

- 6.11 **Roads, Driveways, and Parking Areas:** No road, driveway, or parking area shall be constructed or altered on any Lot without the prior written approval of the ACC of plans and specifications for such roads, driveways, and parking areas. Guidelines relating to the design and location of roads, driveways, and parking areas may be included in the Design Standards of the ACC.
- 6.12 **Television and Radio Antennae:** No exterior antenna, aerial, satellite dish, or other reception device shall be constructed or installed on any Structure located on any Lot, or be placed on or affixed to any other portion of any Lot; provided, however, and notwithstanding the foregoing, the Owner of each Lot shall have the right to install, maintain, and use on such Lot an antenna, aerial, or satellite dish that is designed to receive television broadcast signals and an antenna, aerial, or satellite dish that is no larger than one meter in diameter that is designed to receive direct broadcast satellite service or video programming services via multipoint distribution services, provided that such antenna, aerial, or satellite dish is positioned on that location on the Lot which affords the reception of the best quality signal while being the least visible from any other Lot.
- 6.13 **Clotheslines, Equipment, and Woodpiles:** All clotheslines, equipment, woodpiles, and solar equipment shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring Residences and streets, and may be maintained only in the rear yard of a Lot.
- 6.14 **Maintenance:** Each Owner shall keep and maintain each Lot and Structure owned by such Owner, as well as all landscaping located thereon, in good condition and repair, including, but not limited to, (i) the repairing and painting (or other appropriate external care) of all Structures, (ii) the seeding, watering and mowing of all lawns, and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. Notwithstanding the foregoing, the maintenance required hereunder shall also extend from the boundary of a Lot to the curb of the street bordering said Lot, and shall exclude areas being maintained by the Association pursuant to Section 2.07 hereof. If, in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within ten (10) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 8.02 hereof. Guidelines relating to the maintenance of Structures and landscaping may be included in the Design Standards of the ACC.
- 6.15 **Parking and Maintenance of Vehicles:** Vehicles owned or used by Owners or Occupants of a Residence shall be parked only in a garage or on the driveway or parking area serving the Residence, and not on the streets of the Development. All

vehicles parked outside of a garage must be properly licensed and in working order, and no vehicle maintenance may be conducted outside Of a garage.

- 6.16 Commercial and Recreational Vehicles and Trailers:** In addition to the restrictions of Section 6.15, no commercial vehicle (other than passenger vehicles having a capacity of less than nine (9) passengers), house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat, boat trailer, open trailer, enclosed trailer, or like equipment shall be permitted on any Lot or within the right-of-way of any street in the Development on a permanent basis, but shall be allowed on a temporary basis not to exceed twenty-four (24) consecutive hours; provided, however, that the Association may waive strict enforcement of this restriction for good cause on a case-by-case basis. Notwithstanding the foregoing, any such vehicles or equipment may be stored on a Lot, provided such vehicle or equipment is kept in an enclosed space and is concealed from view from neighboring Residences and streets.
- 6.17 Recreational Equipment:** Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the ACC. Basketball goals may also be adjacent to the driveway at locations approved by the ACC (or attached to a Residence if approved by the ACC) provided they also satisfy the following requirements:
- (a) basketball backboards must be clear plexiglass or white in color;
  - (b) the goal must be at regulation height (10 feet above the ground); and
  - (c) basketball poles must be black in color.
- 6.18 Non-Discrimination:** No Owner or person authorized to act for an Owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the purchase or rental of, any Lot to any person because of race, color, sex, religion, age, or national origin. Anything in this Declaration to the contrary notwithstanding, this covenant shall run with the land and shall remain in effect without any limitation in time.
- 6.19 Animals:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on a Lot, except that not more than two (2) tame domesticated animals may be kept on a Lot. No animals will be allowed, kept, bred, or maintained for any commercial purpose. No more than two (2) cats or dogs, or combination of the two per household will be allowed. Dogs may be kept provided they comply with the following guidelines.
- (a) All dog(s) must either have papers of registration issued by the American Kennel Club, or in the alternative, any type dog is allowed provided the dog weighs no more than forty (40) pounds without a variance. Regardless of the above, no full-blooded or mixed blooded Rottweilers or full-blooded or mixed blooded Pit-bulldogs or other Bulldogs are allowed without a variance.

- (b) Developer may grant a variance for any Lot Owner to have more than two (2) dogs of any size or breed. In addition to any other requirements, Developer may, in Developer's sole discretion, require any dog owner to carry liability insurance before granting a variance for a particular dog.
- (c) No dog(s) shall be allowed to exhibit threatening behavior to other domesticated animals or to persons or to injure a person or another domesticated animal. If such action occurs then owner of said dog shall immediately be under the strict requirement to either keep said dog that has caused injury or exhibited threatening behavior inside the Lot Owner's home or to permanently remove said animal from Declarant's Property. All animals must be confined to their owner's Lot (except when accompanied and under the close supervision by animal's owner) and under no circumstances shall said animals be allowed to cause a nuisance. Should a dog bark, growl or make any noise more than one hundred (100) times in a twenty (20) minute period and said noise is caught on audio (hearing) and movie (visible) recording and said noise can be heard more than forty (40) feet from the property line of the lot where the dog is located then this shall constitute a nuisance. Dogs that create any nuisance shall either be required to remain inside Lot Owner's house or said Lot Owner shall be required to permanently remove said dog from Declarant's Property.
- (d) Vacant lots shall not be used for animals to "relieve" themselves. Regardless of who may claim ownership or stewardship of the animal, all animal waste shall be the responsibility of the Lot Owner where the animal is living. Lot Owners are responsible to prohibit their animals from "relieving" themselves of any waste anywhere in Declarant's Property other than the Lot Owner's own property and should animals relieve themselves on Lot Owner's lot then said Lot Owner must keep the waste removed from their property so that it does not create undesirable smells, get into the storm water system, or attract insects or other creatures.

Notwithstanding the above, horses might be allowed on a limited basis with a variance from Developer.

In addition to any State or County laws that prohibit cruel treatment of animals, Declarant specifically prohibits any cruel treatment of animals.

#### **6.20 Solid Waste, Garbage Cans, and Trash Cans:**

- (a) No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Property or within the right-of-way of any street in the Development.
  - (b) Except during approved construction, as approved by the appropriate governmental authority, and pursuant to such conditions as shall be specified by the ACC, no person shall burn rubbish, garbage, or any other form of solid waste on any Lot or on Common Property or within the right-of-way of any street in the Development.
  - (c) Except for building materials employed during the course of construction of any Structure approved by the ACC, no lumber, metals, bulk materials, or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Lot unless screened or otherwise handled in a manner set forth in the Design Standards.
  - (d) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pickup is to be made in order to provide access to persons making such pickup. At all other times such containers shall be screened or enclosed in a manner set forth in the Design Standards. Guidelines relating to the type of containers permitted, the manner of storage, and the place of pickup may also be included in the Design Standards.
- 6.21 Nuisances:** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to anyone in the Development.

## **ARTICLE VII**

### **EASEMENTS, ZONING, AND OTHER RESTRICTIONS**

**7.01 Easements:**

- (a) Declarant hereby expressly reserves for the Declarant (for so long as the Declarant owns any Lot within the Development), the Association (after the Declarant no longer owns any Lot within the Development), and the designees, successors, and assigns of each of them, perpetual non-exclusive easements in, on, over, and under any part of the Property for any purpose which Declarant, the Association, or their successors or assigns, as the case may be, deems reasonably necessary for completing or maintaining improvements or effecting repairs within the Development, including, by way of example and not limitation, the following:



- (i) the erection, installation, construction, and maintenance of wires, lines, conduits, and poles and the necessary or proper attachments and guy wires in connection with the transmission of electricity, telephone, cable television, and other utilities and similar facilities;
  - (ii) the erection, installation, construction, and maintenance of sanitary sewers, drainage systems, public and private sewers, detention ponds, irrigation systems, pipelines for supplying gas and water, and for any other public or quasi-public facility, service, or function;
  - (iii) slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct, or retard drainage flow;
  - (iv) the planting or replanting of hedges, shrubbery, bushes, trees, flowers, and plants of any nature; and
  - (v) the maintenance of all entry features and detention ponds for the Development.
- (b) The holders of the foregoing easements shall not construct or install any of the foregoing systems, facilities, or utilities in, on, over, under, or through any existing Structure used as a residence, and any damage to a Residence resulting from the exercise of any of the foregoing easements shall be promptly repaired by, and at the expense of, the party exercising the easement. The exercise of any of the foregoing easements shall not unreasonably interfere with the use of any Residence, and except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or Occupant of the Lot.

**7.02 Easement Area:** The words "Easement Area" as used herein shall mean those areas on any Lot or any other portion of the Property with respect to which easements are shown or described on a recorded deed, easement agreement, or any filed or recorded map or plat relating thereto, and any area within any Lot which is reasonably necessary to effectuate any of the purposes of any of the foregoing easements.

**7.03 Entry:** The holders of the foregoing easements and their employees, agents, successors, and assigns, shall have the right at all reasonable times to enter upon all parts of each Easement Area for any of the purposes for which such Easement Area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Section. The holders of the foregoing easements and their employees, agents, successors, and assigns

shall be responsible for leaving each Lot in good condition and repair following any work or activity undertaken in an Easement Area.

- 7.04 **Easements for Encroachment and Overhang:** There shall be reciprocal appurtenant easements for encroachment and overhang as between each Lot and such portion or portions of the Common Property adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of any Structure constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Property or as between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, an Occupant, or the Association.
- 7.05 **Zoning and Private Restrictions:** None of the covenants, restrictions, or easements created or imposed by this Declaration shall be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules, or regulations of any governmental body. In the event of any conflict between such laws, rules, or regulations and the covenants, restrictions, and easements created or imposed by this Declaration, the most restrictive provision shall govern and control.

## ARTICLE VIII

### ENFORCEMENT

- 8.01 **Right of Enforcement:** This Declaration and the Restrictions contained herein shall inure to the benefit of and shall be enforceable by (i) the Declarant so long as it is an Owner, (ii) the Association, and (iii) each Owner, and such Owner's heirs, devisees, legal representatives, successors, and assigns and as such shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do thereafter.
- 8.02 **Right of Abatement:**
- (a) Except where different notice provisions are provided in Sections 5.12 and 6.14, in the event of a violation or breach of any Restriction contained in this Declaration, the Association shall give written notice by certified mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within ten (10) days after the mailing of said written notice, then the Association shall have the Right of Abatement.

- (b) The Right of Abatement, as used in this Section and in Sections 5.12 and 6.14 hereof, means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation, breach, or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section, and with the costs thereof including the costs of collection including reasonable attorneys' fees, together with interest thereon at the lower of the highest rate permitted by law or ten (10%) percent per. annum to be a binding personal obligation of such Owner enforceable at law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 8.04 hereof. Such lien shall be superior to any and all charges, liens, or encumbrances which may in any manner arise or be imposed upon the Lot after such entry, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, deed to secure debt, or other instrument, excepting only (i) such liens for taxes or other public charges as are by applicable law made superior, (ii) the liens created by Section 4.01 hereof, and (iii) any First Mortgage on a Lot or Lots. Such lien shall not be affected by any sale or transfer of a Lot, except that a sale or transfer of a Lot pursuant to a foreclosure of a First Mortgage shall extinguish such lien with respect to amounts owed as of the date of foreclosure.

**8.03 \* Specific Performance:** Nothing contained in this Declaration shall be deemed to affect or limit the rights of the Declarant, the Association, or any Owner to enforce the Restrictions by appropriate judicial proceedings or to recover damages. However, it is hereby declared that It may be Impossible to measure accurately in money the damages which will accrue to a beneficiary hereof, its transferees, successors, or assigns, by reason of a violation of, or failure to perform, any' of the obligations provided by this Declaration; and, therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof.

**8.04 Collection of Assessments and Enforcement of Lien:**

- (a) If any assessment, interest, cost, or other charge is not paid as required by this Declaration, the Association may bring either an action at law against the Owner or Owners personally obligated to pay the same, or an action to foreclose any lien created by this Declaration against the Lot or Lots subject to the lien, or both, for the purpose of collecting such assessment, cost, or charge, plus any interest thereon and costs of collection, including reasonable attorneys' fees.



- (b) As an additional remedy, but in no way as a limitation on the remedies, if any assessment, interest, cost, or other charge is not paid as required by this Declaration, each Owner hereby grants to the Association and its assigns the following irrevocable power of attorney: To sell the said Lot or Lots subject to the lien at auction, at the usual place for conducting sales at the Courthouse in Effingham County, Georgia, to the highest bidder for cash, after advertising the time, terms, and place of such sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in the paper in which the Sheriffs advertisements for Effingham County, Georgia, are published, all other notice being hereby waived by each Owner, and the Association or any person on behalf of the Association, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and each Owner hereby constitutes and appoints the Association and its assigns, the agent and attorney-in-fact of each Owner to make such recitals, and hereby covenants and agrees that the recitals so to be made by the Association, or its assigns, shall be binding and conclusive upon the Owner whose property is the subject matter of such sale, and the heirs, legal representatives, devisees, successors, and assigns of such Owner, and that the conveyance to be made by the Association or its assigns, shall be effectual to bar all equity of redemption of such Owner, or the successors in interest of such Owner, in and to said Lot or Lots, and the Association or its assigns shall collect the proceeds of such sale, and after reserving there from the entire amount of assessment, interest, cost, and other charge due, together with all costs and expenses of sale and fifteen (15%) percent of the aggregate amount due for attorneys' fees, shall pay any excess to such Owner, or to the heirs or assigns of such Owner as provided by law and any mortgage of said Lot or Lots, The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.
- (c) No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein by any means, including, by way of illustration, but not limitation, abandonment of the Lot. No diminution or abatement of assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law or ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.



- 8.05 **No Waiver:** The failure of the Declarant, the Association, or the Owner of any Lot, his or its respective heirs, legal representatives, devisees, successors, and assigns, to enforce any Restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach, or as to any violation or breach occurring prior or subsequent thereto, or as to the same violation or breach by the Owner of any other Lot.

## ARTICLE IX

### DURATION AND AMENDMENT

- 9.01 **Duration:** This Declaration and the Restrictions contained herein shall run with and bind the Property for a period of twenty (20) years from and after the date when this Declaration is filed for record with the Clerk of the Superior Court of Effingham County, Georgia, after which time this Declaration and the Restrictions contained herein shall be automatically renewed for successive periods of twenty (20) years; provided, however, that after the end of the said twenty (20) year period and during any twenty (20) year renewal period (but only during such renewal period), this Declaration and the Restrictions contained herein may be terminated by an instrument executed by the proper Association officers and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, or in ~ such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution approving such termination which is approved by a two- thirds (2/3) vote of the Class A Members of the Association.
- 9.02 **Amendments by Declarant:** During any period in which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this Declaration by an instrument in writing, filed and recorded in the Deed Records of the Superior Court of Effingham County, Georgia, without the approval of any Member or mortgagee; provided, however, that (i) in the event that such amendment materially alters or changes any Owner's right to the use and enjoyment of such Owner's Lot or of the Common Property as it is constituted from time to time, or if such amendment adversely affects the title to any Lot, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Members affected thereby, or (ii) in the event that such amendment would materially and adversely affect the security title and interest of any mortgagee, such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected. Any amendment made pursuant to this Section 9.02 shall be certified by Declarant as having been duly approved by Declarant, and such Members and mortgagees, if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 9.02 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this Declaration or any other instruments relating to the Development (i) if such amendment is necessary to bring any provision hereof or thereof into compliance with the provisions of any applicable governmental

statute, rule, or regulation, or any judicial determination which shall be in conflict therewith, (ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot subject to this Declaration, (iv) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on any Lot subject to this Declaration, or (v) if such amendment is necessary to correct a scrivener's error in the drafting of this Declaration.

**9.03 Amendments by Association:** Amendments to this Declaration, other than those authorized by Section 9.02 hereof, shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each Member of the Association.
- (b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board or by Members of the Association. Such amendment must be approved by Members holding at least two-thirds (2/3) of the total votes in the Association; provided, however, that (i) any amendment which materially and adversely affects the security title and interest of any mortgagee must be approved by such mortgagee and (ii) during any period in which Declarant has the right to appoint and remove officers and directors of the Association, such amendment must be approved by Declarant; and provided, further, however, that any amendment which changes the definition of a Residence, or would require the payment of assessments with respect to a Lot at an earlier date, or which modifies Section 1.15, 10.03, or 13.01, must also be approved by the Declarant until such time as each and every Lot in the Development has become a Residence.
- (c) The agreement of the required percentage of the Owners and, where -- required, the Declarant, and any mortgagee, to any amendment of this Declaration shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President and either Vice President or the Secretary of the Association attached to or Incorporated in the amendment executed by the Association. Which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration shall become effective only when recorded or at such a later date as may be specified in the amendment itself.