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FOR REGISTRATION REGISTER OF DEEDS
Stephanie A. Norman
Burke County, NC

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Instrument # 2017004834

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STATE OF NORTH CAROLINA
COUNTY OF BURKE

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
PARADISE HARBOR SUBDIVISION
PHASES 1, 2, 3, 4, 5, 6, 7, & 8 AND
EAST EXTENSION PHASES 1, 2, 3, & 4**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PARADISE HARBOR SUBDIVISION (the "Declaration") is made this 22nd day of May, 2017, by and between **Paradise Harbor, LLC**, a North Carolina limited liability company (hereinafter, the "Declarant"); and **Paradise Harbor Property Owners Association, Inc.**, a North Carolina nonprofit corporation (hereinafter, the "Association"), for itself and on behalf of each and every lot owner and member in Paradise Harbor Subdivision (hereinafter, the "Subdivision"); and any and all persons, firms, or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration.

WITNESSETH:

WHEREAS, the Association and the Subdivision are governed by certain governing documents, including articles of incorporation of the Association (hereinafter, the "Original Articles"), declarations of covenants, conditions, and restrictions on record (including without limitation recorded documents found in (1) Deed Book 1379, Page 1, (2) Deed Book 1428, Page 931, (3) Deed Book 1479, Page 842, (4) Deed Book 1548, Page 785, (5) Deed Book 1803, Page

761, (6) Deed Book 1928, Page 936, (7) Deed Book 1991, Page 62, (8) Deed Book 1991, Page 75, and (9) Deed Book 2151, Page 719, all of the Burke County Registry) (hereinafter referred to, collectively or individually, as the "Original Covenants") and bylaws (hereinafter, the "Original Bylaws") (collectively, the Original Articles, Original Covenants, and Original Bylaws hereinafter referred to as the "Original Governing Documents"); and,

WHEREAS, Declarant is the original developer of the Subdivision; and,

WHEREAS, all of the parties hereto desire to amend the Original Covenants as set forth herein; and,

WHEREAS, all of the parties hereto desire to consolidate all of the Original Covenants, as amended as set forth herein, into a single set of new covenants, conditions, and restrictions for the Association and the Subdivision, hereby replacing all of the Original Covenants with a new uniform single set of governing documents as set forth herein, which shall amend and supersede the terms of the Original Covenants; and,

WHEREAS, more than sixty-seven percent (67%) of the members of the Association have voted to adopt the amended and restated Declaration as hereinafter set forth; and,

WHEREAS, the Subdivision consists of several phases, each of which is more particularly described by the following plats thereof recorded in the Burke County Registry, to which reference is hereby made for a more complete description:

Phase 1:	Plat Book 37, Page 165-181 (superseding Plat Book 25, Page 190-214)
Phase 2:	Plat Book 27, Page 17-27
Phase 3:	Plat Book 30, Page 75
Phase 4:	Plat Book 31, Page 203
Phase 5:	Plat Book 33, Page 23
Phase 6:	Plat Book 41, Page 170
Phase 7:	Plat Book 41, Page 168
Phase 8:	Plat Book 44, Page 13-24

East Extension Phases

Phase 1:	Plat Book 28, Page 179-195
Phase 2:	Plat Book 29, Page 285-293
Phase 3:	Plat Book 33, Page 289
Phase 4:	Plat Book 40, Page 39-57, and Plat Book 40, Page 297

; and,

WHEREAS, the lots in the Subdivision are so situated as to comprise a neighborhood unit and it is the intent and purpose of the Declarant to convey the aforesaid lots to persons who will erect thereon residences to be used for single family purposes, subject to the provisions hereinafter set forth; and,

WHEREAS, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property subject to the Declaration for the benefit and protection of the Subdivision, and each of the individual lot owners in the Subdivision and for the mutual protection, welfare and benefit of the present and future owners thereof; and,

WHEREAS, Declarant desires to provide for (1) the preservation of values of the Subdivision subject to the terms hereof, and (2) the preservation and maintenance of the Common Property and the Boat Slips established by the Original Covenants as well as in this Declaration.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described in the Original Covenants (all of such real property so described and making up the Subdivision, and which is also all of that real property shown on those plats referenced in Article I, Section 18 below, hereinafter referred to as the "Property") as referenced above is made subject to the Declaration and its restrictions and 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 the Subdivision as it now exists and may hereafter be expanded, and that such easements, restrictions, covenants, and conditions shall burden and run with said Subdivision and be binding on all parties now or hereafter owning said Subdivision real property and their respective heirs, successors, and assigns, having any right, title or interest in the properties now or hereafter subjected to the terms hereof, or any part thereof, and shall inure to the benefit of each owner thereof and their respective heirs, successors, and assigns, and it is further acknowledged that the Subdivision, as is now constituted is a Planned Community subject to the terms of the Act (as hereinafter defined).

ARTICLE I DEFINITIONS

1. Act. "Act" shall mean the North Carolina Planned Community Act, Chapter 47F of the North Carolina General Statutes.
2. Articles. "Articles" shall mean the Articles of Incorporation of the Association and any amendments thereto.
3. Association. The "Association" shall mean and refer to Paradise Harbor Property Owners Association, Inc., a non-profit North Carolina corporation, its successors and assigns.
4. Board. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.
5. Boat Slip. "Boat Slip" shall mean and refer to a boat slip constructed by Declarant on Lot 204 of the Subdivision.
6. Boat Slip Lot. "Boat Slip Lot" shall mean and refer to any Lot to which an exclusive right of use of a designated, appurtenant Boat Slip has been granted in an instrument recorded in

the Burke County, North Carolina Registry.

7. Boat Slip Owner. "Boat Slip Owner" shall mean and refer to any Owner of a Boat Slip Lot.

8. Bylaws. "Bylaws" shall mean the Bylaws of the Association and any replacements thereof, or amendments thereto.

9. Committee. "Committee" shall mean the Architectural Review Committee established by the Declarant for the purpose of administering control over architectural, landscaping, and related matters, as provided in Article V of this Declaration.

10. Common Property. "Common Property" shall mean all property owned by the Association for the common use and enjoyment of all or a designated classes of members. Common Property includes without limitation all existing and future roads and right-of-ways and all greenways, median strips, cul-de-sac centers, planting areas, and recreational areas, and facilities, open space, walking trails, easements, boat ramps, community boat slips, and community piers, that are developed on the Common Elements (it being understood that this enumeration is by way of description of the type of facilities that may be developed and in no way shall bind or obligate the Declarant to provide any of the described facilities) and all entry way, directional, and informational signs (and the areas set aside for their location) and any other property as may be purchased or provided for the common use and benefit of the Declarant, the Owners, and any member in the Association, including without limitation such Common Property as may be shown on the recorded plat(s) of the Property. Except by the Declarant, the Common Property shall not be used for public commercial purposes, but may be used for the enjoyment of the Association's members, and for fund-raising activities to support the purposes of the Association.

11. Contract Buyer. "Contract Buyer" shall mean any person who has a valid long term contract for the purchase of a Lot from Declarant, where pursuant to the terms of such Contract, the Buyer is making long term periodic payments to Declarant and will receive a fee simple deed for the Lot once all payments have been made in full toward the total purchase price. Every Contract Buyer shall have the rights of an Owner and Member of Association, as set forth in this Declaration, but subject to the terms herein, including the right of Declarant to revoke the rights of ownership and membership in the event of Buyer default under such Contract.

12. Declarant. "Declarant" shall mean Paradise Harbor, LLC, a North Carolina limited liability company (as original Declarant within the Original Covenants) and its successors and assigns if such successors and assigns acquire two or more undeveloped lots from the Declarant for the purpose of development and if the rights and obligations of the Declarant hereunder are expressly assigned to and assumed by such successors and assigns.

13. Dwelling Unit. "Dwelling Unit" shall mean and refer to the completed single family home located upon a Lot.

14. Lot. "Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of this Subdivision.

15. Management Documents. "Management Documents" shall mean this Declaration, the Articles and Bylaws of the Association, and the Rules and Regulations.

16. Member. "Member" shall mean and refer to each owner or owners of a Lot within the Subdivision who shall also then be a member of the Association for such period of ownership. If a Lot is owned by more than one person, then such persons collectively shall be the Member and shall be entitled to vote only those voting shares allocated to such Lot.

17. Owner. "Owner" shall mean and refer to any contract buyer and/or the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of any of the Property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation; provided, however, Declarant shall not be deemed an Owner.

18. Property. "Property" shall mean and refer to that certain property shown on the plats recorded in the Plat Books and Pages listed below, and any additional property which Declarant may make a part of this Subdivision. The terms "Property" and "Subdivision" are interchangeable.

Phase 1:	Plat Book 37, Page 165-181 (superseding Plat Book 25, Page 190-214)
Phase 2:	Plat Book 27, Page 17-27
Phase 3:	Plat Book 30, Page 75
Phase 4:	Plat Book 31, Page 203
Phase 5:	Plat Book 33, Page 23
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Phase 3:	Plat Book 33, Page 289
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19. Rules and Regulations. "Rules and Regulations" shall mean reasonable rules and regulations as may be adopted from time to time by the Association.

20. Special Declarant Right. "Special Declarant Rights" or "Declarant's Rights" shall mean rights reserved for the benefit of the Declarant, including without limitation the Special Declarant Rights allowed to the Declarant under Section 47F-1-103 (28) of the Act, but shall not include the right to elect, appoint, or remove any officer or member of the Board of Directors of the Association during the period of Declarant control. All such Special Declarant Rights, as authorized by the Act, are reserved to the Declarant.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

A. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration, irrespective of whether there may be additions thereto as hereinafter provided, is located in Burke County, North Carolina, and is shown on the Plats referenced in Article I, Section 18, above, and any amendments made thereto.

B. Additions to Existing Property. Additional property may be brought within the scheme of this Declaration and the jurisdiction of the Association in accordance with the following:

1. Declarant reserves the right to subject to this Declaration other contiguous property that it owns or may acquire, which may be developed into tracts and roadways and may later be made a part of the Subdivision. Declarant shall have and hereby reserves the right an option, from time to time and for so long as the Declarant owns any contiguous property, to subdivide all or any portion of the same into additional tracts by the filing of a plat designating such tracts on the records of Burke County, North Carolina, and upon any such filing the number of tracts located on the property shall be increased to include such additional tracts.

2. Additional residential property and common area, consisting of not more than five hundred (500) acres, outside of the area may be annexed to the properties and brought within the scheme of this Declaration and the jurisdiction of the Association in future stages of development without the consent of the Association or its members, provided, however, that said annexations, if any, must occur by September 30, 2024.

3. The additions authorized under subsections 1. and 2. shall be made by filing of record with the Burke County Registry, Supplementary Declarations of Covenants, Conditions, and Restrictions of the Subdivision, describing the additional real properties which have extended to it the scheme of development of this Declaration and its restrictions and the jurisdiction of the Association, and shall thereafter subject such additional real properties (and each Lot created thereby) to assessments for a share of the Association's expenses as determined hereby. Said Supplementary Declarations may contain such complementary additions and modifications to this Declaration as may be deemed reasonably necessary.

ARTICLE III
RIGHTS AND DUTIES OF THE ASSOCIATION

A. Governing Body. The Association shall be the governing body for all Owners with respect to the management, administration, maintenance, repair, and replacement of the Common Property. Subject to the provisions of this Declaration and unless expressly prohibited herein, the Association shall have all of the rights, powers, and authority allowed or allowable to it under the Act. The Association shall be governed by a Board of Directors which can act in all instances on behalf of the Association unless the Bylaws or the Act specifically provide otherwise.

B. Association's Authority with Respect to the Common Property.

1. Owner's Easements of Enjoyment. The Declarant and, to the extent provided by this Declaration, every Owner, shall have a right and easement of ingress, egress, and regress over the Common Property and over the roads within the Property, to be used in common with others, for the purpose of providing access to lot(s) owned or dwelling unit(s) owned by each such Owner for himself, his family, agents, licensees and invitees, and for his and their non-exclusive use and enjoyment of the Common Property, subject however to the limitations on such use and enjoyment of the Common Property as provided for in this Declaration. Every Owner, and the members of such Owner's family that reside with such Owner or the overnight guests of such Owner, shall have the right to use the recreational areas within the Common Property, subject however to such Owner paying when due the dues and assessments of the Association and abiding by all rules and regulations of the Association, including without limitation those governing the use of the recreational areas and the Common Property. Non-Owners shall only be entitled to use the recreational areas on such terms and conditions as the Association may select.

2. Maintenance of Common Property. The Association shall be responsible for the operation, maintenance, and repair of the Common Property.

3. Rules and Regulations. The Association shall have the right to adopt, publish, and enforce reasonable Rules and Regulations governing the Property, the use and enjoyment of the Common Property, and the personal conduct thereon of the Owners, their guests, invitees, tenants, and members of their families or households.

B. Membership, Voting Rights, Officers and Meetings.

1. Membership. Every Owner of a Lot which is subject to this Declaration shall be a Member of the Association. Membership is appurtenant to a Lot and may not be assigned. If and when Declarant develops additional phases in the Subdivision, the Owners of those Lots shall be Members of the Association. The Declarant shall also be a Member so long as it owns property within this expandable Subdivision.

2. Class Membership Voting. The Association shall have two (2) classes of membership:

a. Class A. Class A members shall consist of all Owners of Lots that are not Boat Slip Lots and shall be entitled to one vote for each Lot owned. When more than one (1) person owns an interest in a Lot, all such persons shall be members but the vote for such Lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one (1) vote be cast with respect to any Lot.

b. Class B. Class B members shall consist of all Owners of Boat Slip Lots and shall be entitled to one vote for each Boat Slip Lot owned. When more than one (1) person owns an interest in a Boat Slip Lot, all such persons shall be members but the vote for such Boat

Slip Lot shall be exercised as they, among themselves, shall determine in writing, which writing shall be filed with the Secretary of the meeting prior to voting, but in no event shall more than one (1) vote be cast with respect to any Boat Slip Lot.

3. Board of Directors. There shall be five (5) members of the Board of Directors of the Association who shall serve until such time as their successors are duly elected and agree to serve. The Directors shall have annual meetings and other such meetings as may be called at the request of the President of the Association or by any three (3) Directors. All Directors who have been elected by the membership of the Association during Annual Meetings prior to the recording of this Declaration are hereby recognized as duly elected Directors of the Association.

4. Suspension of Voting Rights. The Association shall have the right, subject to the procedural requirements of the Act, to:

a. Suspend the voting rights (if any) of an Owner for any period during which the annual POA Assessment and/or Boat Slip Assessment on his Lot remains unpaid, and to enforce collection of the same; and,

b. Suspend the voting rights (if any) of each Owner who is a Contract Buyer for any period of time during which payments to the Declarant pursuant to the terms of said contract are delinquent, during which period of time the Declarant shall succeed to the voting rights of said Contract Buyer.

5. Additional Phases. Declarant reserves the right (but is not obligated) to develop one or more additional phases of the Subdivision and incorporate the same within the provisions of this Declaration pursuant to Article II, Section B., above.

ARTICLE IV

COVENANTS FOR ASSESSMENTS

A. Property Owners Assessments.

1. Purpose of Property Owners Assessments. The Association shall have the duty to repair, replace, and maintain all recreational areas and improvements located thereon, and all streets, roads, road right-of-ways and other Common Property. The Association shall have the right, from time to time, to establish a reasonable assessment chargeable against all Lots (including Boat Slip Lots), which shall be used to pay: (1) the operating and administrative expenses of the Association; (2) the costs of maintenance, upkeep, replacement, and repair of all recreational areas and improvements located thereon, and all streets, roads, road right-of-ways, and other Common Property; and (3) other expenses necessary or useful to maintain and operate the Association and the recreational facilities and Common Property, including, without limitation, the procuring, maintenance and paying the costs of insurance related to the Common Property and of surety and other bonds related to the management of the Common Property and the Association (such assessment shall be referred to herein as the "POA Assessment").

a. It is understood, by way of example and without limitation, that the POA Assessment funds shall be used for such matters concerning Common Property as the following: maintenance, repair, and replacement of improvements within the recreational areas, the seeding and reseeding of road right-of-ways and Common Areas, erosion control, repairing of road shoulders, surfacing, patching and resurfacing of parking lot and road pavement, placement of gravel, and planting and maintenance of shrubs, trees, and seasonal flowers.

b. The POA Assessment funds may also be used by the Association for the purpose of adding to the recreational facilities.

2. Annual POA Assessments. The annual POA Assessment payable by each Owner shall be \$500.00 per Lot per calendar year. The annual POA Assessment shall be due and payable on January 31 of each year, provided the Board of Directors may elect to permit payment in such installments and at such times as it shall determine.

a. The POA Assessment shall be deferred as to any Lot purchased by a builder with the intent to build a house for resale to the public at large. The POA Assessment will be payable as to any Lot purchased by a builder for the purpose of building a custom home under contract with the ultimate residents. The POA Assessment will be prorated on a calendar year basis from the date title to each Lot for which an POA Assessment is payable is transferred to the Owner.

b. The annual POA Assessment may be increased or decreased by the Board of Directors of the Association without a vote of the membership to any amount not more than twenty percent (20%) in excess of the annual POA Assessment for the previous year. A majority vote of each class of voting members of the Association must approve an increase or decrease in the annual POA Assessment if such increase or decrease exceeds the POA Assessment amount for the previous year by more than twenty percent (20%).

c. Annually, the Board of Directors shall have determined and shall have given written notice to each Owner of the annual POA Assessment affixed against each Owner's Lot for the immediately succeeding calendar year.

3. Special POA Assessments. In addition to the POA Assessments specified herein, the Association may levy special POA assessments for the purpose of supplementing the annual POA Assessments if the same are inadequate to pay the reasonable maintenance expense and operating costs of the Association, provided that any such special POA assessments shall be consented to by a majority of each class of the voting members of the Association at a duly called meeting.

B. Boat Slip Owners Assessments.

1. Purpose of Boat Slip Owners Assessments. The Association shall have the duty to repair, replace, and maintain the Boat Slips. The Association shall have the right, from time to time, to establish a reasonable assessment chargeable only against the Boat Slip Lots, which shall be used to pay: (1) the costs of maintenance, upkeep, replacement, and repair of the Boat Slips;

(2) the annual rental payment to Duke Energy; and (3) other expenses necessary or useful to maintain and operate the Boat Slips, including, without limitation, the procuring, maintenance and paying the costs of insurance related to the Boat Slips and of surety and other bonds related to the management of the Boat Slips (such assessment shall be referred to herein as the "Boat Slip Assessment").

2. Annual Boat Slip Assessments. The annual Boat Slip Assessment payable by each Boat Slip Owner shall be \$250.00 per Boat Slip Lot per calendar year, which shall be in addition to the annual POA Assessment attributable to said Boat Slip Lot. The annual Boat Slip Assessment shall be due and payable on January 31 of each year, provided the Board of Directors may elect to permit payment in such installments and at such times as it shall determine.

a. The annual Boat Slip Assessment may be increased or decreased by the Board of Directors of the Association without a vote of the Class B membership to any amount not more than twenty percent (20%) in excess of the annual Boat Slip Assessment for the previous year. A majority vote of the Class B membership of the Association must approve an increase or decrease in the annual Boat Slip Assessment if such increase or decrease exceeds the Boat Slip Assessment amount for the previous year by more than twenty percent (20%).

b. Annually, the Board of Directors shall have determined and shall have given written notice to each Boat Slip Owner of the annual Boat Slip Assessment affixed against each Boat Slip Owner's Boat Slip for the immediately succeeding calendar year.

3. Special Boat Slip Assessments. In addition to the Boat Slip Assessments specified herein, the Association may levy special Boat Slip Assessments against the Boat Slip Owners for the purpose of supplementing the annual Boat Slip Assessments if the same are inadequate to pay the reasonable maintenance expense and operating costs of the Boat Slips as described in Section B.1. hereof, provided that any such special Boat Slip Assessments shall be consented to by a majority of the Class B membership of the Association at a duly called meeting.

C. Late Charges and Interest on Assessments. Any assessment not paid within thirty (30) days after the due date shall be subject to such late charges and shall bear interest at a rate per annum as shall be determined by the Board of Directors of the Association, which interest rate shall not exceed the highest rate of interest allowed by law.

1. Late Charge. The initial late charge imposed for late payment of any assessment is \$25.00 and shall be charged as to any assessment that is not paid within 30 days of its due date.

2. Interest. The initial interest rate for late payment is 18% per year (1.5% per month) which shall commence to accrue on any assessment or other account balance that is not paid within thirty (30) days of the date due.

3. Changes by Board of Directors. The Board of Directors may, consistent with the requirements of the Act, change the initial late charge, interest rate, due dates and lien assessment date by majority vote of the Board of Directors.

D. Lien for Unpaid Assessments.

1. In the event the Owner of any Lot fails and refuses, after demand by the Association, to pay any annual or special assessments, then the Association shall have a lien against said Lot and may enforce collection of said assessment in law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided to the end that such unpaid assessment together with the costs and expenses of collection, including without limitation, reasonable attorneys' fees, shall be a charge and lien against the Owner's Lot. When a claim of lien is filed of record in the Office of the Clerk of Superior Court of Burke County, the Association may foreclose the claim of lien in like manner as a mortgage on real estate under power of sale under Article 2A of Chapter 45 of the North Carolina General Statutes. Fees, charges, late charges, fines and other charges are enforceable as assessments under this section.

2. To secure the payment of the annual and special assessments levied by the Association, together with the cost of collection including attorney's fees, all such charges shall be a continuing lien upon the Lot against which the assessments are made. Such charges shall also be the personal obligation of the person(s) who were the owner or owners of such Lot at the time the assessment came due. Their personal obligation shall remain a lien upon the Lot upon transfer of title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by them.

3. Neither the assessments nor the costs of collection shall be a lien upon any Common Property, nor shall the lien upon any Lot for such charges be senior to any first lien mortgage or first lien deed of trust regardless of the fact the lien arose prior to the date and time of recording of any such first lien mortgage or deed of trust.

E. Removal of Obstructions and Unsightly Growth, Debris, and Materials.

1. Removal of Obstructions. The Association may remove any obstructions of any nature located within road right-of-ways or other Common Property or the Boat Slips (including but not limited to trees, shrubs and mailboxes) which, in the opinion of the Association, either might produce a hazard or might interfere with the ability or willingness of the State of North Carolina (or agency or department thereof) to take over the responsibility for maintenance of the roads.

2. Lien for Cost of Obstruction Removal. The Association shall have the right, in its sole discretion, to charge back the actual cost to it of removing obstructions against the Owner who directly, or through his agents, contractors or invitees caused or permitted an obstruction to be placed in any road right-of-way or other Common Property or the Boat Slips, and such Owner shall indemnify and save the Association harmless from all liability, claims, damages and expense imposed upon the Association, at law or in equity, caused by or resulting from the placement of any such obstruction in the road right-of-ways or other Common Property or the Boat Slips. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand

by the Association to pay said charge or liability, then the Association shall have a lien against such Owner's Lot in accordance with the provisions of the Act, and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the Owner's Lot and Dwelling Unit.

3. Removal of Unsightly Growth, Debris, and Materials. If the Association, in its sole discretion, determines that any Lot has become unsightly due to grass or weeds that have not been mown, or due to debris of any nature having accumulated on the Lot, then the Association shall have the right from time to time to enter the Lot for the purpose of mowing the grass or removing the debris. At least ten (10) days prior to entering a Lot for said purpose, the Association shall advise the Owner by letter, sent to his last known address, of the action to be taken if the Owner does not remedy the problem within the ten (10) day period. The Association shall take reasonable steps to avoid damage to any trees planted on such Lot, to the extent that the Association has been put on written notice in advance by the Owner of the approximate location on a chart or map of such Lot showing the location of planted trees to be avoided.

4. Lien for Cost of Growth, Debris, and Material Removal. The Association shall have the right in its sole discretion, to charge back the actual cost of mowing the grass or removing the debris against the Owner. In the event the Owner responsible for such charge or liability as aforesaid fails and refuses after demand by the Association to pay said charge or liability, then the Association shall have a lien against the Owner's Lot and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law, provided to the end that such charge or liability shall become a charge against the Owner's Lot and Dwelling Unit.

F. Duty to Make Repairs.

1. Until accepted for maintenance by governmental authority, the obligation for the repairs, maintenance and improvements of the roads as shown on the aforesaid plat(s) or any other Common Property or the Boat Slips shall be the responsibility of the Association, with the Owner of each Lot, except as provided herein, being responsible for payment of the assessments levied by the Association, which assessments shall be the personal obligation of the Owner of each Lot.

2. The decision to expend Association funds to repair and maintain the roads or other Common Property or the Boat Slips shall be made by a majority of the Board of Directors of the Association. By such vote, the Board may delegate such authority to any committee of the Board. No Owner may waive or otherwise avoid liability for the assessments provided for herein by non-use or abandonment of his Lot and/or Boat Slip.

3. Notwithstanding the foregoing, each Owner of a Lot shall be solely responsible for any repairs to a road right-of-way or other Common Property or the Boat Slips caused by the negligent act or acts of said Owner, his or her invitees, agents, licensees, or guests. For these

purposes it shall be a negligent act for any building material to be unloaded on any road or road right-of-way.

G. Fines for Violations. After notice and an opportunity to be heard, the Association may impose reasonable fines or suspend privileges or services provided by the Association (except right of access to lots) for reasonable periods for violations of the Declaration and its restrictions, the Bylaws, and the Rules and Regulations of the Association, including home construction guidelines.

ARTICLE V

ARCHITECTURAL CONTROL

A. Establishment of Architectural Review Committee. In order to control design and location of the house and other improvements to be constructed, erected, placed or installed (hereinafter "Improvements") upon the lots in the Subdivision, the Declarant hereby creates an Architectural Review Committee (hereinafter "Committee") for the purpose of reviewing, approving, suggesting changes to and rejecting plans and specification for such Improvements (regardless of when such Improvements are made), and the landscaping of each Lot. This Committee is also created for the purpose of reviewing, approving, suggesting changes to, and rejection swimming pools, out buildings boat houses, ramps, piers, driveways, enclosures for satellite dishes, and if Declarant so desires, for mailbox design. This Committee will be responsible for the control of size, color, materials, and content of rental and sales signs in this Subdivision, and for the approval or disapproval of boats, boat trailers, travel trailers, motor homes, tractor trailer trucks or any other such vehicle that are kept or maintained or located upon any Lot unless located within enclosed garages. The Committee will also be responsible for the control of temporary construction shelters or vehicles in this Subdivision. The committee will require a fee of \$250.00 to review house plans for each Owner wishing to build. The review process may be subcontracted out at the discretion of the Committee.

B. Election of Committee Members. The Committee shall consist of three (3) persons elected by a majority vote of the Board of Directors, provided, however, Declarant, its successors or assign, shall be entitled to at least one Committee member until all of its Lots in this Subdivision have been sold.

C. Commencement of Construction. Except within the building site (unless within 20' of the main dwelling), no trees of any kind in excess of six (6) inches in diameter at ground level may be removed from any Lot without prior approval of the Committee. No building, fence, wall, outbuilding, or any other accessory feature to the dwelling or any other structure upon any Lot shall be commenced, erected, placed, maintained, or altered on any Lot of combination of contiguous Lots until the Complete Construction Plans (hereinafter "Plans") are approved in writing by the Committee or its designated agents. For more detailed explanations refer to Lake Rhodhiss Shoreline Protection Ordinance.

D. Approval of Plans Prior to Construction. Before any clearing, grading or construction of any nature begins on any Lot, written approval in advance must be obtained from the Committee. The Plans include the complete construction plans, the plot plan (showing proposed

