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AIKEN COUNTY, SC

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

THE RIDGE AT CHUKKER CREEK



**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR

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TABLE OF CONTENTS

		Page
	Preamble	1
	Article I Definitions	2
1.01	Definitions	2
	Article II Development Master Plan	5
2.01	Plan of Development of Property	5
2.02	Plan of Development of Additional Property	5
2.03	Water Facilities	6
2.04	Interest Subject to Plan of Development	7
	Article III Property Rights	7
3.01	General	7
3.02	Owner's Easement of Enjoyment	7
3.03	Recreational Amenities	8
3.04	Access	9
3.05	Easements for Declarant	9
3.06	Changes in Boundaries; Additions to Common Areas	9
3.07	Easements for Utilities	9
3.08	Easements for Walks, Trails and Signs	10
3.09	Easements for Association	10
3.10	Sales and Construction Offices	10
3.11	Easements for Additional Property	11
3.12	Maintenance Easement	11
3.13	Environmental Easement	11
3.14	Equestrian Access Easement	12
3.15	Wells and Effluent	12
3.16	No Partition	12

Article IV	Membership	12
4.01	Membership	12
Article V	Maintenance	13
5.01	Responsibilities of Owners	13
5.02	Association's Responsibility	13
Article VI	Insurance and Casualty Losses	15
6.01	Insurance	15
6.02	Damage or Destruction to Common Areas	16
6.03	Damage or Destruction to Lots and/or Dwellings	17
Article VII	Condemnation	17
7.01	Condemnation of Common Areas	17
7.02	Condemnation of Dwellings	18
Article VIII	Administration	19
8.01	Common Areas	19
8.02	Duties and Powers	19
8.03	Agreements	20
8.04	Management Agreement	20
8.05	Personal Property and Real Property for Common Use	21
8.06	Rules and Regulations	21
Article IX	Assessments	21
9.01	Purpose of Assessments	21
9.02	Creation of Lien and Personal Obligation of Assessments	21
9.03	Computation of Annual Assessments	22
9.04	Special Assessments	24
9.05	Individual Assessments	24
9.06	Notice of Meeting and Quorum	24
9.07	Liens	24
9.08	Effect of Non-Payment; Remedies of the Association	25
9.09	Certificate	25
9.10	Date of Commencement of Annual Assessments	26
Article X	Architectural Standards and Use Restrictions	26
10.01	Purpose.....	26
10.02	Architectural Review Board	26
10.03	Permitted Improvements	27
10.04	Construction of Improvements	27
10.05	Architectural Approval	28
10.06	Landscaping Approval	29
10.07	Approval Not a Guarantee	30

10.08	Building Restrictions	30
10.09	Service Yards	30
10.10	Use of Lots and Dwellings	30
10.11	Exterior Appearance	31
10.12	Signs	31
10.13	Mail Boxes	31
10.14	Antennas	31
10.15	Water Wells and Septic Tanks	31
10.16	Water Conservation	32
10.17	Pets	32
10.18	Hunting and Fishing	32
10.19	Limitations as to Use of Bodies of Water	32
10.20	Wetlands	33
10.21	Nuisances	33
10.22	Motor Vehicles, Trailers, Boats, Etc.	33
10.23	Sales and Construction Activities	34
10.24	Multiple Ownership	34
10.25	Garages	34
Article XI Rule Making		35
11.01	Rules and Regulations	35
11.02	Authority and Enforcement	35
11.03	Procedure	35
Article XII General Provisions		36
12.01	Control by Declarant	36
12.02	Amendments by Declarant	37
12.03	Amendments by Association	38
12.04	Enforcement	38
12.05	Duration	39
12.06	Perpetuities	39
12.07	Interpretation	39
12.08	Gender and Grammar	40
12.09	Severability	40
12.10	Rights of Third Parties	40
12.11	Notice of Sale, Lease or Mortgage	40
12.12	No Trespass	40
12.13	Notices	40

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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR

THE RIDGE AT CHUKKER CREEK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIDGE AT CHUKKER CREEK is made this 15th Day of January, 2008, by the Developer and Declarant FPA, Inc., a South Carolina corporation.

WITNESSETH:

WHEREAS, FPA, Inc., a South Carolina corporation, is the owner of certain real property located in Aiken County, South Carolina, known as The Ridge at Chukker Creek and does desire to subject such property to the provisions of this *Declaration* and to have constructed on the property a private residential community with related recreational facilities and to provide a flexible and reasonable method for the administration and maintenance of such property; and

WHEREAS, as hereinafter provided in this *Declaration*, FPA, Inc. has retained and reserved the right, privilege and option to submit to the provisions of this *Declaration* at a later time, and from time to time, as a part of The Ridge at Chukker Creek, all or any portion of the real property described in Plat Book: PL52 at Pages: 17-17 (Northern Tract);

NOW, THEREFORE, FPA, Inc. hereby declares that all of the property described in Plat Book: PL53 at Pages: 268-271, and any additional property described in Plat Book: PL52 at Pages: 17-17 (Northern Tract), as may be subsequent amendment hereto be subject to this *Declaration* shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants, charges, liens and conditions which are for the purpose of protecting the value and desirability of and which shall touch and concern and run with title to the real property subjected to this *Declaration* and which shall be binding on all parties having any right, title or interest in the described properties or any portion thereof, and their respective heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.01 Definitions.

When used in this *Declaration*, unless the context shall prohibit or otherwise require, the following words shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such terms:

(a) **"Additional Property"** shall mean and refer to the real property described in Plat Book: PL52 at Pages: 17-17 (Northern Tract).

(b) **"Architectural Review Board"** (ARB) shall mean and refer to the committee who shall be appointed by the Association's Board of Directors to approve exterior and structural construction, improvements, additions and changes within the Development as provided in Article X hereof.

(c) **"Articles of Incorporation"** shall mean and refer to the *Articles of Incorporation of The Ridge at Chukker Creek Owners Association, Inc.*, as amended from time to time.

(d) **"Assessment"** shall mean and refer to an Owner's share of the Common Expenses or other charges from time to time assessed against an Owner by the Association in the manner herein provided.

(e) **"Association"** shall mean and refer to The Ridge at Chukker Creek Owners Association, Inc., a South Carolina non-profit corporation.

(f) **"Board of Directors"** shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(g) **"By-Laws of the Association" or the "By-Laws"** shall mean and refer to those *By-Laws of The Ridge at Chukker Creek Owners Association, Inc.*, which govern the administration and operation of the Association, as the same may be amended from time to time.

(h) **"The Ridge at Chukker Creek"** shall refer to FPA, Inc., its successors and assigns.

(i) **"The Ridge at Chukker Creek Design Guidelines"** shall mean and refer to that document that establishes design parameters and encourages the continuation of creative design commensurate with the quality of design established in The Ridge at Chukker Creek Land Use Plan.

(j) **"Common Areas"** shall mean and refer to all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas are to be owned by the Association at a time in the discretion of the Declarant, in the future set by Declarant, less and except the individual Lots and/or Dwellings shown thereon, recreational amenities and the Additional Property. The designation of any land and/or improvements as Common Areas shall not mean or imply that the public at large acquires any easement of use or enjoyment therein.

(k) **"Common Expenses"** shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of this *Declaration*.

(l) **"Conservation Land"** shall mean and refer to the real property and pond lying approximately South of the Development described in Plat Book: PL52 at Pages: 17-17 (Wetlands Tract).

(n) **"Declarant"** shall mean and refer to FPA, Inc. which has executed this *Declaration*, or any successor-in-title to the entire interest of FPA, Inc. with respect to the Property and the Additional Property at the time of such transfer to said successor-in-title, or any party which acquires said FPA, Inc.'s entire interest with respect to the Property and the Additional Property at the time of such acquisition pursuant to foreclosure of a Mortgage encumbering said FPA, Inc.'s interest in the Property and the Additional Property.

(o) **"Declaration"** shall mean and refer to this *Declaration of Covenants, Conditions and Restrictions for The Ridge at Chukker Creek* and all amendments thereof filed for record in the Records of the Clerk of Court for Aiken County, South Carolina.

(p) **"Development"**, with an initial capital letter, shall mean and refer to the Property and all improvements located or constructed thereon.

(q) **"Dwelling"**, with an initial capital letter, shall mean and refer to any improved property intended for use as a single family detached dwelling or as a townhouse, patio or cluster home, whether detached or attached, located within the Development.

(r) **"Foreclosure"** shall mean and refer to, without limitation, the judicial foreclosure of a Mortgage or the conveyance of secured property by a deed in lieu of a judicial foreclosure.

(s) **"Institutional Mortgage"** shall be deemed to mean a Mortgage held by a bank, trust company, insurance company or other recognized lending institution or by an institutional or governmental purchaser of mortgage loans in the secondary market, such as the Federal National Mortgage Association of the Federal Home Loan Mortgage Corporation.

(t) **"Lease"** shall mean and refer to any lease, sublease or rental contract, whether oral or written.

(u) **"Living Space"** shall mean and refer to enclosed and covered areas that are heated and/or cooled within a Dwelling.

(v) **"Lot"** shall mean and refer to any unimproved portion of the Property upon which it is intended that a single family residence shall be constructed. A lot of land shall be deemed unimproved and thus considered to be a Lot, rather than a Dwelling, until the improvements constructed thereon are sufficiently complete to reasonably permit habitation thereof. Upon such completion, such lot and the improvements thereon shall collectively be considered to be a Dwelling for purposes of this *Declaration*.

(w) **"Mortgage"**, with an initial capital letter, shall mean and refer to a mortgage, security deed, deed of trust, installment land sales contract or other similar security instrument granting, creating or conveying a lien upon, a security interest in or a security title to a Lot and/or Dwelling.

(x) **"Mortgagee"**, with an initial capital letter, shall mean and refer to the holder of a Mortgage.

(y) **"Occupant"** shall mean and refer to any person, including, without limitation, any Owner or any guest, invitee, lessee, tenant or family member of an Owner, occupying or otherwise using a Dwelling within the Development.

(z) **"Owner"**, with an initial capital letter, shall mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Lot, Dwelling or other property in the Development, excluding, however, those persons having such an interest under a Mortgage.

(aa) **"Person"** shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(bb) **"Property"**, with an initial capital letter, shall mean and refer to those tracts or parcels of land described in plats recorded in Plat Book: PL53 at Pages: 268-271, together with all improvements thereon, and upon submission to the provisions of this *Declaration*, the tracts or parcels of land described in Plat Book: PL52 at Pages: 17-17 (Northern Tract) or any portion thereof, together with all improvements thereon. All plats referred to being recorded in the Office of the RMC for Aiken County, South Carolina.

(cc) **"Recreational Amenities"** shall include such recreational facilities and improvements as are from time to time located within the Common Areas and the easement areas established pursuant to Section 3.08 hereof, including, without limitation, tennis courts, swimming pool, exercise and locker room facilities, clubhouse, food and beverage facilities, meeting house, horse barn and equestrian facilities.

(dd) **"Recreational Charges"** shall mean and refer to all fees, rentals, food and beverage costs, memberships and other charges which are charged by or to an Owner with respect to his use or the use by his family, tenants or guests of certain Recreational Amenities or for the purchase of services or goods provided or sold in connection with the Recreational Amenities.

(ee) **"Site Plan"** shall mean and refer to those certain plats of Phase One of The Ridge at Chukker Creek, filed November 1, 2007, consisting of four sheets and prepared by Tripp Land Surveying, Inc. which is filed in Plat Book: PL53 at Pages: 268-271 of the Plat Records of the RMC for Aiken County, South Carolina, together with (i) any future revisions thereof, or (ii) any subdivision plat for any portion of the Additional Property as may be submitted to the terms of this *Declaration*, as may be recorded from time to time in the Plat Records of the RMC for Aiken County, South Carolina.

(ff) **"Solstice Meadows"** shall mean and refer to the real property approximately Southeast of the Development described in Plat Book: PL52 at Pages: 17-17 (Southern Tract).

ARTICLE II

DEVELOPMENT MASTER PLAN

2.01 Plan of Development of Property.

The Property shall initially contain 75 Lots in Phase One and one Dwelling may be constructed on each such Lot. The Property shall also include portions of the Common Areas, including roads, utility easements, drainage systems and easements, amenities and other improvements serving the Lots and Dwellings, to the extent the same are from time to time installed and existing. The dimensions of the Lots are shown on the Site Plan. All Lots within Phase One of the Development shall be and are hereby restricted exclusively to single-family residential use and shall be subject to the standards and restrictions set forth in *The Ridge at Chukker Creek Design Guidelines*. Declarant shall have the right, but not the obligation, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, to make improvements and changes to all Common Areas and to all Lots or Dwellings owned by Declarant, including, without limitation;

- (a) installation and/or maintenance of any improvements in and to the Common Areas;
- (b) changes in the location of the boundaries of any Lots or Dwellings owned by Declarant or of the Common Areas;
- (c) installation and maintenance of any water, sewer and other utility systems and facilities, and
- (d) installation of security, refuse and/or other Development Support facilities.

2.02 Plan of Development of Additional Property.

Declarant hereby reserves the option, to be exercised in its sole discretion, to submit from time to time the Additional Property or a portion or portions thereof to become part of the Property. At this time, Declarant intends that the Additional Property will be developed with a total of approximately 200 Lots, of which a maximum of fourteen (14) lots may be reserved for the construction of residential duplex homes, together with roads, utility systems, drainage systems, amenities and other improvements serving such Dwellings. This option may be exercised by Declarant in accordance with the following rights, conditions and limitations, which are the only conditions and limitations on such option to add all or any portion of the Additional Property to the Development:

(a) The option may be exercised from time to time during a period of twenty (20) years from the date of this *Declaration*; provided, however, that Declarant reserves the right to terminate such option at any time prior to the expiration of such twenty (20) year period by executing and filing an agreement evidencing such termination on the Records of the Clerk of Court for Aiken County, South Carolina, and, except for such termination by Declarant, no other circumstances will terminate such option prior to the expiration of such twenty (20) year period.

(b) The legal description of the Additional Property is set forth in subparagraph (a) of Section 1.01 hereof; portions of the Additional Property may be added to the Development at different times, and there are no limitations fixing the boundaries of those portions or regulating the order, sequence or location in which any of such portions may be added to the Development. The exercise of the option to submit a portion of the Additional Property to the *Declaration* shall not bar the further exercise of this option as to other portions or the balance of the Additional Property.

(c) If the Additional Property or any portion thereof is added to the Development, the Lots developed therein and the Dwellings constructed thereon will be restricted exclusively to residential use and will be subject to the standards and restrictions set forth in Article X hereof. In addition, all Dwellings and other improvements and/or amenities constructed thereon will be substantially consistent in terms of quality of designed construction to those Dwellings and improvements located elsewhere within the Development, subject to distinctions in design, character and in construction techniques.

(d) If the Additional Property or any portion thereof is added to the Development, Declarant reserves the right to designate the boundaries of the Lots and the Common Areas, if any, to be added to the Development in connection therewith.

(e) Should the option to add the Additional Property, or any portion thereof, not be exercised within the term specified herein or be terminated by Declarant, such option shall in all respects expire and be of no further force and effect. In the event that such option expires or is terminated, as aforesaid, Declarant shall not be obligated to impose on the Additional Property or any portion thereof any covenants, conditions or restrictions the same as or similar to those contained herein, provided that Additional Property shall be restricted to residential use and in no event shall more than a total of approximately 200 residential units be developed on the Additional Property.

(f) The option reserved by Declarant to cause all or any portion of the Additional Property to become part of the Development shall in no way be construed to impose upon Declarant any obligation to add all or any portion of the Additional Property to the Development or to construct thereon any improvements of any nature whatsoever.

The option reserved under this Section 2.02 may be exercised by Declarant only by the execution of an amendment to this *Declaration* which shall be filed in the Records of the Clerk of Court for Aiken County, South Carolina, together with a revision of or an addition to the Site Plan showing the Additional Property or such portion or portions thereof as are being added to the Development by such amendment, as well as the Lots therein. At the discretion of Declarant, Declarant shall convey to the Association the Common Areas, if any, contained within the Additional Property, or such portion thereof so submitted, such conveyance to be subject to the lien of taxes not yet due and payable, all easements and restrictions of record, utility easements serving or otherwise encumbering the Property and/or the Additional Property, and any exceptions which would be disclosed by a survey or physical inspection of such parcel(s). Any such amendment shall expressly submit the Additional Property or such portion thereof to all the provisions of this *Declaration*, and upon the exercise, if any, of such option or options, the provisions of this *Declaration* shall then be construed as embracing the real property or such portion or portions thereof so submitted to the terms hereof, together with all improvements located thereon. If the Additional Property or any portion or portions by such amendment to this *Declaration*, the number of votes in the Association shall be increased by the number of Lots or Dwellings to be located on the Additional Property or such portion or portions thereof as are added so that there shall continue to be one vote in the Association per Lot or Dwelling in the Development.

2.03 Water Facilities.

The City of Aiken, a municipal corporation, owns or shall own the water facilities serving the Development, including all lines, pipes, pumps, water towers or tanks and other systems related thereto which are located within the Development and which are not deemed to be a portion of a Lot or Dwelling pursuant to Section 5.01 hereof, and water service shall be provided to the Development pursuant to the terms of an agreement between the Declarant and The City of Aiken.

2.04 Interest Subject to Plan of Development.

Every purchaser of a Lot or Dwelling shall purchase such Lot or Dwelling and every Mortgagee and lienholder holding an interest therein shall take title, or hold such security interest with respect thereto, with notice of Declarant's plan of development as herein set forth, and Declarant shall have and does hereby specifically reserve the right to add the Additional Property or any portion or portions thereof to the Development as hereinabove provided, and, with respect to each Lot or Dwelling located within the Additional Property, to convey to the purchaser thereof the title to the Lot or Dwelling and its appurtenant membership and voting rights in the Association. Any provision of this *Declaration* to the contrary notwithstanding, the provisions of the foregoing plan of development set forth in this Article II may not be abrogated, modified, rescinded, supplemented or amended in whole or in part without the prior written consent of Declarant

ARTICLE III

PROPERTY RIGHTS

3.01 General.

Each Lot and Dwelling shall for all purposes constitute real property which shall be owned in fee simple absolute, and which, subject to the provisions of this *Declaration*, may be conveyed, transferred and encumbered the same as any other real property. Each Owner shall be entitled to the exclusive ownership and possession of his Lot or Dwelling, subject to the provisions of this *Declaration*, including without limitation, the provisions of this Article III. The ownership of each Lot and Dwelling shall include, and there shall pass with each Lot and Dwelling as an appurtenance thereto, whether or not separately described, all of the right and interest in and to the Common Areas as established hereunder, which shall include, but not be limited to, membership in the Association. Each Owner shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically pass to his successor-in-title to his Lot or Dwelling, and upon such transfer, such former Owner shall simultaneously transfer and endorse to his successor-in-title any certificates or other evidences of his membership in the Association. Lots shall not be subdivided, and, except as provided in Sections 2.01 and 3.06 hereof, the boundaries between Lots shall remain as established in accordance with the Site Plan, unless the relocation thereof is made with the consent of at least a majority of the Owners in the Respective Roads, Drives, Courts and/or Circles and of Declarant, so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

3.02 Owner's Easement of Enjoyment.

Subject to the provisions of this *Declaration* and the rules, regulations, fees and charges from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Owner, his family, tenants and guests shall have a non-exclusive right, privilege and easement of use and enjoyment in and to the Common Areas, such easement to be appurtenant to and shall pass and run with title to each Lot and Dwelling, subject to the following provisions:

- (a) The right of the Association to borrow money;
 - (i) for the purpose of improving the Development, or any portion thereof,

- (ii) for acquiring additional Common Areas,
- (iii) for constructing, repairing, maintaining or improving any facilities located or to be located within the Development, or
- (iv) for providing the services authorized herein, and, subject to the provisions of Section 8.02 hereof, to give as security for the payment of any such loan, a mortgage or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association shall be subject and subordinate to any and all rights, interests, options, licenses, easements and privileges herein reserved or established for the benefit of Declarant, any Owners or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

(b) The rights and easements reserved to Declarant in Sections, 3.04, 3.05, 3.06, 3.07, 3.08, 3.10, 3.11, 3.13, 3.14 and 3.15 hereof.

(c) The right of the Association to grant and accept easements as provided in Section 3.07 hereof and to dedicate or transfer fee simple title to all or any portion of the Common Areas to any public agency or authority, public service district, public or private utility or other person, provided that any such transfer of the fee simple title must be approved by a majority of those present in person or by proxy at a duly held meeting of the Association and by Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

(d) The rights and easements reserved in Section 3.04 hereof for the benefit of the Association, its directors, offices, agents and employees.

(e) The rights and easements reserved in Section 3.11 hereof for the benefit of the Additional Property.

3.03 Recreational Amenities.

(a) Subject to the terms and provisions of this *Declaration* and the rules, regulations, fees and charges from time to time established by the Declarant or the Board of Directors, every Owner and his family, tenants and guests shall have the non-exclusive right, privilege and easement of access to and the use and enjoyment of the Recreational Amenities.

(b) In the event of any multiple ownership of a Lot or Dwelling which is permitted hereunder by Section 10.24 hereof, no more than two (2) Owners of such Lot or Dwelling, as well as his or her spouse and children under the age of twenty-one (21), shall be entitled to the use of the Recreational Amenities, and such Owner shall be designated in writing to the Board of Directors by all such co-owners.

(c) Subject to the terms and provisions of this *Declaration* and the rules, regulations, membership fees and charges from time to time established by the Declarant or the Board of Directors, each Property Owner of Solstice Meadows and their family, tenants and guests shall have the non-exclusive right, privilege and easement of access to and the use and enjoyment of the Recreational Amenities.

3.04 Access.

All Owners, by accepting title to Lots or Dwellings conveyed subject to this *Declaration*, waive all rights of uncontrolled and unlimited access, ingress and egress to and from such Lot or Dwelling and acknowledge and agree that such access, ingress and egress shall be limited to roads, sidewalks, walkways and trails located within the Development from time to time, provided that pedestrian and vehicular access to and from all Lots and Dwellings shall be provided at all times.

3.05 Easements for Declarant.

During the period that Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, Declarant shall have an alienable and transferable right and easement on, over, through, under and across the Common Areas for the purpose of constructing Dwellings and other improvements in and to the Lots and the Additional Property and for installing, maintaining, repairing and replacing such other improvements to the Property (including the Recreational Amenities and other portions of the Common Areas) as are contemplated by this *Declaration* or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article II hereof, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event shall Declarant have the obligation to do any of the foregoing.

3.06 Changes in Boundaries; Additions to Common Areas.

Declarant expressly reserves for itself and its successors and assigns, the right to change and realign the boundaries of the Common Areas and any Lots owned by Declarant, including the realignment of boundaries between adjacent Lots and/or Dwellings owned by Declarant and shall be evidenced by a revision or an addition to the Site Plan which shall be recorded in the Plat Records of the Clerk of Court for Aiken County, South Carolina. In addition, Declarant reserves the right, but shall not have the obligation, to convey to the Association at any time and from time to time any portion of the Additional Property, such real property to be conveyed to the Association as an addition to the Common Areas and subject to the title exceptions set forth in Section 2.02 hereof.

3.07 Easements for Utilities.

There is hereby reserved for the benefit of Declarant, the Association and their respective successors and assigns, the alienable, transferable and perpetual right and easement as well as the power to grant and accept easements to and from any public authority or agency, public service district, public or private utility, or other person, upon, over, under and across;

- (a) all of the Common Areas,
- (b) all easements as referenced of recorded subdivision plats on which Dwellings are not constructed or erected, and
- (c) all areas as set forth in *The Ridge at Chukker Creek Design Guidelines*, for the purpose of installing, replacing, repairing, maintaining and using master television antennas and/or cable systems, security and similar systems, and all utilities, including, but not limited to, storm sewers and drainage systems and electrical, gas, telephone, water and sewer lines. Such easements may be granted or accepted by Declarant, its successors or assigns, or by the Board of Directors, provided, however, that for so long as Declarant owns any Lot or Dwelling primarily for the purpose

of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Board of Directors must obtain the written consent of Declarant prior to granting and accepting any such easements. To the extent possible, all utility lines and facilities serving the Development and located therein shall be located underground. By virtue of any such easement and facilities, it shall be expressly permissible for the providing utility company or other supplier or servicer, with respect to the portions of the Development so encumbered,

- (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities,
- (ii) to cut and remove any trees, bushes or shrubbery,
- (iii) to grade, excavate or fill, or
- (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and systems.

3.08 Easements for Walks, Trails and Signs.

There is hereby reserved for the benefit of Declarant, the Association and their respective successors and assigns, the alienable, transferable and perpetual right and easement upon, over and across;

- (a) all portions of the Property in which Dwellings are not constructed or erected and;
- (b) those strips as established by The Ridge at Chukker Creek Design Guidelines located along and adjacent to those exterior boundaries located adjacent to streets and roads for all Lots and all Dwellings, for the installation, maintenance and use of sidewalks, trails, traffic directional signs, street lights and related improvements.

3.09 Easements for Association.

There is hereby reserved a general right and easement for the benefit of the Association, its director, officers, agents and employees, including, but not limited to, any manager employed by the Association and any employees of such manager, to enter upon any Lot at any time and/or Dwelling during construction or any portion thereof in the performance of their respective duties. Except in the event of emergencies, this easement is to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with permission of the Owner or occupant directly affected thereby.

3.10 Sales and Construction Office.

Notwithstanding any provisions or restrictions herein to the contrary, there is hereby reserved for the benefit of Declarant and its successor and assigns the alienable and transferable right and easement in and to the Property for the maintenance of signs, sales offices, construction offices, business offices and model Dwellings, together with such other facilities as in the sole opinion of Declarant may be reasonable required, convenient or incidental to the completion, improvement and/or sale of Lots, Dwellings, Common Areas or the Additional Property, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

3.11 Easements for Additional Property.

There is hereby reserved for Declarant, its successors, assigns and successors-in-title to the Additional Property, for the benefit of and as an appurtenance to the Additional Property and as a burden upon the Property, perpetual, non-exclusive rights and easements for;

(a) pedestrian and vehicular access, ingress, egress and parking over, across, within and on all roads, sidewalks, trails and parking facilities from time to time located within the Common Areas or within easements serving the Common Areas,

(b) the installation, maintenance, repair, replacement, and use within the Common Areas and those portions of Lots and/or Dwellings encumbered pursuant to Section 3.07 hereof of security systems and utility facilities and distribution lines, including, without limitation, drainage systems, storm sewers and electrical, gas, telephone, water, sewer and master television antennas and/or cable system lines, fences, and

(c) drainage and discharge of surface water onto and across the Property, provided that such drainage and discharges shall not materially damage or affect the Development or any improvements from time to time located thereon. Furthermore, in the event that the Additional Property or any portion or portions thereof are not added to the Development, then Owners of residential units located therein shall also have, and there is hereby reserved for their benefit and as an appurtenance to their respective residential units, the perpetual, non-exclusive right and easement of access to and use and enjoyment of all of the Recreational Amenities, on a basis which is equal and equivalent to that enjoyed by Owners; provided, however, that as a condition precedent to the use of the Recreational Amenities by any such owner of a residential unit within any portion of the Additional Property not so added to the Development, such owner shall pay the Association annual assessments for the use of the Recreational Amenities.

3.12 Maintenance Easement.

Subject to the terms of Section 5.02(b) hereof, there is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement to enter upon any Lot and upon unimproved portion of any Dwelling for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, stumps or other unsightly growth and removing trash, so as to maintain reasonable standards of health, fire safety and appearance within the Development, provided that such easements shall not impose any duty or obligation upon Declarant or the Association to perform any such actions. Furthermore, there is hereby reserved for the benefit of Declarant, the Association and their respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement, but not the obligation, to enter upon any Lots and/or Dwellings which are located with a distance as set forth in *The Ridge at Chukker Creek Design Guidelines* from the water's edge of any lagoon, pond or other body of water within the Development, for the purpose of mowing such area and keeping the same clear and free from unsightly growth and trash, as well as for the purpose of maintaining such bodies of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards.

3.13 Environmental Easement.

There is hereby reserved for the benefit of Declarant, the Association and their respective agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement on, over and across all Lots and all unimproved portions of Dwellings for the purpose of

taking any action necessary to effect compliance with environmental rules, regulations and procedures from time to time promulgated or instituted by the Board of Directors or by a governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to install silt fence, the right to drain standing water and the right to dispense pesticides.

3.14 Equestrian Access Easement.

There is hereby reserved for the benefit of Declarant, the Association and their respective successors and assigns, the alienable, transferable and perpetual right and easement as well as the power to grant access to equestrian trails and horse road crossing right-of-ways located in the Development and adjoining Conservation Land to second party(s) at no liability or expense to the Declarant, the Association and their respective successors and assigns. The granting of this easement shall not limit access to aforementioned trails to any Owner.

3.15 Wells and Effluent.

There is hereby reserved for the benefit of Declarant, the Association and their respective affiliates, agents, employees, successors and assigns, an alienable, transferable and perpetual right and easement;

(a) to pump water from lagoons, ponds, lakes and other bodies of water located within the Development for the purpose of irrigating any portions of the Development,

(b) to drill, install, locate, maintain and use wells, pumping stations, water towers, siltation basins and tanks and related water and sewer treatment facilities and systems within the Common Areas, including within any portion of the Recreational Amenities.

3.16 No Partition.

There shall be no judicial partition of the Development or any part thereof, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this *Declaration*.

ARTICLE IV

MEMBERSHIP

4.01 Membership.

Every Owner shall be deemed to have a membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling, and ownership of a Lot or Dwelling shall be the sole qualification for such membership. In the event that fee title to a Lot and/or Dwelling is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include Mortgagees or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an Owner's membership in the Association. Notwithstanding any of the foregoing to the contrary, no Owner, whether one or more persons, shall have more than one membership per Lot or Dwelling. In the event of multiple Owners of a Lot or Dwelling, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right

to vote and to hold an office in the Association, may be exercised by a member or a member's spouse, but in no event shall more than one vote be cast or more than one office held for each Lot or Dwelling, and further provided that a member casting a vote or holding an office with respect to his Dwelling shall not be entitled to cast an additional vote or to hold an additional office for the Lot upon which his residential unit is located. When more than one person holds an interest in any Lot or Dwelling, the vote for such Lot or Dwelling shall be exercised as those Owners of such Lot or Dwelling themselves determine and advise the Secretary or an Assistant Secretary of the Association prior to any meeting. In the absence of such advice, the vote appurtenant to such Lot or Dwelling shall be suspended in the event more than one person seeks to exercise it. The voting weight appurtenant to each Lot or Dwelling is equal and each Lot and each Dwelling shall have one (1) vote. Such voting weight shall continue to be equal upon the addition of all or a portion of the Additional Property to the Development, and each Lot or Dwelling therein shall have one vote. Each Owner, by acceptance of a deed or other conveyance for a Lot or Dwelling, consents and agrees to the dilution of his voting interest in the Association by virtue of the submission from time to time of the Additional Property or any portion thereof to the terms of this *Declaration* as provided herein.

ARTICLE V

MAINTENANCE

5.01 Responsibilities of Owners.

Unless specifically identified herein as being the responsibility of the Association, all maintenance and repair of Dwellings and the areas within a Dwelling area not considered a common element or common area, together with all other improvements thereon or therein and all lawns, landscaping and grounds on and within a Lot and/or Dwelling shall be the responsibility of the Owner of such Dwelling. Each Owner shall be responsible for maintaining his or its Dwelling, areas within a dwelling area not considered a common element or common area, as the case may be, in a neat, clean and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings and other structures and all lawns, trees, shrubs, hedges, grass and other landscaping. As provided in Section 5.02(b) hereof, each Owner shall also be obligated to pay for the costs incurred by the association for repairing, replacing, maintaining or cleaning any item which is the responsibility of the such Owner, but which responsibility such Owner fails or refuses to discharge. No Owner shall;

(a) decorate, change or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds or other improvements within a Lot unless such decoration, change or alteration is first approved, in writing, by the ARB as provided in Article X hereof, or

(b) do any work which, in the reasonable opinion of the ARB, would jeopardize the soundness and safety of the Development, reduce the value thereof or impair any easement or hereditament thereto, without in every such case obtaining the written approval of the ARB and the Owners and Mortgagees of the Lots or Dwelling directly affected thereby or benefiting from such easement or hereditament.

5.02 Association's Responsibility.

(a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Common areas, which responsibility shall include the operation, maintenance, repair and replacement of the following, including but not limited to:

(i) all roads, walks, trails, lagoons, ponds, parking lots, landscaped areas, fences and other improvements situated within the Common Areas or within easement encumbering Lots and/or Dwellings pursuant to Section 3.08 hereof,

(ii) such security program and utility lines, pipes, plumbing, wires, conduits and related systems which are a part of the Common Areas and which are not maintained by a public authority, public service district, public or private utility or other person, and

(iii) all lawns, trees, shrubs, hedges, grass and other landscaping situated within or upon the Common Areas. The Association shall not be liable for injury or damage to any person or property;

(a) caused by the elements or by any Owner or any other person,

(b) resulting from any rain or other surface water which may leak or flow from any portion of the Common Areas, or;

(c) caused by any pipe, plumbing, drain, conduit, equipment, security system or utility line or facility, the responsibility for the maintenance of which is that of the Association, breaking down or as a result of the repair of the same.

Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Areas or any other portion of the Property. No diminution or abatement of assessments or Recreational Charges shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this *Declaration*, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments and Recreational Charges being a separate and independent covenant on the part of each Owner.

(b) In the event that Declarant or the Board of Directors determines that:

(i) any Owner has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair or replacement of items for which he or it is responsible hereunder, or

(ii) that the need for maintenance, cleaning, repair or replacement which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, his family, tenants, guests or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, Declarant or the Association, except in the event of an emergency situation, may give such Owner written notice of Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs or replacement deemed necessary. Except in the event of emergency situations, such Owner, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner to

comply with the provisions hereof after such notice, Declarant or the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner, as the case may be, and said cost shall be added to and become a part of the assessment to which such Owner and his Dwelling or areas within a dwelling area not considered a common element or common area, are subject, and shall become a lien against such Lot or Dwelling and shall become a lien against such Owners' Dwellings, or areas within a dwelling area not considered a common element or common area. In the event that Declarant undertakes such maintenance, cleaning, repair or replacement, the Association shall promptly reimburse Declarant for Declarant's costs and expenses.

ARTICLE VI

INSURANCE AND CASUALTY LOSSES

6.01 Insurance.

(a) The Board of Directors or its duly authorized agents shall have the authority to and shall obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association and insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board or its duly authorized agents shall have the authority to and shall obtain and continue in effect a public liability policy covering all the Common Areas and all damage or injury caused by the negligence of the Association, its members, its directors and officers or any of its agents. Such public liability policy shall provide such coverages as are determined to be necessary by the Board of Directors.

(c) The Board or its duly authorized agents shall have the authority and may obtain;

(i) worker's compensation insurance to the extent necessary to comply with any applicable laws,

(ii) errors and omission insurance, and

(iii) such other types and amounts of insurance as may be determined by the Board to be necessary or desirable.

(d) All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for each of the Owners and costs of all such coverage shall be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Development shall be vested in the Board of Directors; provided, however, that no mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiation, if any, related thereto. Insofar as permitted by law, the Association shall be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in the State

of South Carolina and holding a rating of A+ or better in such financial categories as established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or the best rating possible.

(ii) All property insurance policies shall be for the benefit of the Owners and their Mortgagees as their interests may appear.

(iii) All policies shall contain a waiver of the insurer's right to cancel without first giving thirty (30) days prior written notice of such cancellation to the Association and to any Mortgagee to which a mortgagee endorsement has been issued.

(iv) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees, and all policies shall contain a provision that the "other insurance" clauses in such policies exclude from consideration policies obtained by individual Owners or their Mortgagees.

(v) All policies shall contain a waiver of subrogation by the insurer as to any claims against the Association, the Association's directors and officers, the Owners and their respective families, servants, agents, tenants, guests and invitees, including, without limitation, the Association's manager.

(vi) All policies shall contain a provision that no policy may be cancelled, invalidated or suspended on account of the conduct of one or more of the individual Owners, or their respective families, servants, agents, employees, tenants, guests and invitees, or on account of the acts of any director, officer, employee or agent of the Association or of its manager, without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(vii) All liability insurance shall contain cross-liability endorsements to cover liability of the Association to an Individual Owner.

(e) It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, public liability, property damage, title and other insurance with respect to his own Lot and Dwelling. The Board of Directors may require all Owners to carry public liability and property damage insurance with respect to their respective Lots and Dwellings and to furnish copies or certificates thereof to the Association.

6.02 Damage or Destruction to Common Areas.

Immediately after the damage or destruction by fire or other casualty to all or any part of Common Areas covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Common Areas, Declarant, for so long as Declarant owns Dwelling areas within a dwelling area not considered a common element or common area, primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, together with at least seventy-five (75%) percent of the total vote of the Association, shall otherwise agree, the Association shall restore or replace such damaged

improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 9.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board of Directors. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Common Areas damaged or destroyed by fire or other casualty shall be cleared and the Common Areas left in a clean, orderly, safe and slightly condition.

6.03 Damage or Destruction to Lots and/or Dwellings.

In the event of damage or destruction by fire or other casualty to any Dwelling and in the further event that the Owner of such Dwelling responsible for the repair and replacement of such Dwelling, as the case may be, elects not to repair or rebuild the damaged or destroyed Dwelling, such Owner making such election shall promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Dwelling in a clean, orderly, safe and slightly condition. Should such Owner elect to repair or rebuild such Lot, Dwelling or other improvements, such Owner shall repair or rebuild such Dwelling, or other improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions and provisions of this *Declaration* (including, without limitation, Article X hereof) and all applicable zoning, subdivision, building and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

ARTICLE VII

CONDEMNATION

7.01 Condemnation of Common Areas.

Whenever all or any part of the Common Areas of the Development shall be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the agreement of at least seventy-five (75%) percent of the total vote of the Association and of Declarant, for so long as Declarant owns a Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the award or proceeds made or collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

(a) If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking Declaration, for so long as Declarant owns a Dwelling primarily for the purpose of sale or has the

unexpired option to add the Additional Property or any portion thereof to the Development, together with at least seventy-five (75%) percent of the total membership of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefore, in accordance with the plans approved by the Board of Directors, the ARB and by Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a special assessment against all Owners, without the necessity of a vote pursuant to Section 9.04 hereof, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessment are levied, and additional special assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

(b) If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds or net funds shall be retained by and for the benefit of the Association.

(c) If the taking or sale in lieu thereof includes all or any part of a Dwelling and also includes any part of the Common Areas, then a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Association and the Owners so affected so as to give just compensation to the Owners of any Dwelling taken for their interest in such Dwelling; provided, however, such apportionment may instead be resolved by the agreement of;

(i) the Board of Directors,

(ii) the Owners of all Dwellings wholly or partially taken or sold, together with the Mortgagees for each such Dwelling and,

(iii) Declarant, for so long as Declarant owns a Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

7.02 Condemnation of Dwellings.

(a) In the event that all or any part of a Dwelling is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and in the further event that the Owner of such Dwelling responsible for the maintenance and repair of such Dwelling, as the case may be, elects not to restore the remainder of the Dwelling, then such Owner making such election shall promptly clear away any remaining improvements damaged or destroyed by such taking or conveyance and shall leave such Dwelling and any remaining undamaged improvements thereon in a clean, orderly, safe and sightly condition. In addition, if the size or configuration of such Dwelling remaining after such taking or conveyance is insufficient to permit the restoration of the remaining improvements thereon or therein to their condition prior to such taking or conveyance in compliance with all applicable standards, restrictions and provisions of this *Declaration* and all applicable zoning, subdivision, building or other governmental regulations, then such Owner shall have the option, after clearing away all remaining improvements or portions thereof and placing the remainder in a clean, orderly, safe and sightly condition referred to above, of deeding the remaining

portion of the Lot and/or Dwelling or to the Association as a part of the Common Areas, and thereafter any such Owner shall not have any further voting rights or membership rights or privileges in the Association or with respect to the Development and shall not be subject to any further assessments imposed by the Association and payable after the date of such deeding.

(b) In the event that any part of a Dwelling is taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof, and if the Owner of such Dwelling responsible for the maintenance and repair of such Dwelling, as the case may be, elects to restore the remainder of the Dwelling such Owner making such election shall restore such remainder of such Dwelling as nearly as practicable to the same condition it was in prior to such taking or conveyance in accordance with all applicable standards, restrictions and provisions of this *Declaration* and all applicable zoning, subdivision, building and other governmental regulations. All such work of restoration shall be commenced promptly following such taking or conveyance and shall be carried through diligently to conclusion.

ARTICLE VIII

ADMINISTRATION

8.01 Common Areas.

The Association, subject to the rights of Declarant and the rights and duties of the Owners set forth in this *Declaration* and the *By-Laws of the Association*, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto) and shall keep the same in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions thereof. Except to the extent otherwise required by the provisions of the South Carolina Code relating to corporations, this *Declaration*, the *By-Laws of the Association* may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Owners. As provided in Section 11.01 hereof and notwithstanding another provision to the contrary contained in any instruments evidencing or establishing the Development, Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events shall occur:

(a) the expiration of twenty-five (25) years after the date of the recording of this *Declaration*; or

(b) the surrender by Declarant of the authority to appoint and remove directors and officers of the Association by an express amendment to this *Declaration* executed and recorded by Declarant. Each Owner, by acceptance of a deed to or other conveyance of a Lot and/or Dwelling vests in Declarant such authority to appoint and remove directors and officers of the Association as provided by this Section 8.01 and by Section 11.01 hereof.

8.02 Duties and Powers.

The duties and powers of the Association shall be those set forth in the provision of the South Carolina Code relating to corporations, this *Declaration*, the *By-Laws* and the *Articles of Incorporation*, together with those reasonably implied to effect the purposes of the Association; provided, however, that if there are conflicts or inconsistencies among the South Carolina Code, this *Declaration*, the *By-Laws* or the *Articles of Incorporation*, the provisions of the South Carolina Code, this *Declaration*, the *By-Laws* and the *Articles of Incorporation*, in that order, shall prevail,

and each Owner of a Lot, by acceptance of a deed or other conveyance therefore, covenants to vote in favor of such amendments as will remove such conflicts or inconsistencies. The Association may exercise any other right or privilege given to it expressly by this *Declaration* or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Such powers of the Association shall include, but shall not be limited to, the power to purchase one or more Lots and/or Dwellings and to hold, lease, mortgage, sell and convey the same. Such duties may include, but shall not be limited to, arranging with governmental agencies, public service districts, public or private utilities, or others, as a Common Expense or by billing directly to Lots and/or Dwellings, to furnish trash collections, water, sewer and/or security service for the Common Areas and/or the Lots and/or Dwellings. Notwithstanding the foregoing provisions of this Section 8.02 or any other provision of this *Declaration* to the contrary, for so long as Declarant shall own any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, the Association shall not, without the consent of Declarant, borrow money or pledge, mortgage or hypothecate all or any portion of the Common Areas.

8.03 Agreements.

Subject to the prior approval of Declarant for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, all agreements and determinations lawfully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors and assigns, and all others having an interest in the Development or the privilege of possession and enjoyment of any part of the Development; and in performing its responsibilities hereunder, the Association, through its Board of Directors, shall have the authority to delegate to persons of its choice such duties of the Association as may be determined by the Board of Directors. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of the Development whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. All costs and expenses incident to the employment of a manager shall be a Common Expense. During the term of such management agreement, such manager may, if authorized by the Board of Directors, exercise all of the powers and shall be responsible for the performance of all the duties of the Association, excepting any of those powers or duties specifically and exclusively reserved to the directors, officers or members of the Association by this *Declaration* or the By-Laws. Such manager may be an individual, corporation, or other legal entity, as the Board of Directors shall determine, and may be bonded in such a manner as the Board of Directors may require, with the cost of acquiring any such bond to be a Common Expense. In addition, the Association may pay for, and the Board of Directors may hire and contract for, such legal accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of this *Declaration*, the By-Laws or the rules and regulations of the Association.

8.04 Management Agreement.

FPA, Inc. or an affiliate thereof shall be employed as the manager of the Association and the Development for such period of time as Declarant has the right to appoint and remove officers and directors of the Association, with the option on the part of FPA, Inc. or its affiliates to renew such employment for three (3) successive one year terms from and after the termination of such appointment and removal right. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, shall be deemed to ratify such management agreement.

8.05 Personal Property and Real Property for Common Use.

The Association, through action of its Board of Directors, may acquire and hold tangible and intangible personal and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held by and for the benefit of the Association. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated or transferred in any manner, except to the extent that a transfer of the ownership of a Lot and/or Dwelling also transfers the membership in the Association which is an appurtenance to such Lot and/or Dwelling.

8.06 Rules and Regulations.

As provided in Article XI hereof, the Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots and/or Dwellings and Common Areas, which rules and regulations shall be consistent with the rights and duties established by this *Declaration*.

ARTICLE IX

ASSESSMENTS

9.01 Purpose of Assessments.

The assessments for Common Expenses provided for herein shall be used for purposes including, but not limited to: repairing private streets (except those located within a privately owned lot), walkways and like community areas, private lighting systems, storm drainage and other non-publicly owned grounds, maintenance building(s) and related property, security and cable television lines, maintaining lagoons and other bodies of water in a clean and orderly condition, repairing and maintaining fences, repairing damage caused by common area erosion, replacing any existing landscaping; providing for pest control when needed; and for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of the Development, and maintaining the Development and improvements therein, providing those services important to the development and preservation of an attractive community appearance, and, maintaining the privacy, security and general safety of the owners and occupants of the Development; all as may be more specifically authorized from time to time by the Board of Directors.

9.02 Creation of Lien and Personal Obligation of Assessments.

Each Owner of a Lot or Dwelling, by acceptance of a deed or other conveyance thereof, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association:

(a) annual assessments, such assessments to be established and collected as provided in Section 9.03 hereof,

(b) special assessments, such assessments to be established and collected as provided in Section 9.04 hereof, and

(c) individual or specific assessments against any particular Lot or Dwelling which are established pursuant to the terms of this *Declaration*, including, but not limited to, fines as may be

imposed against such Lot or Dwelling in accordance with Article XI hereof. Any such assessments or Recreational Charges, together with late charges, simple interest at the rate of eighteen (18%) percent per annum, or at such other maximum interest rate as established by South Carolina law, and court costs and attorney's fees incurred to enforce or collect such assessments or Recreational Charges, shall be an equitable charge and a continuing lien upon the Lot or Dwelling, the Owner of which is responsible for payment. Each Owner shall be personally liable for assessments or Recreational Charges coming due while he is the Owner of a Lot or Dwelling, and his grantee shall take title to such Lot or Dwelling subject to the equitable charge and continuing lien therefore, but without prejudice to the rights of such grantee to recover from his grantor any amounts paid by such grantee therefore; provided, however, the lien for unpaid assessments or Recreational Charges shall not apply to the holder of any first priority institutional Mortgage or to the holder of any Mortgage securing a loan made by Declarant, its affiliates, successors or assigns, and who takes title to a Lot or Dwelling through foreclosure, or to any purchaser of such Lot or Dwelling at such foreclosure sale. In the event of co-ownership of any Lot or Dwelling, all of such co-Owners shall be jointly and severally liable for the entire amount of such assessments and Recreational Charges. Assessments and Recreational Charges shall be paid in such manner and on such dates as may be fixed by the Board of Directors, provided that unless otherwise provided by the Board, the annual assessments shall be paid in equal monthly installments.

9.03 Computation of Annual Assessments.

Each Owner of a Lot and each Owner of a Dwelling shall pay the Association the sum of Three Hundred Dollars (\$300.00) per year per Lot or Dwelling. The annual assessment will commence January 1, 2010 or upon issuance of a Certificate of Occupancy by the City of Aiken if said permit is issued prior to the aforementioned date.

From and after January 1, 2010, it shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated Common Expenses during the coming year, such budget to include a capital contribution or reserve account if necessary for the capital needs of the Association. The annual assessment for each Lot and/or Dwelling is equal to the total annual budget divided by the total number of Lots and Dwellings. The Board shall cause the budget and the proposed total of the annual assessments to be levied against Lots, Dwellings, or other commercial or business buildings as may be required for the following year to be delivered to each Owner at least fifteen (15) days prior to such meeting. Upon the addition of the Additional Property or any portion thereof to the Development, assessments shall continue to be equal and the Lots and Dwellings being added to the Development shall thenceforth pay assessments which are equal to those imposed upon Lots and Dwellings previously in the Development. In such event, the Association's budget shall be accordingly revised by the Board, without the necessity of approval by the Owners, to include Common Expenses and assessments related to such additional Lots and Dwellings. The budget and the annual assessments shall become effective unless disapproved at the annual meeting by either;

(a) Declarant, for so long as Declarant has the authority to appoint and remove directors and officers of the Association, or

(b) a vote of a majority of the votes of the Owners who are voting in person or by proxy at such meeting. Notwithstanding the foregoing, in the event the proposed budget is not approved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget and annual assessments in effect for the then current year shall be increased in proportion to the percentage increase, if any, for the then current year, in the Consumer Price Index (all Urban Consumers, United States City Average, All Items 1957-95-100), or its successor index, or at the option of the Board may be

increased up to fifteen (15%) percent of the maximum authorized payment for the previous year, and such increased budget shall be implemented for the succeeding year, until a new budget shall have been approved as provided above. If any budget at any time proves inadequate for any reason, then the Board may call a meeting of the Association for the approval of a special assessment as provided in Section 9.04 hereof. The Common Expenses to be funded by the annual assessments may include, but shall not necessarily be limited to, the following:

- (i) management fees and expenses of administration, including legal and accounting fees;
- (ii) utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection and security services, if any such services or charges are provided for paid by the Association;
- (iii) the cost of any policies of insurance purchased for the benefit of all the Owners and the Association as required or permitted by this *Declaration*, including fire, flood and other hazard coverage, public liability coverage and such other insurance coverage as the Board of Directors determines to be in the interest of the Association and the Owners;
- (iv) the expenses of maintenance, operation and repair of those portions of the Common Areas which are the responsibility of the Association under the provisions of this *Declaration*;
- (v) the expenses of the ARB which are not defrayed by plan review charges;
- (vi) ad valorem real and personal property taxes assessed and levied against the Common Areas;
- (vii) the expenses for conducting recreational, cultural or other related programs for the benefit of the Owners and their families, tenants, guests and invitees;
- (viii) such other expenses as may be determined from time to time by the Board of Directors of the Association to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots and/or Dwellings;
- (ix) the establishment and maintenance of a reasonable reserve fund or funds;
 - (a) for maintenance repair and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be maintained, repaired or replaced on a periodic basis,
 - (b) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and
 - (c) to cover unforeseen operating contingencies or deficiencies arising from unpaid assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

The reserve fund or funds shall be expended only for the purposes set out in this Subparagraph unless other uses are authorized by the affirmative vote of seventy-five (75%) percent of the Owners attending a duly called meeting of the members of the Association;

- (x) for such further items that the Board may, in its discretion, deem necessary.

9.04 Special Assessments.

In addition to the annual assessments authorized above, the Association, acting through its Board of Directors, may levy, in any assessment year, special assessments for Common Expenses, applicable to that year only, provided that except as otherwise permitted in Sections 6.02 and 7.01 hereof, any such assessment shall be approved by;

(a) Declarant, for so long as Declarant owns any Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, and

(b) by a majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose in accordance with the provision of Section 9.06 hereof. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Such special assessments are to be prorated among the Lots and Dwellings equally as provided with respect to annual assessments.

9.05 Individual Assessments.

Any expenses of the Association occasioned by the conduct or less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner shall be specially assessed against such Owners and their respective Lots or Dwellings. The individual assessments provided for this Section 9.05 shall be levied by the Board of Directors and the amount and due date of such assessments so levied by the Board shall be as specified by the Board.

9.06 Notice of Meeting and Quorum.

Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized under Sections 9.03 and 9.04 hereof, shall be sent forty-five (45) days in advance of such meetings. With respect to annual meetings, the presence of members or proxies entitled to cast over fifty (50%) percent of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence in person or by proxy of members having one-third (1/3) of the total votes of the Association. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

9.07 Liens.

All sums assessed against any Lot or Dwelling pursuant to this *Declaration*, together with court costs, reasonable attorney's fees, late charges and interest as provided herein, shall be secured by an equitable charge and continuing lien on such Lot or Dwelling in favor of the Association. Furthermore, all Recreational Charges which are charged by an Owner, his family, tenants or guests with respect to his use or the use by his family, tenants or guests of the Recreational Amenities shall be the personal obligation of such Owner and shall be an equitable charge and continuing lien against the Lot or Dwelling of such Owner. Such liens shall be superior to all other liens and encumbrances on such Lot or Dwelling except only for;

(a) liens of ad valorem taxes, and

(b) liens for all sums unpaid on a first priority institutional Mortgage or on any Mortgage to Declarant, or its affiliates, successors or assigns, and all amounts advanced pursuant to any such mortgage and secured thereby in accordance with the terms of such instrument. Notwithstanding the foregoing to the contrary, the subordination of assessments and Recreational Charges to the lien of such Mortgages shall only apply to such assessments and Recreational Charges which have become due and payable prior to a foreclosure. All other persons acquiring liens or encumbrances on any Lot or Dwelling after this *Declaration* shall have been recorded shall be deemed to consent that such liens or encumbrances shall be inferior to such future liens for assessments and Recreational Charges as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

9.08 Effect of Nonpayment; Remedies of the Association.

Any assessments or Recreational Charges of any Owner or any portions thereof which are not paid when due shall be delinquent. Any Assessment or Recreational Charges delinquent for a period of more than ten (10) days after the date when due shall incur a late charge in an amount as may be determined by the Board from time to time and shall also commence to accrue simple interest at the rate of eighteen (18%) percent per annum. A lien and equitable charge as herein provided for each assessment or Recreational Charge shall attach simultaneously as the same shall become due and payable, and if an assessment or Recreational Charge has not been paid within thirty (30) days, the entire unpaid balance of the assessment or Recreational Charge may be accelerated at the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such assessment or Recreational Charge shall include the late charge established by the Board of Directors, interest on the principal amount due at the rate of eighteen (18%) percent per annum, all costs of collection (including reasonable attorney's fees and court costs), and any other amount provided or permitted hereunder or by law. In the event that the assessment or Recreational Charge remains unpaid after sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Article shall be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot or Dwelling, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such assessments and Recreational Charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvements of real property. The Association shall have the power to bid on the Lot or Dwelling at any foreclosure sale and to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments and Recreational Charges provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot or Dwelling, and an Owner shall remain personally liable for assessments, Recreational Charges, interest and late charges which accrue prior to a sale, transfer or other conveyance of his Lot or Dwelling.

9.09 Certificate.

The Treasurer, any Assistant Treasurer, or the manager of the Association shall, within ten (10) days of a written request and upon payment of such fee as is from time to time determined by the Board of Directors, furnish to any Owner of such Owner's Mortgagee which requests the same, a certificate in writing signed by said Treasurer, Assistant Treasurer or manager setting forth whether the assessments and Recreational Charges for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest and other penalty charges. Such certificate shall be conclusive evidence of payment of any assessments and Recreational Charges stated therein.

9.10 Date of Commencement of Annual Assessments.

The annual assessments provided for herein shall commence as to each Lot and Dwelling on the day on which such Lot or Dwelling is conveyed to a person other than Declarant and shall be due and payable in such manner and on such schedule as the Board of Directors may provide. Annual assessments and any outstanding special assessments shall be adjusted for such Lot or Dwelling according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such Lot or Dwelling is first conveyed. Annual and special assessments for Lots and Dwellings in portions of the Additional Property hereafter submitted to the terms of this *Declaration* shall commence with respect to each such Lot and Dwelling on the latter of;

(a) the day on which such Lot or Dwelling is conveyed to a person other than Declarant or,

(b) the day of the recording of the amendment to the *Declaration* so submitting such parcels, and annual and special assessments for each such Lot and Dwelling shall be adjusted according to the number of months then remaining in the fiscal year of the Association and the number of days then remaining in the month in which such assessments commence.

Anything contained herein to the contrary notwithstanding, Declarant shall not be responsible for the payment of annual or special assessments on Lots and/or Dwellings which it or its affiliates own and which do not contain occupied residences provided Declarant covenants and agrees to pay annual and special assessments for each Lot and Dwelling owned by Declarant or an affiliate and containing occupied residences. Furthermore, Declarant shall fund any deficit which may exist between assessments and the annual budget of the Association for so long as Declarant has the authority hereunder to appoint and remove directors of the Association; provided, however, that the budget, assessments and deficit, if any, shall be annually reviewed by Declarant, and the Board of Directors, and during such period Declarant's obligation for funding deficits shall only be up to the amount of the Association's budget.

ARTICLE X

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

10.01 Purpose.

In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, to ensure environmentally responsible building protocols and to protect and promote the value of the Development, the Lots, Dwellings and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article X. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provision of this Article X.

10.02 Architectural Review Board.

The Board of Directors shall establish the ARB which shall consist of up to five (5) but not less than three (3) members, all of whom shall be Owners and who may or may not be members of the Board of Directors, provided that prior to the termination of Declarant's right to appoint and remove officers and directors of the Association, such members do not have to be Owners. The regular term

of office for each member shall be one year, coinciding with the fiscal year of the Association. Any member appointed to the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the ARB by the Board shall be subject to the prior approval of Declarant until that date which is three (3) years from and after the date on which Declarant's right to appoint and remove officers and directors of the Association is terminated. The ARB shall elect a chairman and he, or in his absence, the vice chairman, shall be the presiding officer at its meetings. The ARB shall meet at least once in each calendar month, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the ARB shall constitute the action of the ARB on any matter before it. The ARB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors and/or attorneys in order to advise and assist the ARB in performing its functions set forth herein.

10.03 Permitted Improvements.

No improvements of any nature whatsoever shall be constructed, altered, added to or maintained upon any part of the Development, except;

- (a) for Dwellings and other improvements which are constructed by Declarant,
- (b) such improvements as are approved by the ARB in accordance with this Article X, or
- (c) improvements which pursuant to this Article X do not require the consent of the ARB.

10.04 Construction of Improvements.

(a) All buildings, structures or other improvements (excepting sidewalks and driveways) on or with respect to any Lot and/or Dwelling shall be located only with the set-back lines specified in *The Ridge at Chukker Creek Design Guidelines*, provided that the ARB shall be empowered to grant variances with respect to such set-back lines given prior approval is obtained from the City of Aiken. To assure that Dwellings and other structures will be located so that the maximum view, privacy and breeze will be available to each Dwelling or structure, Dwellings and structures will be located with regard to the topography of each Lot and/or Dwelling taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other Dwellings or structures within the Development.

(b) No construction of improvements on any Lots and/or Dwellings shall be undertaken or conducted on any Sundays or holidays as established by the ARB except for;

- (i) construction activities of Declarant,
- (ii) emergency situations involving the potential loss, injury or damage to person or property, and
- (iii) as otherwise permitted by the ARB.

(c) The ARB, in its sole discretion, may require that any contractor and/or subcontractor, exclusive of those of Declarant, for any planned improvements within the Development post payment and/or performance bonds with the ARB to assure that such contractor or subcontractor

shall satisfactorily complete such improvements such bonds to be in the name of the Association and to be in form and amount satisfactory to the ARB.

Furthermore, the ARB, in its sole discretion, may require that an Owner and/or Builder to place in escrow with the ARB a compliance deposit in order to assure the completion of all improvements, including landscaping, in accordance with approved plans and specifications, within the time periods provided in this Section 10.04 and in Section 10.06 hereof. The exterior of any improvements permitted by this *Declaration* shall be completed within one year after the construction of same shall have been commenced, except where the ARB allows for an extension of time because such completion within such time is impossible or would result in great hardship to the Owner or builder thereof due to strikes, national emergencies, fires, floods, lightning, earthquakes or other casualties. In the event that such improvements or landscaping are not completed in accordance with approved plans and specification within the provided periods, the ARB shall be entitled to collect on or enforce any payment or performance bonds required hereunder so as to ensure the proper completion of any such improvements. Furthermore, the ARB shall be entitled to retain any sums so held in escrow as a penalty for such failure to complete, and such sums shall be remitted to and shall be the property of the Association. Any such sums so held in such escrow shall, at the discretion of the ARB, be invested so as to earn interest, and any interest earned thereon shall be paid to the Owner making such escrow deposit, if his escrow deposit is refunded, or, if remitted to the Association, shall be the property of the Association.

(d) Dwellings may not be temporarily or permanently occupied until the exteriors thereof have been completed. No temporary house, shack, tent, barn or other outbuilding shall be permitted on any Lot and/or Dwelling at any time, except as provided in Section 10.22 hereof and except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board, nor shall any stable, poultry house or yard, rabbit hut, dog houses or other similar yard structure be constructed or allowed to remain on any Lot and/or Dwelling. During the continuance of construction by an Owner, such Owner shall require its contractors to maintain the Lot and/or Dwelling in a reasonably clean and uncluttered condition and, to the extent, possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner shall cause its contractors to immediately remove all equipment, tools and construction material and debris from the Lot and/or Dwelling on which such construction has been completed.

10.05 Architectural Approval.

To preserve the architectural and aesthetic appearance of the Development, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner, other than Declarant, with respect to the construction or exterior of any Dwelling or with respect to any other portion of the Development, including, but not limited to, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the ARB, a survey showing the location of trees of four (4) inches in diameter at a height of four (4) feet and other significant vegetation on such Lot and/or Dwelling) showing the nature, color, type, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the harmony of external design, location and appearance in relation to surrounding structures, vegetation and topography by the ARB. One copy of such plans, specifications and related data so submitted shall be retained in the records of the ARB, and the other copy shall be returned to the Owner "approved" or "disapproved". The ARB shall establish a fee sufficient to cover the expense of

reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designates, engineers, inspector and/or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be as required by the ARB for submission, and the ARB shall have the right to increase this amount from time to time. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his Dwelling without the necessity of approval or review by the ARB. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In connection with approval rights and to prevent excessive drainage or surface water run-off, the ARB shall have the right to establish a maximum percentage of a Lot and/or Dwelling or area which may be covered by Dwellings, buildings, structures or other improvements, which standards shall be promulgated on the basis or topography, percolation rate of the soil, soil types and conditions, vegetation cover and other environmental factors. Following approval of any plans and specifications by the ARB, representatives or agents of the ARB shall have the right during reasonable hours to enter upon and inspect any Lot and/or Dwelling or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefore have been approved and are being complied with. In the event the ARB shall determine that such plans and specifications have not been approved or are not being complied with, the ARB shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the ARB fails to approve or disapprove in writing any proposed plans and specification within forty-five (45) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved. Upon approval of plans and specification, no further approval under this Article X shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the ARB upon any grounds which are consistent with the objects and purposes of this *Declaration*, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

10.06 Landscaping Approval.

To preserve the aesthetic appearance of the Development, initial landscaping, grading, excavation or filling of any nature whatsoever shall be implemented and installed only by the Declarant or a builder contracted by an Owner for construction of a home. Initial landscape and irrigation system installation must be included as an item in the home construction agreement between the builder and Owner and completed by the builder within thirty (30) days of the issuance of the Certificate of Occupancy. All initial landscaping and irrigation system plans must be submitted to and approved in writing by the ARB prior to installation. Following the installation of the initial landscaping, supplemental landscaping and irrigation may be installed by the Owner or subcontractor hired by the Owner upon ARB approval. The provision of Section 10.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation or filling. Such plans shall include a calculation of the area to be covered by grass lawns versus the area to be left in a natural state, and the ARB shall be entitled to promulgate standards with respect to such coverages.

No Owner, other than Declarant, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes or other vegetation of any kind or species without obtaining the prior approval of the ARB, provided that dead or diseased trees which are inspected and certified as dead or diseased by the ARB or its representatives, as well as other dead or diseased shrubs, bushes or other vegetation, shall be cut and removed promptly from any Lot and/or Dwelling by the Owner of such Lot and/or Dwelling, as the case may be. All of the initial landscaping of Lots and Dwellings must be completed within thirty (30) days of issue of Certificate of Occupancy.

All Landscaping shall be maintained by the Owner to the level equal to or greater than the landscape plan originally approved by the ARB. Such maintenance shall include watering, weeding, using herbicides, removing dead branches, mowing grass and replenishing mulches (pine straw, bark, etc.) so as to maintain a neat appearance.

10.07 Approval not a Guarantee.

No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standard shall in no event be construed as representing or guaranteeing that any Dwelling or other improvement built in accordance therewith will be designed and/or built in a good and workmanlike manner. Neither Declarant, the Association nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article X, nor any defects in construction undertaken pursuant to such plans and specifications.

10.08 Building Restrictions.

For Building Restrictions, reference *The Ridge at Chukker Creek Design Guidelines* that are available at the office of the Declarant, as are established by the ARB and as may be amended from time of to time by the ARB.

10.09 Service Yards.

For Service Yards, reference *The Ridge at Chukker Creek Design Guidelines* that are available at the office of the Declarant, as are established by the ARB and as may be amended from time of to time by the ARB.

10.10 Use of Lots and Dwellings.

Except as permitted by Sections 3.10 and 10.23 hereof, each Lot and/or Dwelling shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by any Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client or employee traffic, provided that in no event shall any Lot or Dwelling be used as the office of or storage area for any building contractor or real estate development. Furthermore, the operation of the Recreational Amenities, including, without limitation the charging and collecting of memberships, tennis court fees, swimming fees and the operation of tennis pro shops, restaurants, grills and other food and beverage facilities, as well as other related activities, and the operation in common areas for which a fee may be charged, shall be expressly permitted within the Development, exclusive of Lots and/or Dwellings and shall not be deemed to be a violation of the terms of this Section 10.10. Lease or rental of a single family Dwelling shall also not be considered to be a violation of this covenant so long as the lease is in compliance with rules and regulations as may be promulgated and published from time to time by the Board of Directors. All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Secretary of the Association and the managing agent of the Association, if any, with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this *Declaration* and the rules and regulations adopted hereunder.

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10.11 Exterior Appearance.

For exterior appearance, reference *The Ridge at Chukker Creek Design Guidelines* that are available at the office of the Declarant, as are established by the ARB and as may be amended from time to time by the ARB.

10.12 Signs.

Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows or on the exterior of any improvements, trees or utility structures located with the Development, without the express written permission of the ARB. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the ARB and may be arbitrarily withheld.

Notwithstanding the foregoing, the restrictions of this Section 10.12 shall not apply to the Declarant. In addition, the Board of Directors, on behalf of the Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and within those easement areas established in Section 3.08 hereof.

10.13 Mail Boxes.

For Mail Boxes, reference *The Ridge at Chukker Creek Design Guidelines* that are available at the office of the Declarant, as are established by the ARB and as may be amended from time to time by the ARB.

10.14 Antennas.

For Antennas, reference *The Ridge at Chukker Creek Design Guidelines* that are available at the office of the Declarant, as are established by the ARB and as may be amended from time to time by the ARB. No radio or television signal nor any electro-magnetic radiation is permitted to originate from any lot which may interfere with the reception of any television or radio signal within the Development.

10.15 Water Wells and Septic Tanks.

Subject to the terms of Section 3.14, no private water wells for potable water may be drilled or maintained on any Lot and/or Dwelling so long as Declarant or an affiliate, or the Association, a public service district, any governmental unit, or any public or private utility shall have installed a water distribution line within one hundred (100) feet of such Lot and/or Dwelling with average daily water pressure in such line adequate for the normal household use of those Dwellings served by such distribution line. Further, no permanent septic tanks or similar sewage facilities may be installed or maintained on any Lot and/or Dwelling, except as provided in Section 3.14 hereof, unless there is satisfactory soil percolation and Declarant or an affiliate, the Association, a public service district, any governmental unit, or any public or private or private utility shall not have installed a sanitary sewer line within one hundred (100) feet of such Lot and/or Dwelling, which line is connected to adequate sewage treatment facilities.

10.16 Water Conservation.

In order to promote good water conservation practices and to lessen the burden of treating and disposing of sewage effluent, reference *The Ridge at Chukker Creek Design Guidelines* that are available at the office of the Declarant, as are established by the ARB and as may be amended from time to time by the ARB.

10.17 Pets.

With the exception of Declarant, no animals, livestock, birds or poultry of any kind shall be raised, bred or kept by any Owner, his family, tenants or guests, upon any portion of the Development, provided that no more than three (3) cats, dogs or similar domestic house pets may be kept in Dwellings, subject to rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. All pets must be treated kindly and humanely and be provided shelter, food, water, training and veterinary care appropriate to their species, breed and health. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any Lot or part of the Common Areas. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas or on property not owned by the pet owner, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, property not owned by the pet owner, Roads and/or Road Right-Of-Ways, Vacant Lots or Undeveloped Property and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 10.17, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right, subject to Section 11.03 hereof, to fine any Owner (in an amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such Owner, his family, tenants or guests, and an Owner shall be liable to the Association for the cost or repair of any damage to the Common Areas caused by the pet of such Owner, his family, tenants or guests, or of an occupant of such Owner's Lot and/or Dwelling. Any such fine or cost of repair shall be added to and become a part of the portion of any assessment next coming due to which such Lot and/or Dwelling and its Owner are subject.

10.18 Hunting and Fishing.

No hunting will be allowed in the Development. Fishing will be allowed in the Development in areas from time to time designated by Declarant or the Board of Directors.

10.19 Limitations as to Use of Bodies of Water.

The lagoons, lakes, ponds and other bodies of water within the Development are intended for the use and enjoyment of the Declarant and the Association, their guests and invitees and the enhancement of the Development. To provide for the full enjoyment of the aforesaid water courses and bodies of water and to preserve water quality and to minimize erosion due to water turbulence, no boats and no combustion type engines shall be operated in said water courses or bodies of water within the Development without the written consent of Declarant, so long as Declarant owns a lot or Dwelling primarily for the purpose of sale or unexpired option to add additional property or any portion thereof to the Development, and after the Declarant has sold all its lots or Dwellings and has no further additional property for development, the Association with permission may be arbitrarily withheld.

Declarant retains ownership of all bodies of water referred to above and expressly reserves unto itself, its successors and assigns, every reasonable use and enjoyment of said lagoons, water courses and other bodies of water in a manner not inconsistent with this *Declaration*. It is further expressly recognized that said lagoons and bodies of water perform valuable drainage functions requiring water levels to be raised and lowered from time to time in connection with the Development. Declarant expressly retains all rights to adjust water levels as requirements dictate.

No owner shall obstruct, alter or interfere with the flow or natural course of the waters of any river, creek, stream, lake or pond in the Development without first obtaining written consent the Architectural Review Board.

10.20 Wetlands.

Portions of some Lots located in the Development are or may be considered wetlands, as that term is defined under applicable local, state and/or federal law or regulation. No owner of any Lot within the Development shall construct any improvements, disturb or otherwise take any action within such wetlands prohibited under such laws or regulations.

10.21 Nuisances.

No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon areas of the Development, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any Lot and/or Dwelling or in any part of the Common Areas and each Owner, his family, tenants, guests, invitees, servants and agents shall refrain from any act or use of a Lot and/or Dwelling or of the Common Areas which could cause disorderly, unsightly or unkempt conditions, or which could cause embarrassment, discomfort, annoyance or nuisance to the occupants of other portions of the Development or which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, sound systems or other sound devices, except fire alarm devices used exclusively for such purposes, shall be located, used or placed within the Development. Nor shall any materials such as peat bags, hose reels, leftover lumber, excess building materials etc. be allowed to be stored in outside areas within public view. Also, without limiting the generality of the foregoing air drying of clothes is prohibited, nor shall any clothing, rugs or other items be hung over any railing, fence, hedge or wall. No rope lines may be strung between trees for any purpose.

10.22 Motor Vehicles, Trailers, Boats, Etc.

Each Owner shall provide for parking of their automobiles off streets and roads within the Development after the issuance of a certificate of occupancy of the Dwellings. Subject to the terms of this Section 10.22, there shall be no outside storage or parking upon any Lot and/or Dwelling or within any portion of the Common Areas (other than areas provided therefore within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks) commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms or combustion driven or towed transportation devices. Furthermore, the Board of Directors may at any time prohibit mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, and other vehicles, or any of them, from

entering and/or being kept, placed, stored, maintained or operated upon any portion of the Development if in the opinion of the Board of Directors such prohibition shall be in the best interests of the Development. No Owners or other occupants of any portion of the Development, shall repair or restore any vehicle of any kind upon or within any Lot and/or Dwelling or within any portion of the Common Areas, except;

- (a) within enclosed garages or workshops or
- (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

In Declarant's discretion, rental storage space for the above mentioned vehicles, boats, etc., may be provided in Declarant's designated storage area.

10.23 Sales and Construction Activities.

Notwithstanding any provisions or restrictions contained in this *Declaration* to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonable required, convenient, or incidental to the completion, improvement and sale of Lots and/or Dwellings or the developing of Lots, Dwellings, Common Areas, and Additional Property, including, without limitation, the installation and operation of sales and construction offices, signs and model Dwellings, provided that the location of any construction trailers of any assignees of Declarant's rights under this Section 10.23 shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Lots and/or Dwellings and for related activities.

10.24 Multiple Ownership.

No Lot or Dwelling may be owned by more than two (2) Owners at any one time. For purposes of this restriction, a married couple constitutes a single Owner. Furthermore, no Lots and/or Dwellings may be sold under any time-sharing, time-interval or similar right-to-use programs. Notwithstanding the foregoing to the contrary, a Lot and/or Dwelling may be owned by a corporation or partnership so long as such corporation or partnership does not have more than two (2) designated users; provided, however, that the foregoing prohibition shall not apply to Declarant, its affiliates, or their respective successors or assigns. Designated user(s) is herein defined as a person who uses the Dwelling for a period as established by the Board of Directors; a listing of said designated user(s) shall be filed with the Board of Directors upon closing of said Lot and shall be updated annually.

10.25 Garages.

All Single Family Dwellings are required to have a garage. Reference *The Ridge at Chukker Creek Design Guidelines* that are available at the office of the Declarant, as are established by the ARB and as may be amended from time to time by the ARB.

ARTICLE XI

RULE MAKING

11.01 Rules and Regulations.

Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots and/or Dwellings and the Common Areas and facilities located thereon. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations shall be binding upon the Owners, their families, tenants, guests, invitees, servants and agents, until and unless any such rule or regulation is specifically overruled, cancelled or modified by the Board of Directors or in a regular or special meeting of the Association by the vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association, provided that in the event of such vote, such action must also be approved by Declarant, for so long as Declarant owns any Lot and/or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development.

11.02 Authority and Enforcement.

Subject to the provisions of Section 11.03 hereof, upon the violation of this *Declaration, the By-Laws*, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to timely pay any assessments or Recreational Charges, the Board shall have the power;

- (a) to impose reasonable monetary fines which shall constitute an equitable charge and a continuing lien upon the Lot and/or Dwelling, the Owners, occupants or guests of which are guilty of such violation,
- (b) to suspend an Owner's right to vote in the Association, or
- (c) to suspend an Owner's right (and the right of such Owner's family, guests and tenants and of the co-Owners of such Owner and their respective families, guests and tenants) to use any of the Recreational Amenities, and the Board shall have the power to impose all or any combination of these sanctions.

An Owner shall be subject to the foregoing sanctions in the event of such a violation by such Owner, his family, guests or tenants or by his co-Owners or the family, guests or tenants of his co-Owners. Any such suspension of rights may be for the duration of the infraction and for any additional period thereafter, not to exceed thirty (30) days.

11.03 Procedure.

Except with respect to the failure to pay assessments or Recreational Charges, the Board shall not impose a fine, suspend voting rights or infringe upon or suspend any other rights of an Owner of other occupant of the Development for violation of the *Declaration, the By-Laws*, or any rules and regulations of the Association, unless and until the following procedure is follows:

- (a) Written demand to cease and desist from an alleged violation shall be served upon the Owner responsible for such violation specifying:

- (i) The alleged violation;
- (ii) The action required to abate the violation; and

(iii) A time period of not less than ten (10) days during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this *Declaration, the By-Laws* or of the rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(b) Within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board may serve such Owner with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

- (i) The nature of the alleged violation;
- (ii) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;
- (iii) An invitation to attend the hearing and produce any statement evidence and witnesses on his behalf; and
- (iv) The proposed sanction to be imposed.

(c) The hearing shall be held in executive session of the Board of Directors pursuant to the notice and shall afford the alleged violator a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director or other individual who delivered such notice. The notice requirement shall be deemed satisfied if an alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any.

ARTICLE XII

GENERAL PROVISIONS

12.01 Control by Declarant.

NOTWITHSTANDING ANY OTHER LANGUAGE OR PROVISION TO THE CONTRARY IN THIS DECLARATION, IN THE ARTICLES OF INCORPORATION OR IN THE BY-LAWS OF THE ASSOCIATION, Declarant hereby retains the right to appoint and remove any member or members of the Board of Directors of the Association and any officer or officers of the Association as provided by and for the term set forth in Section 8.01 hereof. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees that Declarant shall have the authority to appoint and remove directors and officers of the Association in accordance with the foregoing provisions of this Section 12.01 and the provisions of Section 8.01. Upon the expiration of the period of Declarant's right to appoint and remove directors and officers of the Association pursuant to the provisions of Section 8.01 and this Section 12.01, such right shall pass to the Owners, including Declarant if Declarant then owns one or more Lots and/or Dwellings,

and a special meeting of the Association shall be called within a reasonable time thereafter. At such special meeting, Owners shall elect a new Board of Directors which shall undertake the responsibilities of the Board of Directors and Declarant shall deliver all books, accounts and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession.

12.02 Amendments by Declarant.

During any period which Declarant retains the right to appoint and remove any directors and officers of the Association, Declarant may amend this *Declaration* by an instrument in writing filed and recorded in the Records of the Office of the Clerk of Court for Aiken County, South Carolina, without the approval of any Owner or Mortgagee; provided, however, that, with the exception of the addition of any portion of the Additional Property to the terms of this *Declaration*;

(a) in the event that such amendment materially alters or changes any Owner's right to the use and/or enjoy his Lot and/or Dwelling or the Common Areas as set forth in this *Declaration* or adversely affects the title to any Lot and/or Dwelling, such amendment shall be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby, or

(b) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Mortgagees so affected. Notwithstanding the foregoing to the contrary, the expiration of termination of the right of Declarant to appoint and remove any directors and officers of the Association shall not terminate Declarant's right to amend the *Declaration* for the purpose of submitting the Additional Property or any portion thereof to the provisions of this *Declaration* as provided in Section 2.02 hereof. Any amendment made pursuant to this Section 12.02 shall be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees if required, and shall be effective only upon recordation or at such later date as shall be specified in the amendment itself. Each Owner, by acceptance of a deed or other conveyance to a Lot and/or Dwelling, agrees to be bound by such amendments as are permitted by this Section 12.02 and further agrees that, if requested to do so by Declarant, such Owner will consent to the amendment of this *Declaration* or any other instruments relating to the Development;

(i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule or regulation or any judicial determination which shall be in conflict therewith,

(ii) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots and/or Dwellings subject to this *Declaration*,

(iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Lot and/or Dwelling or other improvements subject to this *Declaration*, or

(iv) if any such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on the Lots and/or Dwellings or other improvements subject to this *Declaration*.

12.03 Amendments by Association.

Amendments to this *Declaration*, other than those authorized by Section 12.02 hereof, shall be proposed and adopted in the following manner:

- (a) Notice of the subject matter of the proposed amendment shall be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and shall be delivered to each member of the Association.
- (b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or by members of the Association. Such amendment must be approved by Owners holding at least three-fourths (3/4) of the total votes in the Association; provided, however,
 - (i) that any amendment which materially and adversely affects the security title and interest of any Mortgagee must be approved by such Mortgagee, and
 - (ii) during any period in which Declarant owns a Lot and/or Dwelling primarily for the purpose of sale or had the unexpired option under this *Declaration* to add the Additional Property or any portion thereof to the Development, such amendment must be approved by Declarant.
- (c) The agreement of the required percentage of the Owners and, where required, Declarant and any Mortgagee, to any amendment of this *Declaration* shall be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement shall state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this *Declaration* shall become effective only when recorded or at such later date as may be specified in the amendment itself.

12.04 Enforcement.

Each Owner shall comply strictly with *the By-Laws* and the published rules and regulations of the Association adopted pursuant to this *Declaration*, as either of the same may be lawfully amended from time to time, and with the covenants, conditions and restrictions set forth in this *Declaration* and in the deed or other instrument of conveyance to his Lot and/or Dwelling, if any. Failure to comply with any of the same shall be grounds for imposing fines, for suspending voting rights or rights of use in and to the Recreational Amenities, or for instituting and action to recover sums due, for damages, and/or for injunctive relief, such actions to be maintainable by Declarant, the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Owner. Should Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorney's fees, shall be paid by the violating Owner. In as much as the enforcement of the provisions of this *Declaration*, *the By-Laws* and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Declarant, the Association or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation nor breach or any threatened violation or breach. No delay, failure or omission on the part of Declarant, the Association or any aggrieved Owner in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto nor shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach, or as to a violation or breach

occurring prior to subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, by any person of the provision of this *Declaration*, the *By-Laws* or any rules and regulations of the Association, however long continued.

12.05 Duration.

The provisions of this *Declaration* shall run with and bind title to the Property, shall be binding upon and inure to the benefit of all Owners and Mortgagees, their respective heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect for a period of thirty (30) years from and after the date of the recording of this *Declaration*, provided that rights and easements which are stated herein to have a longer duration shall have such longer duration. Upon the expiration of said thirty (30) year period, this *Declaration* shall be automatically renewed for successive ten (10) year periods. The number of ten (10) year renewal periods shall be unlimited, with this *Declaration* being automatically renewed and extended upon the expiration of each ten (10) year renewal period and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this *Declaration*, if, during the last year of an initial thirty (30) year period or the last year of any ten (10) year renewal period, seventy-five (75%) percent of the total votes of the Association are cast in favor of terminating this *Declaration* at the end of the then current term. In the event that the Association votes to terminate this *Declaration*, an instrument evidencing such termination shall be filed of record in the Records of the Clerk of Court for Aiken County, South Carolina, such instrument to contain a certificate wherein the President of the Association swears that such termination was duly adopted by the requisite number of votes. Every purchaser or grantee of any interest in any Property, by acceptance of a deed or other conveyance therefore, thereby agrees that the provisions of this *Declaration* shall run with and bind title to the Property as provided hereby.

12.06 Perpetuities.

If any of the covenants, conditions, restrictions or other provision of this *Declaration* shall be unlawful, void or voidable for violation of the rule against perpetuities, then Declarant, its affiliates, or their respective successors or assigns and/or the Board of Directors shall have the right to amend the *Declaration* accordingly to bring it into compliance.

12.07 Interpretation.

In all cases, the provisions set forth or provided for in this *Declaration* shall be construed together and given that interpretation or construction which in the opinion of Declarant or the Board of Directors will best effect the intent of the general plan of development. The provision hereof shall be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective. The provisions of this *Declaration* shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this *Declaration* shall be the date of its filing for record on the Records of the Clerk of Court for Aiken County, South Carolina. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer. This *Declaration* shall be construed under and in accordance with the laws of the State of South Carolina.

12.08 Gender and Grammar.

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

12.09 Severability.

Whenever possible, each provision of this *Declaration* shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this *Declaration* to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this *Declaration* are declared to be severable.

12.10 Rights of Third Parties.

This *Declaration* shall be recorded for the benefit of Declarant, the Owners and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party shall have any right, title or interest whatsoever in the Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant and mortgagees as herein provided, the Owners shall have the right to extend, modify, amend or otherwise change the provisions of this *Declaration* without the consent, permission or approval of any adjoining owner or third party.

12.11 Notice of Sale, Lease or Mortgage.

In the event an Owner sells, leases, mortgages or otherwise disposes of any Lot and/or Dwelling, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgagee or transferee.

12.12 No Trespass.

Whenever the Association, Declarant, the ARB and their respective successors, assigns, agents or employees are permitted by this *Declaration* to enter upon or correct, repair, clean, maintain, preserve or do any other action within any portion of the Development, the entering thereon and the taking of such action shall not deem to be trespass.

12.13 Notices.

Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Lots and/or Dwellings. All notices to the Association shall be delivered or sent in care of Declarant to Declarant's main office in Aiken, South Carolina, or to such other address as the Association may from time to time notify the Owners. All notices to Declarant shall be delivered at Declarant's office at The Ridge at Chukker Creek in Aiken, South Carolina, or to such other address as Declarant may from time to time notify the Association. Notices to Mortgagees shall be delivered or sent to such addresses as such Mortgagees specify in writing to the Association.

ACKNOWLEDGEMENT

IN WITNESS WHEREOF the undersigned have hereunto set their Hands and Seals the 28th day of January, 2008.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF:

FPA, INC.

William Kolarek, Jr.
WITNESS

BY: Ron Monahan
RON MONAHAN, PRESIDENT

Susan Johnson
WITNESS

STATE OF SOUTH CAROLINA }
COUNTY OF AIKEN }

PERSONALLY appeared before me the undersign witness, who being first duly sworn, deposes and says that he saw the within named FPA, INC., By RON MONAHAN, PRESIDENT, sign, seal and as its act and deed deliver the within **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIDGE AT CHUKKER CREEK** and that he with Susan Johnson witnessed the execution thereof.

William Kolarek, Jr.
WILLIAM KOLAREK, JR.

SWORN to before me this 28th Day of January, 2008.

Kimberly M. Peck
NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: 10/30/2017

AMENDMENT #1

VOL. 4350 Pages 1561

**AMENDEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE RIDGE AT CHUKKER CREEK**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIDGE AT CHUKKER CREEK, made this 17th day of March, 2011 by FPA, Inc., a South Carolina corporation ("Declarant"),

WITNESSETH:

WHEREAS, FPA, Inc., the owner of certain real property located in Aiken County, South Carolina, known as The Ridge at Chukker Creek, as more particularly described in the Records of the Clerk of Court for Aiken County, South Carolina, in Plat Book: PL52 at Pages: 17-17 (Northern Tract), aforesaid records, less several lots heretofore sold by FPA, Inc. out of lots shown in Plat Book: PL53 at Pages: 268-271, and,

WHEREAS, Declarant has subjected the property shown in Book: PL53 at Pages: 268-271 to the provisions of that certain *Declaration of Covenants, Conditions and Restrictions for The Ridge at Chukker Creek* (the "*Declaration*"), which *Declaration* has been recorded in Miscellaneous Book: RB 4184, Pages: 997-1042, aforesaid records, and which provides a method for the administration and maintenance of the Property; and,

WHEREAS, the aforesaid *Declaration of Covenants, Conditions and Restrictions* contain a provision in Article XII Sections 12.01 and 12.02 thereof, in which the Declarant retains the right to amend said *Declaration* and this *Amendment* is made pursuant to such retained right; and,

WHEREAS, in the preamble to the aforesaid *Declaration* the addition of property conveyed by the *Declaration* is contemplated and "Additional Property" in Article 1.01(a) is defined as including all property shown in Plat Book: PL52 at Pages: 17-17 (Northern Tract) which property includes the property hereinafter described which is added to the property covered by the *Declaration*; and,

WHEREAS, the aforesaid *Declaration* contains a provision in Article II Section 2.02 (a) thru (f) outlining the plan for Development of "Additional Property",

WHEREAS, the Declarant desires to subject the "Additional Property", as defined below, to the *Declaration* and modify the *Declaration* as it relates to the "Additional Property" as set forth below.

NOW THEREFORE, FPA, Inc., the Declarant, as and for a further amendment to the original *Declaration* as amended hereby declares that the *Declaration* and the *Declaration* as amended is amended as follows:

A. To amend the *Declaration* as amended to add the property covered by the *Declaration* the following and to reaffirm the application of the terms of the *Declaration* as amended with certain specified exceptions as outlined herein:

1. PROPERTY ADDED: ALL those certain pieces, parcels or lots of land, situate, lying and being in the County of Aiken, State of South Carolina, herein shown and designated as Lots 86 through 90, The Ridge at Chukker Creek, Phase II - A, made by Tripp Land Surveying, Inc. dated 10-27-2010 and recorded in Plat Book: PL 55 at Page: 588-588 and Lots 91 through 115, The Ridge at Chukker Creek, Phase II - B, made by Tripp Land Surveying, Inc. dated 10-27-2010 and recorded in Plat Book: PL 55 at Page: 587-587 at the office of R.M.C. for Aiken County.

2. The "Additional Property" as described in (1) above shall be bound by the terms of the Declaration as amended and by reference to the *Design Guidelines for The Ridge at Chukker Creek* except as follows:

Declaration of Covenants, Conditions and Restrictions for The Ridge at Chukker Creek

- a. Article IX: ASSESSMENTS
Section: 9.03 - Computation of Annual Assessments.

Each Owner of a Lot and each Owner of a Dwelling shall pay the Association the sum of Three Hundred Sixty Five Dollars (\$365.00) per year per Lot or Dwelling. The annual assessment will commence January 1, 2011 and be prorated commensurate with date of closing of each Lot and/or Dwelling. J. R. Homes (Builder) shall not be responsible for the payment of annual or special assessments on Lots and/or Dwellings which it or its affiliates own.

- b. ARTICLE X: ARCHITECTURAL STANDARDS AND USE RESTRICTIONS
Section: 10.04 - Construction of Improvements.

Construction of improvements on any Lots and/or Dwellings may be undertaken or conducted all days of the week to include Sundays and/or holidays with the exception of Easter, Fourth of July, Thanksgiving and Christmas or unless otherwise prohibited by the ARB.

- c. ARTICLE X: ARCHITECTURAL STANDARDS AND USE RESTRICTIONS
Section: 10.05 - Architectural Approval.

All home designs must be selected from the J.R. Homes "Home Plan Collection" pre-approved by the Architectural Review Board (ARB). Home exterior finish combinations and colors and/or any significant design change (s) made to a pre-approved plan must be approved by the ARB prior to commencement of construction.

- d. ARTICLE X: ARCHITECTURAL STANDARDS AND USE RESTRICTIONS
Section: 10.17 - Pets.

Cats, dogs or similar domestic house pets may be kept in Dwellings, subject to rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose.

- e. ARTICLE X: ARCHITECTURAL STANDARDS AND USE RESTRICTIONS
Section: 10.21 - Nuisances.

Air-drying of clothes, rugs or other items is permitted at the rear of dwellings with 6' high fenced yards given such items are not within public view.

- f. ARTICLE X: ARCHITECTURAL STANDARDS AND USE RESTRICTIONS
Section: 10.22 - Motor Vehicles, Trailers, Boats, Etc.

Each Owner shall provide for parking of their automobiles off streets and roads within the Development after the issuance of a certificate of occupancy of the Dwellings. Subject to the terms of this Section 10.22, there shall be no outside storage or parking upon any Lot and/or Dwelling or within any portion of the Common Areas (other than areas provided therefore within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks and small vans) commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms or combustion driven or towed transportation devices. No Owners or other occupants of any portion of the Development, shall repair or restore any vehicle of any kind upon or within any Lot and/or Dwelling or within any portion of the Common Areas, except; (1) within enclosed garages or workshops or (2) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Design Guidelines for The Ridge at Chukker Creek

a. **ARTICLE III: DESIGN REQUIREMENTS**

Section: 3.01 - Site Design.

(f) Site Elements

(4) Fences, Gates and Related Screen Walls

Fences will be permitted with ARB approval on all homesites in accordance with the following specifications:

- Privacy fence may be 6ft shadow box natural wood style fence installed by ARB approved and licensed contractor.
- Alternatively, fence may be four-board Kentucky black wood fence similar to that which is on many of the common areas. Four-board fence may be with or without equestrian style no-climb wire on the homesite side.
- Fence may enclose the rear yard and a portion of the side yard not to exceed half the length of the side of the home.

Failure to comply with these maintenance standards may result in either the repair or removal of the fence at the owner's expense. Other than routine maintenance, replacement of existing fences must comply with the aforementioned fence policy and specifications.

Pool fences must comply with the style type and specifications as previously mentioned; however, height restrictions may be accommodated on a case-by-case basis as may be required by South Carolina building codes.

All fence installation or replacement must have the prior approval of the ARB. Additionally, The Ridge at Chukker Creek Owners Association Board of Directors and/or ARB reserves the right to revise this policy as future circumstances dictate and grant exceptions when deemed necessary.

b. **ARTICLE III: DESIGN REQUIREMENTS**

Section: 3.01 - Site Design.

(f) Site Elements

(7) Mail Boxes

Mailboxes are to be uniform throughout the community and pre-approved by the ARB. Builder will purchase and install initial mailbox. Following installation, Owners are responsible for maintenance, repair and replacement of their mailbox as may be deemed necessary by the ARB.

c. **ARTICLE III: DESIGN REQUIREMENTS**

Section: 3.01 - Site Design.

(f) Site Elements

(10) Sculpture

Maintain only for the private enjoyment of homesites residents. At least some screening of views from off the property is required.

d. **ARTICLE III: DESIGN REQUIREMENTS**

Section: 3.01 - Site Design.

(f) Site Elements

(11) Service Court

Heat pumps, air conditioning compressors, irrigation controllers and any item stored outside must be screened from public view. Screen walls constructed of brick lattice or stone to match the exterior finish of the home or approved landscape shrubbery of sufficient height to entirely shield equipment from view is permissible.

- e. **ARTICLE III: DESIGN REQUIREMENTS**
 Section: 3.01 - Site Design.
 (f) Site Elements
 (14) Swimming Pools

Above-ground and In-ground swimming pools are permitted within building setback boundaries at the rear of a home away from public view. Not all lots may support pool installation due to size constraints. Scale, dimension and detail must be in compatibility with residence and surrounding homes. The ARB reserves the right to deny pool construction for purely aesthetic considerations.

- f. **ARTICLE III: DESIGN REQUIREMENTS**
 Section: 3.01 - Site Design.
 (f) Site Elements
 (16) Playground Equipment

Playground equipment is permitted within building setback boundaries at the rear of a home away from public view following ARB approval. Equipment must be constructed of natural material such as pressure-treated southern yellow pine (SYP), other recognized exterior woods such as redwood, red or white cedar or cypress or recycled composite materials such as Trex. Structures must be stained and maintained to blend as inconspicuously as possible from surrounding views. Brightly covered awnings, canopies, slides and/or swings may be erected. Scale, dimension and detail must be in compatibility with residence.

- g. **ARTICLE III: DESIGN REQUIREMENTS**
 Section: 3.02 - Single Family Home Design.

A requirement on all design is that it be architecturally compatible with existing construction when built. Meeting common design criteria is necessary to meet that objective. Home Design shall be subject to the following requirements:

Please note all building setback minimums are measured from property lines.

Community: Phase II B - Lots 86-115

Minimum Requirements:

- Total Heated and Air Conditioned Space (Note #1) : 1,500 square feet
- Main House Front Setback : 25 feet minimum
- Garage Front Setback : 25 feet minimum
- Main Home Rear Setback : 10 feet minimum
- Side Yard Setback for single story home : 7.5 feet minimum
- Side Yard Setback for two story home : 10 feet minimum
- Covered Parking (Garage) : 2 cars minimum

Maximum Permitted:

- Number of Stories : 2 1/2
- Height of Home (measured from top of first floor) : 35 feet

Specific Features:

- Brick, Hardi-plank siding, stucco or stone exterior
- Architectural asphalt shingles, slate tile or standing seam metal
- Attached garage – front, courtyard or side entry

Notes: (#1) Heated or air conditioned space shall be measured from outside of exterior wall to outside of exterior wall, counting stairways only once, except for open or closet areas beneath stairs finished with drywall. No screened porches, decks, garages, carports, exterior foyers, open atriums, vaulted space, etc. shall be included in the square foot calculation.

- h. **ARTICLE III: DESIGN REQUIREMENTS**
 Section: 3.02 - Single Family Home Design.
 (c) Garages and Detached Structures

An attached two (2) car garage is required for every single family homesite. It may be front, courtyard or side entry. Locate in front half of property unless the location of a major specimen tree or a group of relatively significant trees supports a variance to this requirement. Mechanical openers are required for garage doors.

Detached garden sheds are permitted given ARB approval. Structures must be located in the rear yard and painted to match the home.

- i. **ARTICLE III: DESIGN REQUIREMENTS**
 Section: 3.02 - Single Family Home Design.
 (g) Roof
 (1) Pitch

Extremes in roof pitches for segments of a total roof can have positive results. However, best results will be achieved when most of the total roof area is pitched at or between four (4) feet in twelve (12) feet and ten (10) feet in twelve (12) feet. Flat roof pitches are not permitted.

- j. **ARTICLE III: DESIGN REQUIREMENTS**
 Section: 3.02 - Single Family Home Design.
 (g) Roof
 (4) Roof Penetrations

Paint exterior roof and plumbing vents black or to blend with the color of the roof. Fireplace, gas water heater and/or HVAC equipment vents are not required to be painted.

- k. **ARTICLE III: DESIGN REQUIREMENTS**
 Section: 3.02 - Single Family Home Design.
 (h) Air Conditioning Units

Heat pumps and air conditioning compressors must be screened from public view. Screen walls constructed of brick lattice or stone to match the exterior finish of the home or approved landscape shrubbery of sufficient height to entirely shield equipment from view is permissible.

- l. **ARTICLE III: DESIGN REQUIREMENTS**
 Section: 3.02 - Single Family Home Design.
 (m) Water Saving Fixtures

Conservation of water is encouraged and it is suggested homes meet the following maximum ratings developed at a line pressure of at least 60 psi:

Toilet, Tank Type	:	1.6 gallons per flush
Toilet, Flushometer Type	:	1.6 gallons per flush
Shower Heads	:	2 gallons per minute
Lavatories	:	1.5 gallons per minute
Kitchen Sinks	:	2.5 gallons per minute

- m. **ARTICLE IV: CONSTRUCTION REQUIREMENTS**
 Section: 4.02 - During Construction.
 (a) Working Hours

Construction of improvements on any Lots and/or Dwellings may be undertaken or conducted all days of the week to include Sundays from 6:30 AM until 9:00 PM.

- n. **ARTICLE IV: CONSTRUCTION REQUIREMENTS**
Section: 4.02 - During Construction.
(b) Non-Work Days

The following days are non-work days, and no construction, except for emergency purposes, is permitted in The Ridge at Chukker Creek; Easter, Fourth of July, Thanksgiving and Christmas.

- o. **ARTICLE V: APPENDIX**
Section: 5.01 - Specifications and Details.
(b) Temporary Construction/Homesite Identification

To be provided and installed by the Contractor and located on the street side property line at the center point of the homesite, fifty (50) inches above the ground level with the face of the sign parallel to the street. The sign shall display the Contractor's name, Property Owner placard and The Ridge at Chukker Creek Building Permit.

