

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
PULTE HOMES OF SOUTH CAROLINA, INC.  
OWNER AND DEVELOPER OF A SUBDIVISION KNOWN AS HAMMETTS  
CROSSING SUBDIVISION**

**THIS DECLARATION** made on the date hereinafter set forth by PULTE HOMES OF SOUTH CAROLINA, INC., hereinafter referred to as "Declarant."

*WITNESSETH*

**WHEREAS**, Declarant is the owner of certain property in the County of Greenville, State of South Carolina, which is more particularly described as:

ALL those certain pieces, parcels or lots of land situate, lying and being in the State of South Carolina, County of Greenville, as shown on survey plat Sheets 1 and 2 for Hammetts Crossing Subdivision, prepared by Wooten Surveying Co., Sheet 1 being dated July 15, 1996 and recorded July 29, 1996 in the RMC Office for Greenville County in Plat Book 33K at Page 1 and Sheet 2 being dated August 9, 1996 and recorded September 16, 1996 in the RMC Office for Greenville County in Plat Book 33K at Page 54.

**NOW, THEREFORE**, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE 1  
DEFINITIONS**

**Section 1.** "Association" shall mean and refer to Hammetts Crossing Homeowners Association, Inc., its successors and assigns.

**Section 2.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the properties, including contract sellers, but excluding the developer and builders holding property for resale and those having such interest merely as security for the performance of an obligation.

**Section 3.** "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 4.** "Recreational Facilities" shall mean and refer to any cabana, swimming pool and any other facilities designed for active recreational use, along with

the parking areas on the Common Area and any additions thereto. The recitals contained herein are for illustration only, and nothing contained in this Section or in the Declaration shall obligate Declarant or the Association to construct specific recreational facilities.

**Section 5.** “Lot” shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

**Section 6.** “Declarant” shall mean and refer to Pulte Homes of South Carolina, Inc., a Michigan Corporation, its successors and assigns, and other builders in the event Pulte Homes of South Carolina, Inc. sells said builder’s lots to be built for resale.

**Section 7.** “Builder” shall mean and refer to Pulte Homes of South Carolina, Inc a Michigan Corporation, its successors and assigns, and other builders in the event Pulte Homes of South Carolina Inc. sell said lots to be built for resale.

## **ARTICLE II PROPERTY RIGHTS**

**Section 1. Owner’s easements of enjoyment.** Every Owner shall be a member of the Homeowners Association, which memberships shall be appurtenant to and shall pass with the title to ever Lot, subject to the following provisions.

- (a) The right of the Association to charge reasonable fees for the maintenance of lighting entrances, common areas, fences, landscaping, sprinkler systems, light fixtures and related bulbs and other reasonable expenses.
- (b) The right of the Association to suspend the voting rights of an Owner for any period not to exceed (sixty) 60 days for any infraction of its published rules and regulations.
- (c) The right of the Association to dedicated or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by 2/3rds of each class of members has been recorded.
- (d) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area:
- (e) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities thereon. No such mortgage of the Common Area shall be effective unless an instrument agreeing to such mortgage of

Common Area is signed by 2/3rds of each class of members. Also, so long as there is Class B Membership, mortgage of any Common Area must also be approved by the U.S. Department of Veterans Affairs; and

- (f) The right of the Association to exchange portions of Common Area with the Declarant for substantially equal areas of the properties for the purpose of eliminating unintentional encroachments of improvements onto portions of the Common Areas or any other purpose or reason. As long as there is Class B Membership, no such exchange of portions of Common Area with the Declarant shall be effective unless an instrument agreeing to such exchange has been approved by the U.S. Department of Veteran Affairs.

**Section 2.** The Association shall have two classes of voting membership:

**Class A.** Class A Members shall be all Owners, with the exception of the Declarant and Builder, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The Vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The B member(s) shall be the Declarant and Builder and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 2010.

### **ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the lien and personal obligation of assessments.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

## **Section 2. Purpose of Assessments.**

- (a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of Hammetts Crossing and in particular for the improvement and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Area: the maintenance of water and sewer mains in and upon the Common Area: the maintenance of open spaces and streets which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated rights-of-way), drives and parking areas within the Common Area, the procurement and maintenance of insurance in accordance with the By-Laws; the maintenance of the cabana, swimming pool, etc.; the maintenance of lakes, ponds, retention areas or other bodies of water located within the Common Area; the maintenance of dams and areas surrounding such water; the maintenance of entranceways, landscaping and lighting of Common Area, road medians and islands and entranceways, the lighting of streets (whether public or private); the payment of charges for garbage collection and municipal water and sewer services furnished to the Common Area; the costs associated with duties of the Architectural Control Committee; the employment of attorneys and other agents to represent the Association when necessary; the provision of adequate reserves for the replacement of capital improvements including, without limiting the generality of the foregoing, paving, and any other major expense for which the Association is responsible; and such other needs as may arise.
- (b) The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and those other portions of the Properties which the Association may be obligated to maintain. Such reserve fund is to be established out of regular assessments for common expense.
- (c) All monies collected by the Association shall be treated as the separate property of the Association, and such monies may be applied by the Association to the payment of any expense of operating and managing the Properties, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws of the Association. As monies for any assessment are paid to the Association by the other Owners. Although all funds and common surplus, including other assets of the

Association, and any increments thereto or profits derived therefrom shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When a Lot Owner shall cease to be a member of the Association by reason of his divestment of ownership of his Lot, by whatever means, the Association shall not be required to account such Owner for any share of the fund or assets of the Association, or which may have been paid to the Association by such Owner, as all monies which any Owner has paid to the Association shall be and constitute an asset of the Association which may be used in the operation and management of Properties.

**Section 3. Maximum annual assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two hundred Fifty and no/100 (\$250.00) Dollars per Lot and Paid on a calendar year bases unless changed by the Homeowners Association.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent only by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of ten percent (10%) above the previous year's assessment, subject to the provisions as provided for in these Restrictions.

**Section 4. Special assessments for capital improvements.** In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in the Subdivision, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5. Notice and quorum for any action authorized under Section 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more

than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 6. Uniform rate of assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Date of commencement of annual assessments; due dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of January following the purchase of the property by an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as the date of its issuance. The Declarant shall **fund** such amount necessary to pay approved expenses in excess of the amount collected by the Association until the date Class B membership ceases.

**Section 8. Effect of nonpayment of assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise.

**Section 9. Subordination of the lien to mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE IV ARCHITECTURAL CONTROL**

**Section 1.** The Architectural Committee shall be composed of Ted Smith, James W Amos, and Pete Kellos or their designates. In all matters, a majority vote shall govern.

**Section 2.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architecture Committee.

**Section 3.** The Architecture Committee shall have the right to refuse to approve any plans, specifications, and/or plot plans, taking into consideration the suitability of the proposed building or other improvements, the materials of which it is to be built, whether or not it is in harmony with the surroundings, and the effect it will have on other residences already constructed.

**Section 4.** Prior to the commencement of any construction, each Owner shall submit to the Architecture Committee, in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) front elevations
- (b) floor plans;
- (c) the area of heated floor space;
- (d) exterior building material to include color and type of material (vinyl, aluminum, cedar, etc.)
- (e) exterior trim color;
- (f) roofing material and color;

These requirements also pertain to any alterations and/or additions to existing structures.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee of Hammetts Crossing, 7 C Brendan Way, Greenville, SC 29615. One complete set shall be retained by the Architectural Committee and the second complete set shall be returned to the applicant, with the Architectural Committee's approval or disapproval clearly noted thereon.

**Section 5.** In the event the Architecture Committee, of its designated committee, fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, such approval will be automatic. The terms "Building" or "improvements" shall be deemed to include the erection, placement, or alteration of any wall, fence driveway, or parking area, or any such activity undertaken subsequent to initial construction.

**Section 6.** The Architectural Committee is authorized to modify or amend during or before in the construction or alteration of any building, the Article of these restrictions concerning set-back and location and size of improvements if, in the opinion of the Architecture Committee, such shall be necessary to prevent undue hardship.

**Section 7.** All construction, including fences, by any Owner, shall be performed by a licensed contractor or licensed builder and much be of materials and workmanship comparable to others in the subdivision.

**Section 8.** Once construction is commenced, each Owner shall be responsible for insuring that such work proceeds at an orderly timely pace, with no work stoppage in excess of fourteen (14) consecutive days, acts of God excepted.

**Section 9.** The construction of all houses and other structures shall be completed within six (6) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder. Houses and other dwelling structures may not be temporarily or permanently occupied until completed. During the continuance of construction, the Owner shall require the contractor to maintain the residential lot in a clear and uncluttered condition. Clean up and removal of all boxes, trash or debris of any kind, shall be on a regular basis. No loose trash will be permitted to be strewn about the property at any time. Any contractor who disregards this cleanup requirement will be, without recourse, subject to immediate suspension of his work until he complies with the clean up requirement in every respect. Contractors who continue to disregard this clean up requirement may be permanently removed form the Property without recourse.

Upon completion of construction, the Owner shall cause the contractor to immediately remove all equipment, tools, and construction materials from the Lot. Any damage to roads or property owned by others caused by the Owner's contractor or other parties providing labor or services to the Owner, shall be repaired by the Owner or by the Declarant at Owner's expense. This includes damage to curbs.

**Section 10.** The Declarant expressly reserves the right to assign any of the duties, powers, functions, and approval authority set forth herein to any assignee at Declarant's sole discretion.

**Section 11.** Neither Declarant, Builder nor any other member of the Architecture Control Committee, shall be responsible or liable in any for defects in any plans or specifications approved by the Architectural Control Committee, nor for any structural defects in any work done according to such plans and specifications approved by the Architectural Control Committee. FURTHER, NEITHER DECLARANT, BUILDER NOR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE LIABLE IN DAMAGES TO ANYONE BY REASON OF MISTAKE IN JUDGEMENT, NEGLIGENCE, MISFEASANCE, MALFEASANCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OF DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OF SPECIFICATIONS OR THE EXERCISE OF ANY OTHER POWER OR RIGHT OF THE ARCHITECTURAL CONTROL COMMITTEE PROVIDED FOR IN THIS DECLARATION. EVERY PERSON WHO SUBMITS PLANS AND SPECIFICATIONS TO THE ARCHITECTURAL CONTROL COMMITTEE FOR APPROVAL AGREES, BY SUBMISSIONS OF SUCH PLAN AND



SPECIFICATIONS, AND EVERY OWNER OF ANY LOT AGREES, THAT HE WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, ASSOCIATION, ITS BOARD MEMBERS OR OFFICERS, OR ANY MEMBER OF THE ARCHITECTURAL CONTROL COMMITTEE, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH 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.

**Section 12.** It shall be the responsibility of each Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates, or unkempt condition of building or grounds on his property, or to permit accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area. No loose trash will be permitted to be strewn about the Property at any time. Garbage containers must be kept out of sight from the street, except during collection hours. All personal use items shall be stored inside when not in use. These items include but are not limited to, yard tools, sprinklers, wheel barrows and children's toys as would create a nuisance for the community. In the event the requirements of this section are not adhered to, the Association shall send written notice via certified mail giving an additional period for compliance of ten (10) days, unless a hardship or special circumstances requires additional time. If the violation continues, the Association may at its sole discretion, hire contractors or personnel to correct said violation and bill the Homeowner for all costs incurred. The amounts owed shall, if not paid, become a lien on the lot as specified herein.

## **ARTICLE V USES PERMITTED AND PROHIBITED**

**Section 1.** All platted Lots in Hammetts Crossing as shown on a plat of the property as hereinabove set forth shall be used for single family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided however, that nothing herein shall prevent Declarant or any builder of homes in Hammetts Crossing approved by Declarant from using any Lot owned by Declarant or such builder of homes for the purpose of carrying on business related to the development, improvement and sale of property in Hammetts Crossing.

**Section 2.** No tent, shack, garage, barn, storage building, or other out buildings shall be erected upon any Lot without approval from the Architectural Committee and, if approved, it shall not be used as a residence either temporarily or permanently. No structure of a temporary nature of an unfinished house shall be used as a residence and no house trailer, modular home, or mobile home shall be placed on any Lot either temporarily or permanently. Any boat, camping trailer, recreational vehicle, and/or similar equipment used for the personal enjoyment of a resident of a Lot shall at all times

be neatly stored and positioned so as to be inconspicuous at the rear of the dwelling, if accessible, and if not accessible, must be subject to Architectural Committee approval.

**Section 3.** No obnoxious or offensive activity shall be permitted anywhere on the property nor shall anything be done which may become an annoyance, nuisance, or menace to the neighborhood. No Lot or any part thereof shall be used for any business, commercial, or public purpose. Business activities in the home which delivers products or services for a fee on site are prohibited, as in any business activity which utilizes more than twenty-five (25%) percent of the heated or unheated space in the home.

**Section 4.** No animals shall be kept, maintained, or quartered on any Lot or tract in the subdivision except that cats, dogs, rabbits, hamsters, or caged birds may be kept in reasonable numbers as pets for the pleasure of Owners so long as said animals do not constitute a nuisance or menace to the neighborhood.

**Section 5.** Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created.

**Section 6.** Each Owner subject to these restrictions shall provide space for the off-street parking of automobiles prior to the occupancy of any building or structure constructed on said Property in accordance with reasonable standards established by the Architectural Committee. Vehicles shall not be parked in any front or side yard except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored on the Property. No passenger vehicles without current registration and license tags will be allowed in the subdivision or on any Owner's Lot. Vehicles being repaired out of doors must have work completed within twenty-four (24) hours. Visiting guests only may use paved streets for temporary parking of their vehicles. All owners must park in designated parking areas on their Lot. No commercial vehicles may be stored or ho used on the Property at any time. The Declarant may also direct vehicle owners to park outside the confines of the property during the construction phase of any structure or landscaping.

## **ARTICLE VI EASEMENTS**

In addition to other easements as are shown on the recorded subdivision plat, a five foot easement is reserved over and across all side and rear lot lines, and a ten foot easement is reserved over and across the front lot line, for drainage, utility, cable television, gas, water, power, sewer, and telephone installation and maintenance; provided that should two lots be consolidated to support one residence, then and in that event, the easements herein above provided shall apply only with respect to the exterior lines of such consolidated lot.

When more than one Lot shall be used as a site for only one residence, the aforesaid five foot easement and ten foot easement shall apply only with respect to the exterior lines of such consolidated Lot.

Declarant specifically reserves the right to grant specific easements to any utility services listed herein at any time following the date hereof until any specific Lot shall be conveyed by Declarant. The right is reserved to authorize the lying and place of sewer, gas, and water pipelines, telephone, cable television, telegraph, and electrical light poles on any of the streets and easements shown on the recorded subdivision plat. An easement for the installation and maintenance of utilities and drainage facilities is reserved over said streets and easements.

**ARTICLE VII  
SETBACK, LOCATION, AND SIZE OF IMPROVEMENTS  
AND OF BUILDING PLOTS.**

**Section 1.** Nothing herein contained shall be constructed to prohibit the use of more than one (1) Lot or portions of one or more lots as a single-residential building site, provided that said Lot would otherwise meet the requirements as to size, setback line, and directional facing of said building as determined by the Declarant.

**Section 2.** No building shall be erected on any Lot nearer to the front lot line or nearer to the side street line than the building setback line shown on the recorded plat. Any such building shall face toward the front line of the Lot except that building to be constructed on corner Lots shall face in the direction designated by the Architectural Committee. No building shall be located nearer to any interior side lot line than the distance determined by applicable building codes.

**Section 3.** Detached Buildings, approved as provided in Article VI shall be of the same exterior material as the house and of a size no greater than 12'x12' and be placed no nearer to any lot line than the distance determined by applicable building codes. Location of all detached buildings shall be approved in advanced by the Architectural Committee.

**Section 4.** No wall, fence, or hedge shall be erected between the street and the front corner of main body of house. Subject to approval by the Architectural Committee, wood fences with a maximum height of six (6') feet are permitted to the rear of the front setback line (or the front of the home, if it is behind the setback line).

**Section 5.** The total area of all driveways shall be paved by plant mix concrete. All driveways shall be able to accommodate two (2) full-size cars parked side by side in the parking area of the driveway.

**Section 6.** No Lot shall be recut so as to face in any direction other than is shown on the recorded plat nor shall it be recut so as to make any building site smaller than is provided for herein.

**Section 7.** No residence shall be constructed containing less than 1800 square feet exclusive of porches, garages, and breezeways on lots 1 through 75 known as the Landing, nor less than 1200 on Lots 76 through 190 known as the Village. In computing

the square footage of any residence containing a basement which is finished and heated, one-half (1/2) credit shall be given. Exceptions to this limitation may be granted by the Architectural Committee if in the opinion of the Committee that proposed residence would be in keeping with the overall concept of the subdivision.

**Section 8.** Roof pitches shall be at least 6/12 unless approval is given by the Architectural Committee for a lower pitch on a specific set of plans.

**Section 9.** Declarant has the right to install temporary barricade fencing.

**Section 10.** No residence shall be constructed without having at least a one car garage with a garage door that remains permanently as a functional garage. Garages may no be finished as additional livable square footage.

## **ARTICLE VIII MISCELLANEOUS**

**Section 1.** No signs shall be permitted on any Lots except that a single sign offering the Property for sale may be placed on such Lot, providing such sign is approved by the Architectural Committee.

**Section 2.** All residences shall have a special mailbox which will be available from a source to be specified by the Declarant. Mailboxes shall be maintained in good state of repair by Owners at all times.

**Section 3.** The removal of any trees in excess of six (6) inches in diameter at a height of three (3') feet above ground level shall require prior approval of the Architecture Committee. No trees may be removed until final building plans have been approved by the Architecture Committee.

**Section 4.** The property within this subdivision is hereby declared to be a wildlife sanctuary and all hunting or shooting is hereby prohibited.

**Section 5.** The Owner of each Lot shall cause written notice to be delivered to the Declarant upon the conveyance of any Lot by him, advising Declarant of the conveyance.

**Section 6.** No satellite or television dish or radio antenna shall be constructed or placed on any Lot except where type, size, screening, and location have been approved by the Architectural Committee. In no event shall a satellite dish or antenna be placed on the front or sides of the house or property.

**Section 7.** No aboveground pool shall be constructed or placed on any Lot, except that inflatable pools for small children are acceptable.

**Section 8.** Declarant reserves the right to place additional signs as needed.

**Section 9.** The Declarant herein shall have the option and /or authority to allow outside membership in the amenities to be constructed by the Declarant, i.e., cabana, swimming pool etc., and other properties reserved for the Homeowners Association which memberships shall be limited in duration to the period of time in which the Declarant is required to fund the shortfall of income to cover expenses for the said amenities. The fees to be charged by the Declarant to such outside members shall be set in the sole discretion of the Declarant herein.

## **GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner 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 the 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 so hereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Votes as provided for in Article II Section 2, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

**Section 4. Annexation.** Additional residential property may be annexed to the Properties. The Declarant shall have the express right to use any lot or lots owned by the Declarant as a street or streets to have access to adjoining properties so as to make said property a part of this subdivision and subject to there restrictions by amendment. The Declarant shall further have the right to convey lot/lots or other property to the Homeowners Association for use of the residents of this subdivision as common property to be controlled by the Homeowners Association.

**Section 5. FHA/VA approval.** As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans administration: Annexation of additional properties and amendment of this Declaration of Covenants, Conditions, and Restrictions.