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REVISED NOVEMBER, 2006

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,

RESTRICTIONS AND EASEMENTS

FOR

BRASCH PARK

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS

FOR

BRASCH PARK

THIS DECLARATION is made on the date hereinafter set forth be **BRASCH PARK DEVELOPMENT, LLC.**, a Georgia Corporation (hereinafter sometimes called (Declarant”);

WITNESSETH

WHEREAS, Declarant is the owner of the real property described in Exhibit “A” of this Declaration or, if not by owner, Declarant has the written consent of the owner to subject such Property to the provisions of this Declaration; and

WHEREAS, Declarant desires to subject the real property described in Exhibit “A” hereof to the provisions of this Declaration to create a residential community of single-family housing and to provide for the subjecting of other real property to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit “A” hereof is hereby subjected to the provisions of this Declaration and shall be held, Sold, transferred, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens. Hereinafter set forth, which are for protecting the value and desirability of, and which shall run with the title to, the real property hereby and hereafter made subject hereto shall be binding an all persons having any right, title or interest in all or any portion of the real property now and hereafter made subject hereto, their respective heirs, legal representatives, successors-in-the-title and assigns and shall inure to the benefit of each owner of all or any portion thereof.

Article 1  
Definitions

The following words, when used in this Declaration or in any Supplementary Declaration, shall have the following meanings:

- 1.1 “Articles of Incorporation” means the Articles of Incorporation of BRASCH PARK Community Association, Inc., filed with Georgia Secretary of State and incorporated. Herein by this reference as may be amended from time to time.
- 1.2 “Association” means BRASCH PARK Community Association Inc., a Georgia nonprofit corporation, its successors and assigns.
- 1.3 “Board of Directors” or “Board” means the appointed or elected body of the Association, vested with the authority to manage the affairs of the Association under the Georgia Nonprofit Corporation Code, O.C.G.A. 14-3-101 et seq.
- 1.4 “Bylaws” means the bylaws of BRASCH PARK Community Association, Inc., attached to this Declaration as Exhibit “B” and incorporated herein by this reference as may be amended from time to time.
- 1.5 “Common Property” means any and all and personal property, including, without limitation, easements and other interests therein, and the facilities and improvements located thereon, now or hereafter owned by the Association for the common use and enjoyment of the Owners.
- 1.6 “Community” refers to that certain real property described in “Exhibit “A”” attached hereto, and such additions thereto as may be made by Supplementary Declaration as provided herein.
- 1.7 “Community-Wide Standard” means the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association. Such determination, however, must be consistent with the Community-Wide Standard originally established by the Declarant.
- 1.8 “Declarant” means BRASCH PARK DEVELOPMENT LLC., A Georgia Corporation, and its successors-in-title and assigns, provided in a recorded instrument, such successor-in-the-title or assignee is designated as the “Declarant” hereunder by the prior “Declarant” hereunder; provided, further, upon the effective date of the designation of a successor Declarant, all rights of the former Declarant in and to such a status as “Declarant” hereunder shall cease, it being understood that here shall be only one “Declarant” hereunder at any point in time.

1.9 “Lake Lot” means a Lot containing any real property which adjoins, abuts, or contains any part of a pond or a lake.

1.10 “Lot” means any plot of land within the Community, whether or not improvements are constructed thereon which constitutes or will constitute, after the construction of improvements, a single-family dwelling site as shown on plat recorded in the land records of the county where the community is located. The ownership of each Lot shall include, and there shall pass with the title of each Lot as an appurtenance thereto, whether or not separately described, all of the rights and interests of an Owner in the Common Property, as herein provided, together with membership in the Association.

1.11 “Mortgage” means any and all instruments used for the purpose of encumbering real property in the Community as security for the payment or satisfaction of an obligation, including, without limitation, any mortgage, deed to secure debt or deed of trust.

1.12 “Mortgagee” means the holder of the mortgage.

1.13 “Occupant” means any person occupying all or any portion of a Lot or other property located within the community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

1.14 “Owner” means the record owner, whether one or more Persons, of the fee simple title to any Lot, excluding, however, any Person holding such interest merely as security for the performance or satisfaction of any obligation.

1.15 “Person” includes any individual, individual acting in a fiduciary capacity, corporation, limited partnership, limited liability company, general partnership, joint stock company, joint venture, association, company, trust or other organization, whether or not recognized as a separate legal entity.

1.16 “Supplementary Declaration” means an amendment or supplement to this Declaration which subjects additional property to this Declaration and/or imposes additional covenants, conditions, restrictions or easements on the land described therein.

1.17 “Total Association Vote” means the votes attributable to the entire membership of the Association (including votes of Declarant) as of the record date for such action, whether or not such members are present or represented at the meeting, if any, where such votes are to be cast.

Article 2

Property Subject to this Declaration

2.1 Property Hereby To This Declaration. The real property which is, by the recording of this Declaration, subject to the covenants, restrictions and easements hereafter set forth and which, by virtue of the recording of this Declaration, shall be held, transferred, sold, conveyed, used, occupied and encumbered subject to this Declaration is the real property described in Exhibit "A" attached hereto and by this reference made a part hereof.

2.2 Other Property. Only the real property described in Exhibit "A" is hereby made subject to this Declaration; provided, however, by one or more Supplementary Declarations, Declarant and the Association have the right, but not the obligation, to subject other real property To this Declaration, as hereinafter provided.

Article 3

Association Membership and Voting Rights

3.1 Membership. Every person who is the recorded Owner of a fee or individual fee interest in any Lot that is subject to this Declaration shall have a membership in the Association. The foregoing in not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Person(s), shall have more than one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast nor office held (except for Declarant) for each Lot owned.

3.2 Voting. Members shall be entitled to one vote for each Lot owned. When more than one Person holds an ownership interest in a Lot, the vote for such Lay shall be exercised as those Owners themselves determined and advise the Secretary prior to any meeting. In the absence for such advice, the vote attributable to such Lot shall be suspended in the event more than one Person seeks to exercise it.

Article 4

Assessments

4.1 Purpose of Assessments. The assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

4.2 Creation of the Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, Covenants and agrees to pay to the Association: (a) general assessments; (b) special assessments; and (c) specific assessments. All such assessment, together with late charges, interest (at a rate set by the Board of Directors from time to time, but not to exceed the lesser of the maximum rate permitted by law or eighteen percent (18%) per annum on the principal amount due) and costs of collection, including, without limitation, reasonable attorney's fee actually incurred, shall, from the time the sums become due and payable, be a charge on the land and shall be a continuing lien in favor of the Association On the Lot against which each assessment is made. The recording of this Declaration shall constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required. Each such assessment, together with such late charges, interests and costs, shall also be the personal obligation of the Person who was the Owner of the Lot at the time the assessment fell due. Each Owner shall be personally liable for the portion of each assessment coming due while the Owner of a Lot, and each grantee if an Owner shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of a grantee for the unpaid assessments of its grantor shall apply to any first Mortgagee taking title through foreclosure proceedings or deed in lieu of foreclosure. No Owner may waive or otherwise exempt such Owner from liability for the assessments provided for herein, including, by the way if illustration, but not limitation, abandonment of the Lot. No diminution or abatement of any assessment shall be claimed or allowed by any reason of failure of the Association to take some action or perform some function required to be taken or performed by the Association, the obligation to pay assessments being a separate and independent covenant on the part of each Owner. All payments shall be applied first to costs, then to late charges, then to interest, and then to delinquent assessments.

4.3 General Assessments. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the association during the coming year, The Boards hall cause the budget and the assessments to be levied against each Lot for the following period to be delivered to each member at least (30) days prior to the due date of ant general assessment. The budget and the assessment shall become effective unless disapproved at a meeting by a majority of the Total Association Vote and the Declarant. Notwithstanding or forgoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for any period, then and until such time as a budget shall have been determined, as provided herein, the budget in effect shall continue. General assessments shall be levied equally on all similarly situated Lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors, which may include, without limitation, acceleration, upon (10) days written notice for delinquents. Unless otherwise provided by the Board, the assessment shall be paid in one annual installment. General assessments include any Sums the Board determines necessary for the continued ownership, operation and maintenance of The Common Property, operating expenses of the Association, payment for any items or betterment and establishment of reserve funds as the board shall

deem proper. General assessments may include, without limitations, sums for property taxes, insurance premiums, legal and accounting fees, management fees, charges for utilities, cleaning and janitorial services, landscape maintenance, expenses and liabilities incurred as provided herein and in the Articles of Incorporation and Bylaws for indemnification of officers and directors and in connection with the enforcement of rights and duties of the Association against Owners and others.

4.4 Special Assessments. The Association may levy a special assessment if approved by two-thirds (2/3) of the Total Association Vote and the Declarant. Special Assessments shall be paid as determined by the Board. The Board may permit a special assessment to be paid in installments extended beyond the fiscal year in which the special assessment is imposed.

4.5 Specific Assessments. The Board shall have the power to levy specific assessments as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied pursuant to this Declaration and the costs of maintenance performed by the Association for which the owner is responsible shall be specific assessments. The Board may also specifically assess Owners for the Following Association expenses.

(a) Expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all the Lots which are benefited according to the benefit received.

(b) Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

4.6 Subordination of Liens to Mortgages. The lien of all assessments authorized herein is hereby made subordinate to the lien of any first Mortgage placed on a Lot if, but only if, all assessments and charges with respect to such Lot authorized herein having a due date on or prior to the date of the Mortgage as filed of record have been paid. The lien hereby subordinated is only such lien as relates to assessments and charges authorized hereunder having a due date subsequent to the date such Mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such Mortgage or the sale or transfer of the Lot pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the Lot pursuant to a sale under power contained in such Mortgage. Such subordination is merely a subordination and shall not relieve the Owner of the Lot of his or her personal obligation to pay all assessments coming due at any time when he or she is the Owner of such Lot; shall not relieve such Lot from the lien provided for herein (except to the extent a subordinated lien is extinguished as a result of such subordination as against a

Mortgage or such Mortgagee's assignee or transferee by foreclosure or by sale under power); and no sale or transfer of such Lot to the Mortgagee or to any other person pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure or pursuant to a sale under power, shall relieve any existing or previous Owner of such Lot of any personal obligation or relieve such Lot or the then Owner of such Lot from liability for any assessment authorized hereunder become due after such sale and transfer.

4.7 Remedies of the Association. Any assessments or installments thereof which are not paid when due shall be delinquent. In addition to the lien rights, the personal obligation of the then Owner to pay such assessments shall remain such Owner's personal obligation and shall also pass to such Owner's successors-in-title. Such Owner shall nevertheless remain as fully obligated as before to pay to the Association any and all amounts which such Owner was obligated to pay immediately preceding the transfer; and such Owner and such successors-in-title shall be jointly and severally liable with respect thereto, notwithstanding any agreement between such Owner and such successors-in-title creating any indemnification of the Owner or any relationship of principal and surety as between themselves. Any assessment or installment thereof delinquent for a period of more than ten (10) days shall incur a late charge in an amount as the Board may from time to time determine. The Association may cause a notice of delinquency to be given to any Owner who has not paid within ten (10) days following the due date. In the event that the assessment remains unpaid after sixty (60) days, the Association may institute suit to collect such amounts and/or foreclose its lien. Each Owner, By acceptance of a deed vests in the association the right and power to bring all actions against such Owner personally, for the collections of such charges as a debt or to foreclose the lien. The lien provided for this Declaration shall be in favor of the Association and shall be for the benefit of all Owners. The Association shall have the power to bid on the Lot at any foreclosure sale and to Acquire, hold, lease, mortgage and convey the same. The Association may also suspend the membership rights of the delinquent Owner, including the right to vote, the right to enjoyment in and to the Common Property and recreational facilities and the right to receive and enjoy such servicing and other benefits as may then be provided by the Association. Any such Suspension shall not affect such member's obligations to pay assessments due during the period of such Suspension and shall not affect the permanent lien on such Lot in favor of the Association.

4.8 Date of Commencement of Assessments. Assessments shall commence when the Board of Directors first determines a budget and levies assessments. The assessments provided for herein shall commence as to a Lot on the first to occur of the date that: (a) the Lot is first occupied for residential purposes; or (b) is one year after the Lot was conveyed by Declarant. A Lot shall be occupied for residential purposes when it has been improved with a dwelling and has been conveyed to an Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of first occupancy.



4.9 Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may: (a) advance funds to the Association sufficient to satisfy the deficit, in any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the annual, special or specific assessments collected by the association in any fiscal year (such advances shall be evidence by promissory notes from the Association in favor of the Declarant); or (b) cause the Association to borrow such amount from a commercial lending institution and the then prevailing rates for similar loans in the local area of the Community. No Mortgage secured by the common Property or any of the improvements maintained by the Association shall be given in connection with such loan.

4.10 Estoppel Letter. The Association shall, within five (5) days after receiving a written request therefore and for a reasonable charge, as established by the board, certify to the amount of any unpaid assessments consisting a lien on a specific Lot. A certification letter signed by an officer of the association or the Association's managing agent, if any, as to the amount of assessments due with respect to a Lot shall be binding upon the Association.

#### Article 5

##### Maintenance; Conveyance of Common Property to Association

5.1 Associations Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitations, maintenance, repair and replacement of all landscaping and improvements situated on the Common Property. The Association shall also maintain (whether or not constituting Common Property): (a) all Community entry features; (b) Community landscaping originally installed by the Declarant, Whether or not such landscaping in on a Lot, privately owned property or public right of way; (c) all ponds, lakes, dams, and appurtenant structures, storm water detention/retention ponds and storm water drainage facilities serving the community; and (d) all Community recreational facilities. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without the community and to enter into easements and covenant to share costs agreements regarding such property where the Board has determined that such action would benefit the Owners. In the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, quests, lessees or invites of an Owner, then the Association may perform such maintenance, repair or replacement and all the costs thereof, not paid for by insurance, shall be assessed against the Owner as specific assessment. All maintenance by the Association shall be performed consistent with the Community-Wide Standard.

5.3 Owner's Responsibility. Except for maintenance performed on a Lot by the Association pursuant to Section 5.1, if any, all maintenance of the Lot and all structures, landscaping, and other improvements thereon shall be the sole responsibility of the Owner thereof, who shall maintain such Lot in a manner consistent with the Community-Wide Standard and the Declaration. In the event that the Board of Directors determines that any Owner has failed or refused to discharge properly any of such Owner's obligations with regard to the maintenance, repair or replacement of items for which such Owner is responsible hereunder, the Association shall, except in an emergency situation, give the Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair or replacement deemed necessary. The Owner shall have Ten days after receipt of such notice within which to complete such maintenance, repair or replacement, or, in the event that such maintenance, repair or replacement is not capable of completion within a ten day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement and all costs thereof shall be assessed against the Owner and the Lot as a specific assessment.

5.3 Conveyance of Common Property by Declarant to Association; No Implied Rights.

The Declarant may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of any instrument of conveyance of any interest in real property, and the property shall thereafter be Common Property to be used and maintained by the Association for the benefits of its members. The Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether or not such property has been made available for the use of Owners. The Declarant may reserve, by lease, license, easement or otherwise such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Community. Neither the recordation of any subdivision plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by the Declarant or the owner of such property to the Association or the Owners, as the case may be, by an instrument recorded in the real estate records of the county where the property is located.

Article 6  
Architectural Standards

6.1 General. No exterior construction, alteration or addition of any improvements of any nature whatsoever (including, without limitation, staking, clearing, excavation, grading, filling, construction of impervious surface, building, fence, exterior alteration of existing improvements, or change in the exterior color of any existing improvement), shall be commenced or placed upon any part of the Community, unless installed by the Declarant, an affiliate of Declarant, or approved in accordance with this Article, or otherwise expressly permitted in this Declaration. Any Owner may remodel, paint, or redecorate the interior of structures on the Lot without approval. However, modifications to the interior of porches, patios and similar portions of a structure visible from outside the Lot shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with the originally approved plans and specifications. This Article shall not apply to the activities of the Declarant, nor to improvements to the Common Property by or on the behalf of the Association. This Article may not be amended without the Declarant's written consent until (a) the Declarant no longer has the right to unilaterally annex additional property to the Community; and (b) each Lot has been improved with a dwelling for which a certificate of occupancy has been issued.

6.2 Architectural Review Committee. Except as provided in Section 6.1 above, no exterior construction, addition or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials and location shall have been submitted in writing to and approved by an Architectural Review Committee. The Association may employ for the Architectural Review Committee architects, engineers, or other Persons as it deems necessary to enable the Architectural Review Committee to perform its review. Until (a) the Declarant no longer has the right to unilaterally annex additional property to the Community; and (b) each Lot has been improved with a dwelling for which a certificate of occupancy has been issued, the Declarant shall have the right to appoint all members of the Architectural Review Committee. There shall be no surrender of this right except in a written instrument in recordable form executed by Declarant and recorded in the land record of the clerk of the Superior Court of the county where the Declaration is recorded. Upon expiration or earlier surrender in writing of such right, the Board of Directors shall appoint all members of the Architectural Review committee.

6.3 Guidelines and Procedures. The Architectural Review Committee may adopt written design and development guidelines and applications and review procedures, which may provide for a review fee. The Architectural Review Committee shall have sole and full authority to prepare and to amend the architectural guidelines. The Architectural Review Committee shall make the architectural guidelines available to Owners and builders who seek to engage in construction upon all or any portion of the Community and such Owners and builders shall conduct their operations strictly in accordance therewith. If any Architectural Review Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and

specifications have been submitted to it, such approval shall be deemed to have been given. As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any improvement, change, modification, addition or alteration. In the discretion of the Architectural Review Committee, an Owner may be required to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including, without limitation, purely aesthetic considerations, and it shall be entitled to ascertaining whether or not these restrictive covenants have been or are being complied with. Such Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Association may record in the appropriate land records a notice of violation hereunder naming the Violating Owner. If construction does not commence on a project for which plans have been approved within 12 months of such approval, such approval shall be deemed withdrawn, and it shall be necessary for the Owner to resubmit the plans to the Architectural Review Committee for reconsideration.

6.4 Limitations of Liability. Plans and specifications are not improved for engineering or structural design or quality of materials or compliance with any applicable code, federal, state or local, and by approving such plans and specifications neither the Declarant, the Architectural Review Committee, the members thereof, nor the Association assumes liability or responsibility therefore, nor any defect in any structure construction from such plans and specifications. Neither Declarant, the Association, The Architectural Review Committee, The Board of Directors, nor the officers, directors, members, employees and agents of any of them shall be liable in damages to anyone submitted plans and specifications to any of them for approval to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance 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 or specifications and every Owner agrees that such Person or Owner will not bring any action or suit against Declarant, the Association, The Architectural Review Committee, the Board of Directors or the officers, directors, members, employees, and agents of any of them to recover any damages and hereby releases,, remises, quitclaims and covenants not to sue for all claims, demands and causes of actions rising out of or in connection with any judgment, negligence or nonfeasance 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 release is given.

6.5 No Waiver. The approval of the Architectural Review Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring approval or consent of the Architectural Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or drawings or matters whatever subsequently or additionally submitted for approval or consent.

6.6 Variations. Notwithstanding anything to the contrary contained herein, the Architectural Review Committee shall be authorized to grant individual variances from any of the provisions of this Declaration and the architectural guidelines if it determines that waiver of application or enforcement of the provision in a particular in a particular case is dictated by unique circumstances, such as, but not limited to, topography, natural obstructions, hardship, aesthetic considerations or environmental considerations and would not be inconsistent with the overall scheme of development for the Community. No variance shall (a) be effective unless in writing, (b) be inconsistent with the overall scheme of development for the Community, or (c) stop the Architectural Review Committee from denying a variance of any governmental agency or the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6.7 Enforcement. Any structure or improvement placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Architectural Review Committee, Owners shall, at their own cost and expense, remove such structure or improvement and restore the land to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, the Architectural Review Committee and its agents shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. All costs, including, without limitation, attorney's fees, may be assessed against the Lot as a specific assessment. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the architectural guidelines may be excluded by the Architectural Review Committee from the Community, subject to any applicable notice and hearing procedures contained in the Bylaws. In such event, neither the Architectural Review Committee, the Association, its officers, or directors shall be held liable to any Person exercising the rights granted by this paragraph. In addition to the foregoing, the Association shall have the authority and standing to pursue all other remedies available at law and equity to enforce the provisions of this Article.

Article 7  
Use Restrictions and Rules

- 7.1 Rules and Regulations. The Board of Directors may, from time to time, without a vote of the members, promulgate, modify or delete rules and regulations applicable to the Community. Such rules and regulations shall be distributed to all Owners prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled or modified by a majority of the Total Association Vote and the consent of Declarant.
- 7.2 Residential Use. Each Lot shall be used for residential purposes exclusively. Leasing of a Lot for residential occupancy shall not be considered a business or business activity. No trade or business of any kind may be conducted in or from a Lot, Except that the Owner or Occupant residing in the residence on a Lot may conduct business activities within the residence so long as the business activity: (a) does not otherwise violate the provisions of the Declaration or Bylaws; (b) are not apparent or detectable by sight, sound or smell from the exterior of the Lot; (c) does not unduly increase traffic flow or parking congestion, (d) conforms to all zoning requirements for the Community; (e) does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (f) is consistent with the residential character of the Community; (g) does not constitute a nuisance or a hazardous or offensive use; and (h) does not threaten the security or safety of other residents of the Community, all as may be determined in each case in the sole discretion of the Board of Directors. The Terms "business" and "trade", as used in this provisions, 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 provisions 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) the activity is engaged in full or part-time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity. The Board of Directors may issue rules regarding permitted business activities.
- 7.3 Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the Declarant or the Architectural Review Committee. Notwithstanding the foregoing, the Board and the Declarant shall have the right to erect reasonable and appropriate signs. "For Sale" signs and security signs consistent with the Community-Wide Standard and any signs required by legal proceedings may be erected upon any Lot. The provisions of this Section shall not apply to any Mortgagee in possession due to foreclosure of a first Mortgage or a grantee pursuant to any deed in lieu of such foreclosure.
- 7.4 Vehicles; Parking. Vehicles shall be parked only in appropriate parking spaces serving the Lot or other designated areas, if any. On-street parking, other than in connection with special events as approved by the Board of Directors, shall be

shall be permitted within the Community for up to 5 consecutive days. All parking shall be subject to such rules and regulation as the Board may adopt. The term "vehicles", as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts. Golf carts, trucks, campers, buses, vans and automobiles. The term "parking Areas" shall refer to the number of garage parking spaces and spaces located in the driveway of each Lot. All homes shall contain a garage unless approved by Architectural Review Committee, carports shall not be permitted. Garage doors should be kept closed at all times, except during times of ingress and egress from the garage. No vehicle may be left upon any portion of the Community, except in a garage or other area on a Lot approved by the Architectural Review Committee, for a period longer than five days if it is unlicensed or it is in a condition such that it is incapable of being operated on the public highways. After such five-day period, such vehicle shall be considered a nuisance and may be removed from the Community by the Association. Any towed vehicle, boat, recreation vehicle, motor home, trailer, motorcycle, minibikes, scooters, go-cart, golf cart, commercial truck, camper, bus or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other area on the Lot approved by the Architectural Review Committee. For periods longer than 24 hours each shall be considered a nuisance and may be removed from the Community by the Association. Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

- 7.5 Leasing. Lots may be leased for residential purposes. All leases shall require, without limitation, that the Occupants acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions and rules and regulation of the Association. The lease shall also obligate the Occupants to comply with the foregoing.
- 7.6 Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets. No animals shall be kept, bred or maintained for any commercial purpose. No exterior pens shall be erected or maintained on any Lot without prior written consent of the Architectural Review Committee. The Board of Directors shall have the right to approve the type of pets and the reasonable number thereof which may be maintained on a Lot. The Board of Directors shall have the right as its sole and absolute discretion to issue rules and regulations applicable to the keeping of household pets within the Community.
- 7.7 Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on a Lot. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye: nor shall any substance, thing or material be kept that will emit foul or obnoxious odors or that will cause any noises or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding

property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using the property within the Community. No plants, animals, device or thing of any sort shall be maintained in the Community whose activities or existence is any way noxious, dangerous, unsightly, and unpleasant or of a nature as may diminish or destroy the enjoyment of the Community by other Owners and Occupants. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot.

- 7.8 Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in any part of the Community.
- 7.9 Antennas. No exterior antennas, receiving dishes or similar apparatus of any kind for receiving or transmitting of radio or television signals shall be placed, allowed or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Review Committee; provided, however, the Architectural Review Committee shall approve one television satellite receiving dish not larger than 24 inches in diameter which is mounted to the main dwelling so as not to be visible from the street in front of the Lot.
- 7.10 Tree Removal. No trees that are more than four inches in diameter at a point 12 inches above the ground shall be removed without the prior written consent of the Architectural Review Committee. However, no ornamental or flowering trees, including, but not limited to, dogwood trees, cottonwood trees, cherry trees or apple trees, regardless of diameter shall be removed without the prior written consent of the Architectural Review Committee. Owners shall also comply with any local ordinance applicable to tree removal. In the event of a conflict between the provisions of this Section and any local ordinance, the more restrictive provision shall govern. This provision shall not apply to the Declarant.
- 7.11 Drainage. Catch basins, retention ponds, detention ponds and drainage easement areas are for the purpose of controlling the natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner may obstruct or alter the drainage flows after location and installation of catch basins, retention ponds, detention ponds, drainage swales, storm sewers or storm drains without the prior written consent of the Architectural Review Committee;
- 7.12 Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, shrub or other planting or thing shall be placed or permitted to remain where, in the opinion of the Board it would create an unsafe condition.
- 7.13 Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, swimming pool pumps, filters and related equipment, and other similar items shall be located or