

ARTICLE V

ARCHITECTURAL CONTROL

5.01 Architectural Control Committee - Creation and Composition:

- (a) An Architectural Control Committee (the "ACC") shall be established consisting of not less than three (3) or more than five (5) individuals. Notwithstanding anything to the contrary contained herein, Declarant shall have the right, but not the obligation, to appoint all members of the ACC until the plans for all of the Residences for all of the Lots in the Development have been approved by the ACC. Thereafter, the Board shall appoint the members of the ACC. All costs of operating the ACC, may, at the discretion of Declarant, be borne by the Association.
- (b) Each initial member of the ACC shall be appointed for a term expiring on December 31, 2007. Thereafter, each member of the ACC shall be appointed for a calendar- year term. If any vacancy shall occur in the membership of the ACC by reason of death, incapacity, resignation, removal or otherwise, the remaining members of the ACC shall continue to act and such vacancy shall, subject to the provisions of Section 5.01(a), be filled by the Declarant (or the Board if at the time the Board has the right to appoint members of the ACC) at the earliest possible time. Any ACC member may resign at any time by giving written notice of such resignation to the Chairman of the ACC and such resignation shall take effect on receipt thereof by the Chairman. Any member of the ACC may be removed at any time with or without cause by the Declarant while the Declarant has power to appoint members of the ACC pursuant to the provisions of Section 5.01(a) hereof (or by the Board if at the time the Board has the right to appoint members of the ACC).

5.02 Purpose, Powers, and Duties of the ACC: The purpose of the ACC is to assure that any installation, construction, or alteration of any Structure on any Lot shall be submitted to the ACC for approval (i) as to whether the proposed installation, construction, or alteration is in conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Development, and (ii) as to the location of Structures with respect to topography, finished ground elevation, and surrounding Structures. To the extent necessary to carry out such purpose, the ACC shall have all of the powers and duties to do each and every thing necessary, suitable, convenient or proper for, or in connection with, or incidental to, the accomplishment of such purpose, including, without being limited to, the power to approve or disapprove plans and specifications for any installation, construction, or alteration of any Structure on any Lot.

5.03 Officers, Subcommittees, and Compensation: The members of the ACC shall appoint a Chairman from among their number and may appoint from among their

number such other officers and subcommittees of members of the ACC as they shall from time to time - determine to be necessary. The members of the ACC shall be reimbursed by the Association for reasonable out-of-pocket costs incurred (other than travel expenses) in the performance of their duties as members of the ACC.

5.04 Operations of the ACC:

- (a) Meetings: The ACC shall hold meetings as necessary. Special meetings may be called by the Chairman at any time, and shall be called by the Chairman upon the written request of a majority of the members of the ACC then in office. Regular and special meetings of the ACC shall be held at such time and at such place as the ACC shall specify. Notice of each regular or special meeting of the ACC shall be mailed to each member thereof at his residence or at his usual place of business at least three (3) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Notice of a meeting need not be given to any member of the ACC who signs a waiver of notice either before or after the meeting. Attendance of a member of the ACC at a meeting shall constitute a waiver of notice of such meeting and shall constitute a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when the member states, at the beginning of the meeting, any such objection or objections to the transaction of business. At each meeting of the ACC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC. In the absence of a quorum, any member of the ACC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The ACC shall maintain both a record of votes and minutes for each of its meetings. The ACC shall make such records and minutes available at reasonable places and times for inspection by Members of the Association and by the Secretary of the Association. Any action required to be taken at a meeting of the ACC, or any action which may be taken at a meeting of the ACC, may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by all the members of the ACC and be filed within the minutes of the proceedings of the ACC. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document filed by the ACC.

- (b) Activities:

- (i) The ACC shall adopt and promulgate the Design Standards described in Section 5.05 hereof and shall, as required, make findings, determinations, rulings, and orders with respect to the conformity with said Design Standards of plans and specifications to be submitted for approval to the ACC pursuant to the provisions of this Declaration. The ACC shall, as required, issue permits, authorizations or approvals, which may include specified requirements or conditions, pursuant to the provisions of this Declaration.
- (ii) Any two (2) or more members of the ACC may be authorized by the ACC to exercise the full authority of the ACC with respect to all matters over which the ACC has authority as may be specified by resolution of the ACC, except with respect to the adoption or promulgation of the Design Standards. The unanimous action of the two (2) or more members with respect to the matters specified shall be final and binding upon the ACC and upon any applicant for an approval, permit or authorization, subject, however, to review and modification by the ACC on its own motion or to appeal by the applicant to the ACC as provided in this paragraph (ii). Written notice of the decision of such two (2) or more members shall, within five (5) working days thereof, be given to any applicant for an approval, permit or authorization. The applicant may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the ACC. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed promptly by, the ACC, but in no event later than twenty-one (21) days after the filing of such request. The decision of a majority of the members of the ACC with respect to such matter shall be final and binding, but may be appealed to the Board pursuant to Section 5.10 hereof.

5.05 Design Standards:

- (a) The ACC shall from time to time adopt, promulgate, amend, revoke, and enforce guidelines (the "Design Standards") for the purposes of:
 - (i) governing the form and content of plans and specifications to be submitted to the ACC for approval pursuant to the provisions of this Declaration;
 - (ii) governing the procedure for such submission of plans and specifications;
 - (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of

- Structures, and all other matters that require approval by the ACC pursuant to this Declaration; and
- (iv) assuring the conformity and harmony of external design and general quality of the Development.

- (b) The ACC shall make a published copy of its current Design Standards readily available to Owners and prospective Owners and to all applicants seeking the ACC's approval.

5.06 Submission of Plans and Specifications: Except for (i) Structures erected, placed, or moved onto any Lot by the Declarant or any affiliate or designee of the Declarant, and (ii) alterations to such Structures by the Declarant or any affiliate or designee of the Declarant, no Structure shall be commenced, erected, placed, moved onto, or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance of the Structure or Lot, unless plans and specifications therefore shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC in the Design Standards, including, without being limited to:

- (a) a site plan showing the location of all proposed and existing Structures on the Lot including building setbacks, open spaces, easements, and driveways;
- (b) a foundation plan;
- (c) exterior elevations of all proposed Structures and alterations to existing Structures; and
- (d) specifications of materials, color scheme, and other details affecting the exterior appearance of all proposed Structures and alterations to existing Structures.

5.07 Approval of Plans and Specifications: Upon approval by the ACC of any plans and specifications submitted pursuant to this Declaration, one (1) copy of such plans and specifications, as approved, shall be deposited for permanent record with the ACC, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure, and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and all conditions attached to any such approval.

5.08 Disapproval of Plans and Specifications: The ACC shall have the right in its sole discretion to disapprove any plans and specifications submitted pursuant to this Declaration because of any of the following:

- (a) the failure to include information in such plans and specifications as may have been reasonably requested;
- (b) the failure of such plans or specifications to comply with this Declaration or the Design Standards; or
- (c) any other matter which, in the judgment of the ACC, would be likely to cause the proposed installation, construction or alteration of a Structure (i) to fail to be in conformity and harmony of external design and general quality with the standards for the Development as set forth in the Design Standards or the Development-Wide Standard, or (ii) as to location to be incompatible with topography, finished ground elevation, or surrounding Structures. In any case in which the ACC shall disapprove any plans or specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

5.09 Obligation to Act: The ACC shall take action on any plans and specifications submitted as herein provided within twenty-one (21) days after receipt thereof. Failure by the ACC to take action within twenty-one (21) days after receipt of plans and specifications submitted for approval shall be deemed approval of such plans and specifications.

5.10 Appeal of ACC Decision: In the event the ACC disapproves any plans and specifications submitted pursuant to this Declaration or grants approval of any plans and specifications subject to any conditions, which are not acceptable to the applicant, the applicant may appeal such decision of the ACC to the Board pursuant to the following procedures:

- (a) Within ten (10) days after receipt of the ACC's decision, the applicant shall give written notice of the applicant's appeal to the Board. The notice shall:
 - (i) Contain a complete copy of the applicant's original application to the ACC and any supplemental material provided to the ACC by the applicant; and
 - (ii) Include a fee (payable to the Association) in the amount of Twenty-Five and No/100 (\$25.00) Dollars.

- (b) Approval by the Board if granted, together with any conditions imposed by the Board, shall be placed in writing on the plans and specifications and shall be returned to the applicant.
- (c) Approval by the Board shall constitute the approval of the ACC for all purposes under this Declaration.
- (d) Failure by the Board to take action within thirty (30) days after receipt of the complete notice of appeal shall be deemed approval of such plans and specifications.

5.11 Inspection Rights: Any employee or agent of the Association or the ACC may, after reasonable notice, at any reasonable time or times, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Association, nor the ACC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

5.12 Violations: If any Structure shall be erected, placed, maintained, or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ACC such violation shall have occurred, the ACC shall notify the Association, and the Board shall take appropriate measures to correct the violation; the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within ten (10) days after the mailing of the aforesaid notice of violation, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof.

5.13 Certification of Compliance:

- (a) Upon completion of the installation, construction, or alteration of any Structure in accordance with plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof or upon the ACC's own initiative, issue a Certificate of Compliance, identifying such Structure and the Lot upon which such Structure is placed, and stating that the plans and specifications have been approved and that such Structure, as built, is acceptable to the ACC. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ACC.

- (b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated; and as to any purchaser or lender in good faith and for value, or as to any title insurer, such Certificate shall be conclusive evidence that all Structures on the Lot comply with all of the requirements of this Article; provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency, or approval by the ACC of the actual construction or workmanship of Structures, or to represent or warrant to anyone the quality, function, or operation of the Structures or of any construction, workmanship, engineering, materials, or equipment.

The issuance of the Certificate shall in no way be construed to certify to any party that the Structures have been built in accordance with any applicable rule or regulation or in accordance with every detail on the approved plans and specifications.

- 5.14 **Fees:** Subject to the approval of the Board as to the amount, the ACC may impose and collect a reasonable and appropriate fee to cover the cost of review of plans and specifications and of inspections performed pursuant to Section 5.11. The fee shall be established from time to time by the ACC and published in the Design Standards.
- 5.15 **Non-Discrimination by ACC:** The ACC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, age, or national origin. Further, the ACC in the exercise of its powers granted pursuant to this Declaration shall not take any action the intent or effect of which is to discriminate against persons of a particular race, color, sex, religion, age, or national origin.
- 5.16 **Disclaimer as to ACC Approval:** Plans and specifications are not reviewed for engineering, structural design, structural integrity, quality of materials, or compliance with any local, state, or federal laws, including local building codes and zoning ordinances, and by approving such plans and specifications neither the ACC, the members thereof, the Board, the Association, nor the Declarant, assumes liability or responsibility thereof, nor for any defect in any Structure constructed from such plans and specifications. Neither Declarant, the Association, the ACC, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these Restrictions, by reason of mistake in judgment, negligence, or non-feasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans and specifications and every Owner agrees that he will not, bring any action or suit against Declarant, the Association, the ACC, the Board, or the officers, directors, members, employees, and agents of any of them, to recover any such damages and hereby releases, remises, quitclaims, and covenants not to sue all such persons and entities for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or non-feasance

and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

- 6.01 Application:** The covenants and restrictions contained in this Article VI shall pertain and apply to all Lots and to all Structures erected or placed thereon.
- 6.02 Restriction of Use:** Except as provided in Sections 6.03 and 10.03, Lots may be used for single-family residences only and for no other purpose. Except as hereinafter provided, homes constructed on all Lots shall contain a minimum of 1,000 square feet of heated space, excluding garages and carports. Declarant may waive said restriction for any individual Lot in its sole and absolute discretion.
- 6.03 Business Use:** No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant of a Residence may conduct such business activities within the Residence so long as (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Lot; (ii) the business activity conforms to all zoning requirements for the Development; (iii) the business activity is consistent with the residential character of the Development; and (iv) the business activity does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted, meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Leasing of the Structure on the Lot shall not be considered a business activity violative of this Section.
- 6.04 Resubdivision of Property:** No Lot may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division, or subdivision. Notwithstanding the foregoing, nothing herein shall prevent Declarant or the Owners of any Lots from combining all or any portion of two or more Lots into one Lot for construction of a single Residence thereon; provided, that the Owner of the Residence on such Lot shall be responsible for annual, Parcel, specific, and special assessments based upon the number of single-family residences constructed on the combined Lots. Notwithstanding anything contained herein to the contrary, the Declarant reserves the right to re-plat any Lot still owned by the Declarant and shown upon recorded plats of the Development in order to modify the boundary lines and to take such other steps reasonably necessary or desirable to make such re-platted Lot suitable and fit as a building site, including, but not

limited to, the relocation of easements, walkways, rights-of-way, roads, bridges, parks, recreational facilities, and other amenities to conform to the new boundaries of such re-platted Lots; provided, however, that no Lot originally shown on a recorded final plat of the Property shall be reduced to a size more than ten (10%) percent smaller than the smallest Lot shown on such original recorded final plat.

- 6.05 **Erosion Control:** No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape, and required landscaping as provided for in Section 6.06. Guidelines for the prevention and control of erosion and siltation may be included in the Design Standards of the ACC.
- 6.06 **Landscaping:** No construction or alteration of any Structure shall take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration. The plans and specifications for the landscaping by the builder of the house on a Lot shall include all trees required by The City of Port Wentworth to be planted in accord with the approved Tree Establishment Plan. No installation or alteration of any landscaping shall take place without the prior written approval of the ACC of plans and specifications therefore. No yard art, including, but not limited to, concrete lawn jockeys, animals, and birdbaths, and plastic animals, shrubs, bushes, and flowers, shall be placed, temporarily or permanently, on the front or side yards of any Lot. Guidelines for the landscaping and mailboxes to accompany the construction or alteration of any Structure may be included in the Design Standards of the ACC. Notwithstanding anything contained herein to the contrary, the Board shall be entitled to establish reasonable rules and regulations limiting the types and extent of holiday decorations and the maximum length of time holiday decorations may be placed outside of houses before and after holidays.
- 6.07 **Temporary Buildings:** No temporary building, trailer, garage, or building under construction on any Lot shall be used, temporarily or permanently, as a residence except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefore approved by the ACC.
- 6.08 **Signs and Flags:**
- (a) No signs whatsoever (including, but not limited to, commercial and similar signs) shall, without the ACC's prior written approval of plans and

specifications therefore, be installed, altered, or maintained on any Lot, or on any portion of a Structure visible from the exterior thereof, except:

- (i) such signs as may be required by legal proceedings and for display of all building permits;
 - (ii) not more than one "For Sale" sign, such sign having a maximum face area of four square feet; provided that such sign may only be displayed in the front yard of a Lot; and provided, further, that if, at the time of any desired use of such sign, the Association is making "For Sale" signs available for the use of Owners, the signs made available by the Association must be used;
 - (iii) not more than one lot identification sign in accordance with plans and specifications approved by the ACC;
 - (iv) not more than two (2) signs, having no more than one (1) square foot of face area each, indicating that the Structure is protected by a security system;
 - (v) directional signs for vehicular or pedestrian safety in accordance with plans and specifications approved by the ACC; and
 - (vi) signs permitted pursuant to Section 10.03 hereof.
- (b) In no event during approved construction of any Structure shall more than one job identification sign be approved by the ACC.
- (c) No flags whatsoever shall be installed, altered, or maintained on any Lot except for one American Flag no larger than 3 feet by 5 feet on a flagpole attached to the house or garage on the Lot.

6.09 Setbacks: In approving plans and specifications for any proposed Structure, the ACC may establish setback requirements for the location of such Structure. Guidelines for setbacks may be included in the Design Standards of the ACC. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks.

6.10 Fences and Walls: No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the ACC of plans and specifications for such fences and walls. No chain-link fences shall be erected or maintained on any Lot except as required by any applicable governmental authority. All fence construction shall be unpainted, pressure treated wood, built in "shadow box" design. No fencing shall exceed the rear elevation of the primary structure on the lot. Additional guidelines relating to the design, location and uses of fences and walls may be included in the Design Standards of the ACC.