

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
LAUREL POINTE

THIS DECLARATION, made on the date hereinafter set forth by Laurel Pointe, LLC hereinafter referred to as Developer.

WITNESSETH:

Developer is the owner of the property in Oconee County, South Carolina, more particularly described as shown on that certain Plat prepared by Ray Dunn, P.E. dated November 28, 2005 and recorded in the Oconee ROD in Plat Book B-110 Page 6 and as amended by Plat prepared by Ray Dunn dated June 6, 2006 and recorded in Plat Book B175 at Page 1 on November 9, 2006 (hereinafter referred to as the "Property") and desires to develop the Property as a planned community.

That the Developer and Hammond Realty, LLC are the current Owners of all the property described above which was previously subjected to Protective Covenants for Laurel Pointe Subdivision and recorded in the Oconee ROD in Deed Book 1478 Page 152 on February 1, 2006.

That Developer and Hammond Realty, LLC, as owners of all the lots in Laurel Pointe subdivision hereby revokes the Protective Covenants for Laurel Pointe Subdivision and recorded in the Oconee ROD in Deed Book 1478 Page 152 on February 1, 2006 and substitutes the following therefore upon the Property.

Hammond Realty, LLC hereby joins and consents to the revocation of the aforesaid restrictive covenants and the imposition of this Declaration upon the Property.

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions (hereinafter referred to as the "Restrictions") which are for the purpose of protecting the value and desirability of and which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such person.

ARTICLE I  
Definitions

1. "Association" means Laurel Pointe Owners Association, Inc., a South Carolina corporation not-for-profit, its successors and assigns.
2. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Residential Lot which is a part of the Property, including contract sellers,

but excluding those having such interest merely as security for the performance of an obligation.

3. "Residential Dwelling Unit" means any part of the Property which has been improved for use as a dwelling.

4. "Residential Lot" means a platted lot intended to be used for the construction of a Residential Dwelling Unit.

5. "Articles" means the Articles of Incorporation of the Association.

6. "Board" or "Board of Directors" means the Board of Directors of the Association.

7. "Bylaws" means the Bylaws of the Association.

8. "Declaration" means the Declaration of Covenants, Conditions and Restrictions applicable to the Property.

9. "VA" means the Veterans Administration and its successors and assigns.

10. "FHA" means the Federal Housing Administration and its successors and assigns.

11. "Mortgagee" means any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of any obligation, including a bank, savings and loan association, insurance company, any real estate or mortgage investment trust, and insurers or guarantors of mortgages, including, without limitation, the Federal National Mortgage Association, the Government National Mortgage Association, the VA, the FHA or any lender generally recognized as an institutional type lender.

12. "Unit" used without qualifying language includes Residential Lots and Residential Dwelling Units.

13. "Initial Maximum Annual Assessment" shall be the annual assessment for the calendar year during which the first Residential Lot is conveyed to an Owner which shall not exceed \$750.00.

14. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

15. "Declarant" means Developer, its successors and assigns with respect to the Property.

ARTICLE II  
Membership and Voting Rights

1. **Right to Membership.** Every Owner of a Residential Lot which is subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot.

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

(a) **Class A.** Class A members shall be all Owners, with the exception of the Declarant. Each Class A member shall be entitled to one (1) vote for each Residential Lot owned.

(b) **Class B.** Class B members shall be the Declarant who shall be entitled to three (3) votes for each Residential Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, which ever first occurs:

(1) the number of votes assigned to Class A members equals the number of votes assigned to Class B members;

(2) within six (6) months from that time at which all the Residential Dwelling Units that are subject to this Declaration have been completed, have been conveyed to purchasers and no Residential Dwelling Units or Lots are under construction or offered for sale by the Declarant in the ordinary course of business; or

(3) ten (10) years from the date of recording this Declaration.

3. **Multiple Owners.** When any Residential Lot is owned of record in the names of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership, only one of such persons, who shall be designated by such joint owners, shall become the member entitled to vote. Such vote shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any such Residential Lot. Where a partnership, corporation or other entity is a Class A member, such Class A member shall designate one representative of such partnership or such corporation or other entity to be the member entitled to vote.

ARTICLE III  
Covenant of Maintenance Assessments

1. **Creation of the Lien and Personal Obligation of Assessments.** Each owner of any Residential Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such

deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Residential Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Lot at the time when the assessment fell due. In the case of co-Owners, each co-Owner shall be jointly and severally liable for the entire amount of the assessment. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor in title.

2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement, maintenance and operation of the Common Areas, including, but not limited to, the maintenance of the entrance gate, pillars, landscaping and 30" Private Drive as shown on the Subdivision Plat. In addition, the assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management Systems, if any.

3. Maximum Annual Assessment.

1. During the calendar year when the first Residential Lot is conveyed to an Owner, the maximum annual assessment shall be the Initial Maximum Annual Assessment.

2. From and after January 1 of the year immediately following the conveyance of the first Residential Lot to any Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

3. From and after January 1 of the year immediately following the conveyance of the first Residential Lot to any Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rd) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

4. The Board shall fix the annual assessment at an amount not in excess of the maximum.

5. The Board, in determining the common expenses, may establish and maintain a reserve fund for the periodic maintenance, repair and replacement of the Common Areas or for such other purposes as the Board deems prudent for the operation of the Association.

4. Special Assessments. In addition to the annual assessments authorized above, the

Board may levy, in any assessment year, a special assessment applicable to that year provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

In addition, the Board may assess a special assessment against an Owner for the cost to repair any damage or injury to the Common Areas caused by the Owner's negligence or for such other amount as determined by the Board due to an Owner's failure to comply with the provisions of this Declaration as hereinafter provided.

5. Notice and Quorum for Any Action Authorized under Paragraphs 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 3 and 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 such meeting, the presence of members or of proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residential Lots (except special assessments specifically assessed against an Owner for costs incurred solely on account of his negligence or failure to comply herewith). Declarant, shall not be required to pay annual or special assessments on any Residential Lot owned by Declarant provided however, in the event that the Declarant is a Class B member or is otherwise in control of the Association, Declarant shall pay to the Association no less frequently than monthly, an amount equal to the difference between the operating expenses incurred by the Association and the assessments receivable from other members and other income of the Association for each month.

7. Date of Commencement of Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Residential Lots conveyed to an Owner on the first day of the month following the conveyance of the first Residential Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment shall be payable at the times and in the manner determined by the Board. 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 Residential Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Residential Lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by its due date shall be subject to a late charge of ten percent (10%) of the amount of the payment due and shall bear interest from the due date at the rate of fifteen percent (15%) 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 Residential Lot. No Owner may escape liability for the assessments provided for herein by abandonment of his Residential Lot. The Board may suspend the voting rights and right to use the Common Areas of a member

during any period in which such member shall be in default of any assessment levied by the Association.

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 Residential Lot shall not affect the assessment lien. However, the sale or transfer of any Lot in lieu of foreclosure to the Mortgagee thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Lot from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Residential Lots as a common expense or special assessment and/or enforced personally against the transferror.

#### ARTICLE IV Architectural Control

1. Design Criteria. It is the Declarant's intent to create and maintain a subdivision in harmony with its surroundings and the natural elements of the Property. The Residential Dwelling Units constructed or to be constructed on the Property have been or will be designed to be compatible with each other and to establish a level of construction standards. No owner is permitted to make any changes to the exterior of any Residential Dwelling Unit or other improvement on the Property without the prior approval of the Architectural Control committee of the Association (hereinafter referred to as the "ARC").

2. Necessity of Architectural Review and Approval. No building, fence, wall, landscaping or other structure, which is visible from outside any Residential Dwelling Unit, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change in alteration, including, without limitation, a change in the exterior color, 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 ARC. In the event the ARC fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with.

3. Architectural Control Committee. The ARC shall be appointed by a majority vote of the Board at a meeting duly called for such purpose or by resolution executed by a majority of the members of the Board. The majority of the ARC shall constitute a quorum to transact business at any meeting.

4. Provisions Inoperative as to Declarant. Notwithstanding any other provisions of this Declaration, any development of the Property or construction of Residential Dwelling Units

by Declarant shall not be subject to review and approval by the ARC.

## ARTICLE V Use of Property

In order to provide for congenial occupancy of the Property and for the protection of the value of the Residential Dwelling Units, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

1. **Common Areas.** The Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Areas without prior written consent of the Board.
2. **Insurance.** No use shall be made of the Common Areas which will increase the rate of insurance upon the Property without the prior consent of the Board. No Owner shall permit anything to be done or kept on the Common Areas which will result in cancellation of insurance on any part of the Common Areas or which will be in violation of any law. No waste shall be committed in the Common Areas.
3. **Nuisances.** No obnoxious or offensive activity shall be allowed upon the Common Areas, nor any use or practice which is the source of annoyance or nuisance to Owners or guests or which interferes with the peaceful possession and proper use of the Common Areas by Owners. The Board shall have the power to adopt reasonable rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon, and to establish fines for the infraction thereof as hereinafter provided. In addition, the Board may also suspend the right of a member to use the Common Areas, after notice and hearing for a period not to exceed sixty (60) days, as a result of such members infraction of such published rules and regulations.
4. **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Common Areas or any part thereof and all valid laws, zoning, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Common Areas shall be the same as is elsewhere herein specified.
5. **Surface Water or Stormwater Management System.** The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities. The Association shall be responsible for such maintenance and operation.

6. **Common Open Space.** Declarant hereby grants a Conservation Easement over the Common Open Space which shall run with the land to ensure that the Common Open Space remains undeveloped in perpetuity. No Owner, the Association or Declarant shall have the right to remove or destroy any trees or natural vegetation from the Common Open Space for any purpose without the express written permission of the Oconee County Planning Commission or its staff. Notwithstanding this or any other provision, Declarant hereby reserves the right to remove trees and other natural vegetation from the Common Open Spaces (with the approval of the Oconee County Planning Commission) for utility easements, passive recreational uses, drainageways and normal maintenance including the removal of dead or fallen trees and providing access for maintenance purposes. The Association shall be responsible for the proper maintenance of the Common Open Space.

## ARTICLE VI Easements

1. **Reservation of Easements.** Declarant reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use electric and telephone poles, wires, cables, conduits, storm sewers, drainage swales, sanitary sewers, water mains, gas, sewer and water lines and other public conveniences or utilities on, in and over the Common Areas.

2. **Drainage Easements.** Owners shall not obstruct or divert drainage flow from drainage easements. Declarant may cut drainage swales for surface waters and establish easements therefor wherever and whenever such action may appear to Declarant to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other action reasonably necessary to install utilities and maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements on the Property unless such improvements are restored to their condition prior to such disturbance promptly thereafter. Except as provided herein, the existing drainage system shall not be altered so as to divert the flow of water onto an adjacent property or into sanitary sewer lines.

3. **Additional Easements.** Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way over the property owned by Declarant. In addition, Declarant hereby reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Declarant shall own any portion of the Property. The easements and rights-of-way granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Areas.

4. **Cable Television Easement.** Declarant reserves for itself an exclusive easement for the installation and maintenance of radio and television cables within Common Areas and the rights-of-ways and easement areas referred to herein.



5. Encroachments. Declarant may grant individual Owners the right to encroach upon easements or Common Areas where necessary for the preservation of trees or the maintenance of overall aesthetics in the community.

## ARTICLE VII Rights of Mortgagees

1. Rights of Mortgagees. Upon written request to the Association identifying the name and address of a mortgagee, such mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Property or any Residential Dwelling Unit on which there is a first mortgage held, insured or guaranteed by such mortgagee.

(b) Any delinquency in the payment of the assessments or charges owed by an Owner of a Residential Dwelling Unit subject to a first mortgage held, insured or guaranteed by such mortgagee, which remains due but unpaid for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy, fidelity bond or other bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of the mortgage holders.

## ARTICLE VIII Reconstruction or Repair after Casualty

1. Restoration and Repair. In the event that any portion of the Common Areas is damaged or destroyed by casualty, it shall be repaired or restored to substantially the condition prior to the damage or destruction by the Association.

2. Insurance Proceeds. Repair or reconstruction of the Common Areas shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

## ARTICLE IX Restrictions Affecting Residential Lots

1. Residential Use. Each of the numbered lots in the subdivision shall be Residential

Lots used for dwellings only. No business or commercial building may be erected on any Residential Lot and no business may be conducted on any part thereof.

2. **Location of Structures.** The location of all structures (including building, fences and walls) and shrubbery placed upon any Residential Lot shall comply with the requirements of all zoning and building ordinances applicable thereto.

3. **No Sheds, Shacks or Trailers.** No shed, shack, mobile home, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Residential Lot.

4. **No Offensive Activities.** No illegal, obnoxious or offensive activity nor any nuisance whatever shall be permitted or carried on in any part of the Property, nor shall anything be permitted therein which will become an annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate on any part of the Property.

5. **Exterior Maintenance.** Each Owner shall be responsible for the maintenance of the lawn, landscaping and exterior of all buildings and structures on the Residential Lot owned by such Owner, all of which shall be maintained in a neat and orderly manner with the lawns cut, landscaping trimmed and the exterior of the improvements painted and in good repair.

6. **Pets.** No animals or birds shall be kept on the Property for any commercial or breeding purpose. No outside domestic animals may be kept on any Lot and no more than three (3) indoor domestic animals may be kept on a Residential Lot for the pleasure of the occupants of the Residential Dwelling Unit built on such lot without the prior written approval of the Board. If, in the opinion of the Board, any animal becomes dangerous, an annoyance or destructive of property or wildlife, the Association shall have the right to require that such offending animal be removed from the Property. Birds and rabbits shall be kept caged at all times.

7. **Clotheslines.** No clothes or laundry shall be hung where the same are visible from any street or Residential Lot.

8. **Parking.** No vehicle shall be parked on any Residential Lot or street on the property unless such vehicle is operable on the highways of the State of South Carolina and has a current license tag. No repair work shall be performed on the vehicle except minor repairs which are completed within a two (2) hour duration. No boat, recreation vehicle, truck or other commercial vehicle shall be parked on a Residential Lot except in areas completely screened in view from the streets and all other Residential Lots.

9. **Garages.** Lots 1, 2, 3, 4, 5, can either have an attached garage or not a garage; but are prohibited from having a detached garage. Lots 6 & 7 can choose to have attached garage, detached garage, or not a garage. No outbuildings are permitted on any lot.

10. Amendments or Additional Restrictions. Declarant shall have the right to:

(a) Amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;

(b) Amend these covenants and restrictions to comply with the requirements of the United States Department of Housing and Urban Development, FHA or VA;

(c) Amend these covenants and restrictions for the purposes of curing any ambiguity or inconsistency between the provisions contained herein;

(d) Include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the property being conveyed which do not lower the standards of the covenants and restrictions contained herein;

(e) Release any building plot from any part of the covenants and restrictions which have been violated, (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant determines such violation to be a minor or insubstantial violation.

11. Signs. No signs shall be displayed on any Residential Lot except "For Sale" signs which signs may refer only to that particular premises for sale and shall be of materials, size, height and design approved by the ARC. The Association may enter upon any Residential Lot and summarily remove any signs which do not comply with the provisions of this paragraph.

12. Trash receptacles. Trash receptacles shall be in complete conformity with sanitary rules and regulations. No trash or garbage Incinerators shall be permitted. Trash receptacles are not to be visible from the street or from the waterfront. All trash is to be removed from the premises no less often than once each week.

13. Trucks, trailers. No trucks (except pickup trucks), trailers or habitable vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage.

14. Private water supply. No Individual water supply system shall be permitted except solely for Irrigation purposes, or for other non-domestic use.

15. Boat docks. No boathouses shall be permitted. Boat docks shall be permitted to be constructed adjoining any waterfront lot in accordance with any rules or regulations in effect at the time of construction for Lake Keowee.

16. Land elevation. No substantial changes in the elevations of the land shall be made on the premises.

17. Waterfront obstructions. No structure except docks, piers, or pilings permitted by paragraph 15 shall be constructed nor any fill used to extend the property beyond the lot and bulkhead line on any waterfront property.

18. Antennas, Satellite Dishes or Discs. No freestanding radio or television transmission or reception towers, antennas, discs or satellite dishes which exceed 28" in diameter may be erected or maintained on any lot.

19. Septic tanks. A septic tank and drain field shall be placed on each lot by the property owner in accordance with the requirements of the S.C. Department of Health and Environmental Control having jurisdiction over the premises.

20. Driveway Easements reserved. The grantor reserves an easement for the 30' private drive and cul-de-sac shown on the above described plat. The grantor further reserves easements shown on the ground as follows; for the use of Lot No. 1, an easement 12' in width for the installation of a driveway over and through Lots 2, 3, and 4; the grantor further reserves for the use of Lot No. 2, an easement 12' in width for the installation of a driveway over Lots 3 and 4; the grantor further reserves for the use of Lot No. 3, an easement 12' in width for the installation of a driveway over Lot 4; the grantor further reserves for the use of Lot No. 4, an easement 12' in width for the installation of a driveway over Lot No. 5; the grantor further reserves for the use of Lot No. 7, an easement 12' in width for the installation of a driveway over Lot No. 6; the grantor further reserves for the use of Lot No. 6 an easement 12' in width for the installation of a driveway over Lot No. 5. No driveways of any lot may interfere with the driveways of another lot. All driveways must either be concrete or asphalt. Said driveway easements shall be located on the ground where they have been graded by the owners prior to construction on each lot.

21. Easements. The Declarant, for itself and its successors and assigns, reserves the right, privilege and easement over and under all easement areas shown on the Plat and the Two (2) foot strip of land at the rear and the sides of each Residential Lot to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage swales, sewer mains and other suitable equipment for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences and utilities. The Owners of the Residential Lots subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title and interest in and to wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property subject to such privileges, rights and easements. No structure, pavement or other improvement shall be erected on any part of any easement except by Declarant and, in the event any such improvement is placed in said easement by a person other than Declarant, the same shall be removed upon request by the Declarant or the Association at the cost of the Owner of such

Residential Lot upon which such easement and improvement are located.

22. **Houseboats.** No houseboat shall be allowed to be docked at any of the seven (7) private boat docks located upon the Property nor may any boat be used or occupied as a residence at any time.

23. **Building Construction and Quality.** All buildings and outbuildings erected upon any lot shall be constructed of new material of good grade, quality and appearance and shall be constructed in a proper, workmanlike manner. The exterior surface of any building shall not be exposed concrete/cement blocks or vinyl siding. Developer reserves the right to disapprove of a builder that has not demonstrated the ability to construct the home in a timely or proper fashion, with respect to local codes and subdivision requirements.

24. **Completion of Construction.** After commencement of construction of any improvement on any Lot, the Owner shall diligently prosecute the work to the end that the improvement shall not remain in a partly finished condition any longer than reasonably necessary for completion. All exterior improvements and exterior construction shall be completed within one (1) year after obtaining building permit. These improvements include grading, septic, water, driveway, landscaping, and all exterior construction of the home. During construction, the Owner shall cause the Lot to remain in a reasonably neat and orderly condition, preventing the accumulation of trash and the runoff of surface water and soil from the Lot onto adjacent property or streets. If, at the end of the above stated one (1) year period, construction of any improvement is not being diligently pursued by the Owner, then the Developer shall have the option to proceed with such construction and any cost incurred by the Developer relative to such construction shall be paid by the Owner.

25. **Dwelling Size.** The square footage requirements are "Enclosed Heating Living Area" and are exclusive of the area in unfinished basements, unheated porches of any type, attached or detached garages, carports, and unheated storage areas, decks or patios. No dwelling erected upon any Lot shall contain less than 2,200 square feet. A finished lower level (basement) square footage can qualify for "Enclosed Heating Living Area" if all three (3) following conditions are met: 1. Perimeter wall facing the lake must be a walk out with Sliding Glass Doors, French Doors, or equivalent; 2. Area must be fully heated and air conditioned; 3. Area must be constructed to a quality equal to the above grade levels of the dwelling.

## ARTICLE X General Provisions

1. **Legal Action and Violation.** If any Owner violates or attempts to violate any of these covenants and restrictions (hereinafter referred to as the "Offending Owner"), Declarant, any Owner or the Association may, upon ten (10) days written notice to the Owner of the offending Residential Lot, prosecute proceedings at law for the recovery of damages against the Offending Owner and maintain a proceeding in equity against Offending Owner for the purpose

of preventing or enjoining all or any such violation or attempted violation. If any improvement exists on any Residential Lot which has not been installed or erected by Declarant or approved by the ARC or if any condition exists which is in violation of these covenants and restrictions, Declarant and the Association shall have the right, but not the obligation, to enter upon the Residential Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Offending Owner, and/or the Board may assess a reasonable fine against such Offending Owner, which expense or fine (herein called "Special Assessment") shall be payable by such Owner to the Declarant or the Association on demand. Any entry, abatement, correction or removal shall not be deemed a trespass or make the Declarant or Association liable for any damages on account thereof. The remedies contained in this paragraph shall be cumulative of all other remedies now and hereinafter provided by law and equity.

2. **Waiver.** The failure of the Association to enforce any covenant, restriction, obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as a breach or violation hereof.

3. **Attorneys Fees.** Any Owner found to be in violation of these restrictions shall be obligated to pay the reasonable attorneys's fees of the Association, Declarant or any Owner in any action seeking to enforce or prevent, correct or enjoin such violation or seeking damages for the breach of these restrictions.

4. **Severability.** All regulations herein contained shall be several and independent. The invalidity of one or more or any part of one shall in no way impair the remaining restrictions or any part thereof.

5. **Rights of Declarant.** Declarant shall have the right to waive compliance with these restrictions where Declarant makes a good faith determination that such violation is minor and will not cause a material disruption of the development plan contemplated hereby.

6. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended from time to time by the Association in the manner as provided by the Articles.

7. **Provisions Inoperative as to Initial Construction.** Nothing contained in this Declaration shall be interpreted or enforced so as to prevent Declarant, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part whatever is necessary, convenient or desirable for the development of the Property or the construction of Residential Dwelling Units. Declarant and its assigns shall have the right to construct and use signs, trailers, buildings, model centers, offices and any other improvements as necessary for the construction and sale of Units.

8. **Assignment of Declarant Rights.** Declarant shall have the sole and exclusive right



