

**CARRINGTON PLACE
FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

This Declaration (the "Declaration") is made April__, 2017, by **THE CARRINGTON PLACE HOMEOWNERS' ASSOCIATION**.

PREAMBLE

- A. Declarant, CARRINGTON PLACE HOMEOWNERS' ASSOCIATION, assumed control of the below described property which has been subdivided for residential purposes:
The Plat of CARRINGTON PLACE DEVELOPMENT, PHASE I, as recorded in the St. Clair County Recorder of Deeds office on November 21, 2001, as Document Number A01647367, recorded in Book 101, Page 16.
- B. Declarant intends for these Declarations to protect current and future owners of property in the Development (defined herein).
- C. The Original "Carrington Place Declaration of Covenants, Conditions, Restrictions and Easements" was duly recorded in the St. Clair County Recorder of Deeds office on October 29, 2001, as Document Number A01642759, recorded in Book 3590, Page 1874.
- D. The "Carrington Place Amended Declaration of Covenants, Conditions, Restrictions and Easements" was duly recorded in the St. Clair County Recorder of Deeds office on July 24, 2007, as Document Number A02056197.
- E. The "Carrington Place Second Amended Declaration of Covenants, Conditions, Restrictions and Easements" was duly recorded in the St. Clair County Recorder of Deeds office on January 5, 2010, as Document Number A02196160.
- F. The "Carrington Place Third Amended Declaration of Covenants, Conditions, Restrictions and Easements" was duly recorded in St. Clair County Recorder of Deeds office on August 2, 2011, as Document Number A02274126.

NOW, THEREFORE, this Fourth Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements is to bear and effect the CARRINGTON PLACE Development and shall be covenants running with the land on the terms, conditions and specifications contained herein.

ARTICLE I

Definitions

When used in this Declaration, the following words and terms shall have the following meanings:

1.1 “Architectural Committee” means the Architectural Control Committee of the Carrington Place Homeowners’ Association.

1.2 “Association” means to the Carrington Place Homeowners’ Association. The Association will be directed by the Board.

1.3 “Board” means the Board of Directors of the Carrington Place Homeowners’ Association.

1.4 “Building Footprint” means the area of land immediately under a Dwelling.

1.5 “Common Ground” means all Property not immediately under a Dwelling, specifically including Property designated and recited on the Plat as streets and easements, and other facilities and utilities constructed or maintained for the benefit of the Owners.

1.6 “Declarant” means the Carrington Place Homeowners’ Association, its successors and assigns.

1.7 “Developer” means R&R Development, L.L.C., its successors and assigns. Any such successor or assignee shall be deemed a Developer and entitled to exercise all or any rights and duties of Developer provided herein.

1.8 “Development” means the Carrington Place Phase I Subdivision recorded in Plat Book 1010, Page 16 on November 21, 2011 in St. Clair County, Illinois. Replaced with the date of vote or recording?

1.9 “Dwelling” means any building located on a Building Footprint intended for the shelter and housing of a Single-Family, and shall include any Improvement attached or adjacent to the Dwelling utilized for storage of personal property, tools and equipment. No Owner may rent or lease their Dwelling. All Dwellings must be owner-occupied.

1.10 “Improvement” means a Dwelling, any and all buildings, driveways, pedestrian walkways, hedges, lawns, planted trees, shrubs and all other structural landscaping improvements of every kind and description.

1.11 “Deed” means the deed conveying a Building Footprint to an Owner.

1.12 “Mortgage” means either a mortgage or deed of trust creating a lien against a Dwelling or Building Footprint, given to secure an obligation of the Owner.

- 1.13 “Municipality” means the Village of Swansea, State of Illinois.
- 1.14 “Owner” means the recorded owner of fee simple title to any Building Footprint, and Improvements hereon.
- 1.15 “Person” means all natural individuals, corporations, partnership, trustees or other legal entities capable of acquiring title to real property.
- 1.16 “Plans and Specifications” means those drawings, plans, and specifications described in Section 6.3.
- 1.17 “Plat” means the recorded plat of the Development.
- 1.18 “Property” means and refers to the real estate of the Development.
- 1.19 “Recreational Apparatus” mean swing sets, basketball courts, playground equipment, satellite dishes, boats, trailer, campers or any recreational vehicles, or similar devices.
- 1.20 “Single-Family” means one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, maintaining a common household in a Dwelling.

ARTICLE II
Declaration of Purposes
And Property Subject to the Declaration

- 2.1 Declarant desires to maintain the Property as a Single-Family development for present and future owners of Dwellings and Building Footprints for the following general purposes:
- (a) To provide upon the Property the harmonious development of Single-Family Dwellings by the imposition of the covenants, conditions, restrictions and easements as hereinafter set forth, for the benefit of the Property and the Owners.
 - (b) To enhance and protect the values of the Declarant’s Single-Family residential community.
 - (c) To (i) prevent undesirable use of Property which may depreciate the value of the Property; (ii) prevent the construction of buildings containing improper or unsuitable materials; (iii) ensure adequate and reasonable development of the Property; (iv) prevent haphazard and inharmonious development; and (v) in general, provide for the highest quality environment for the Single-Family residential Development.
- 2.2 To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declares that the Property at all times is and shall be held, transferred, sold,

conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration.

2.3 All reservations, limitations, conditions, and covenants contained in this Declaration are made jointly and severally for the benefit of the Association and all Owners, and their successors, and assigns.

2.4 This Declaration shall continue and be binding for the longer of: [1] the duration of the Development, or [2] a period of thirty (30) years from the time the first Owner takes possession of his/her Dwelling. These Declarations shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the Owners may, by two-third (2/3) vote, terminate this Declaration or release all or some of the Property restricted thereby, effective at the end of said thirty (30) year period, or of any succeeding fifteen (15) year period, by executing a written agreement for such purposes and recording same in the Recorder of Deeds office in of St. Clair County, Illinois, at least one (1) year prior to the expiration of said thirty (30) year period or of any fifteen (15) year period thereafter.

2.5 In the event the Plat of the Development encumbered by this Declaration is vacated, fee simple title to the Common Ground shall vest in the Owners as tenants in common, but the rights of said tenants in common shall be exercisable only appurtenant to and in conjunction with their Building Footprint ownership.

2.6 On June 1, 2009, originally named Directors Sherry Randle and Ron Randle transferred control of the Carrington Place Homeowners' Association to the then recorded Owners of the existing Building Footprints.

ARTICLE III Development Common Grounds

3.1 The Association shall construct and maintain the Common Ground for the use and benefit of the Owners. Such use shall always be subject to the general rules and regulations established from time to time by the Association.

3.2 Except upon approval of the appropriate governmental agency and except as otherwise expressly provided in these Declarations or in the Plat, no above ground building improvements or structures, other than required streetlights, shall be constructed upon the Common Ground located in street cul de sac areas, divided street entry islands or median strips.

ARTICLE IV Rights, Authorities, Powers, Interest and Duties of The Association

4.1 In addition to any rights, authorities, and powers provided under law, the Association shall have the following rights, authorities, powers, interests and duties, all to be exercised in the sole discretion of the Board:

- (a) To construct, reconstruct, maintain and repair the streets, gutters, and curbing, in and upon the roads, walks, and parking areas of the Common Ground, all to the effect that there shall be continuous maintenance of same; to plant, grow and preserve trees and shrubbery in any appropriate spaces in or upon or adjacent to said roads, walks, and parking areas of the Common Ground; to the extent required by these declarations, to construct, maintain, reconstruct and repair proper and sufficient sewer systems, gas and water pipes and other pipes and conduits and connections therewith, and overhead and underground transmission systems for conducting electricity, telephone or cable television service in or upon the said roads, walks, and parking areas of the Common Ground, and in or upon the easement strips shown on the Plat, or hereinafter established.
- (b) To construct, reconstruct, maintain, and repair recreation buildings, and other recreation facilities on the Common Ground, and the right to construct, reconstruct, maintain and operate upon any part of the Common Ground, planting islands, bridges, sculptures, landscaping improvements of any type, character, or description, and other recreation facilities.
- (c) To grant third parties the right to enter upon said roads, parking area, walks, common areas, and Common Ground, or any of them, or the easement strips shown on the Plat, or those hereafter established, and erect and maintain overhead and underground transmission systems for conducting electricity or telephone or cable television service, and to construct and maintain therein suitable pipes or conduits or other means to conduct water, gas, steam, and other useful agencies and to supply the same for the use and benefit of the Association and Owners.
- (d) To light, police, clean or resurface said roads, walks, parking areas, and Common Ground, and clean storm sewer systems, pipes, conduits and connections therein; to preserve, maintain and keep open the same and the connections, entrances and exits of the same whenever necessary to do so by appropriate legal proceedings; also to pay the general and special taxes which may be assessed against the same; also to receive, hold, convey, dispose of and administer in trust for the purpose of these Declarations, any gift, grant, conveyance or donation of money or real or personal property, and generally to do whatever else the Board deems necessary with respect thereto including the collection and disposal of garbage and rubbish in and from the Development, and to make proper contracts therefore.
- (e) To cut, remove, and dispose from the Common Ground weeds and unsightly grasses or other growths, as well as rubbish, filth and accumulations of debris and other things tending to create unsightliness or untidiness; this may be done at the expense of the Association, or at the expense of the responsible Owner(s) after 10 days' written notice delivered to Owner or posted on such land, to remedy such condition, at the expense of the Owner of the land for which the expense is

incurred; and the right to prescribe the type and location of rubbish containers, and the method, manner and means of rubbish disposal.

- (f) To prohibit heavy hauling over the roads, and parking areas, and to prohibit speeding or racing and regulate speeds thereon; to prohibit the obstruction of the roads, parking areas, walks and Common Ground by storage of materials or otherwise.
- (g) To enter upon the said roads, walks, parking areas, and Common Ground and easement strips for the purpose of performing its duties.
- (h) To employ agents, servants and laborers as deemed necessary, and employ counsel and institute, and defend such suits as deemed advisable.
- (i) To contract with any person(s) or entity(ies) for the maintenance, repair, and management of the Common Ground.
- (j) To expend money for the collection of assessments and keeping the books of account.
- (k) To purchase and carry insurance to protect against claims for person injuries or death, damage to property, fire and other insurance.
- (l) To levy and collect assessments and fines.
- (m) To exercise all powers necessary or convenient to effect any or all of the terms and provision of this Declaration.

4.2 The Association shall (i) maintain the Common Ground in a clean, sightly and safe condition, (ii) promptly remove all papers, debris and refuse therefrom; and (iii) undertake reasonable efforts to remove snow and ice from sidewalks, driveways and similar areas serving each Dwelling.

4.3 Notwithstanding anything to the contrary contained in this Indenture, all Common Ground shall, so long as the Association is vested with fee simple title thereto, be maintained by the Association, and the cost of such maintenance shall be funded by general assessments, as provided herein.

4.4 The Association, at the discretion of the Board, shall be responsible for the maintenance and upkeep of: all landscaping, trees, plantings, shrubbery installed at the time of original construction of the Development; the front gate, street islands, berms surrounding the Development and the woodland area behind the dam to Frank Scott Parkway West and for snow removal, lighting, lawn mowing and trimming on all Common Ground.

4.5 The Association and the Board shall act in accordance with its duly adopted By-Laws.

ARTICLE V
General Restrictions

5.1 All Building Footprints shall be used only for Dwellings. No owner may rent or lease their Dwelling. All Dwellings must be owner-occupied.

5.2 All Improvements shall be constructed in accordance with the terms and conditions in Article VI and in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules and regulations. If, and to the extent any conflict exists between the terms and conditions of this Declaration and the provisions of any such codes, laws, ordinances, orders, decrees, rules and regulations, then such conflict shall be resolved by the application of the more stringent provision.

5.3 All Dwellings must have at least 1450 square feet of livable floor space on any one (1) floor, excluding garages, space below ground level, and open porches and balconies. The character and design of garages must conform to the character and design of the Dwelling. Architectural plans for Dwellings and Improvements must be approved by the Architectural Committee.

5.4 Dwellings situated on the lake must have full brick on all four (4) sides. Dwellings not situated on the lake must have full brick on the front (side facing a street) and the two adjacent sides, the back of which may have either full brick or pre-painted cement board (Hardi-Board) having a minimum fifty (50) year warranty on the substrate.

5.5 Dwellings must have a minimum roof pitch of four (4) inches rise in twelve (12) inches of run or greater, which is harmonious with other Dwellings in the Development. Shingles used on the roof of a Dwelling must be at least thirty (30) year architectural grade shingles, or other shingle approved by the Architectural Committee.

5.6 Dwellings must have at least a two car garage.

5.7 Exterior Windows and exterior doors, including garage door(s), on Dwellings must be approved by the Architectural Committee as to the manufacturer, style, color and type to be used. All windows and exterior doors must be of a color harmonious with the other Dwellings in the Development. No white windows or white exterior doors will be allowed.

5.8 All driveways and additions thereto shall be of Portland Cement and constructed at the time of Dwelling construction.

5.9 All mailboxes and mailbox posts in the Development shall be Model Number TXF-XX85-1X as manufactured by Brandon Industries, Inc., 1601 W. Wilmeth Road, McKinney, Texas, 75069-8250, or if unavailable, similar mailbox as approved by the Architectural Committee.

5.10 No noxious or offensive activity shall be carried on, in or upon any portion of the Property of the Development, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners. No plants, seeds or other conditions or infectious plants or noxious insects shall be introduced or allowed to exist within the Development.

5.11 No abandoned vehicles, litter, refuse or other unsightly materials are permitted in the Development. Garbage shall be placed in receptacles and all garbage receptacles shall be properly screened and out of sight from the front of the Dwelling. All unimproved areas shall be planted with only grass unless approved by the Board.

5.12 All vehicles, trucks, boats, campers, recreational vehicles, and trailers must be parked in the garage of the Dwelling. At no time shall any vehicle, truck, boat, camper, recreational vehicle or trailer be parked in the street overnight.

5.13 The operation of small “mountable” satellite dishes are permitted as long as the dish is placed in a location completely screened from view from the front of the Dwelling.

5.14 The erection of “ham” or other amateur radio communication antennae or similar devices is not allowed.

5.15 No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other obstructions shall be planted, placed or allowed in any areas intended for the proper drainage or detention of water and no Owner shall alter the rate or direction of flow of water from any Dwelling or Improvement by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Building Footprint, that all drainage and detention areas are for the benefit of the entire Development.

5.16 There shall be no obstruction of the Common Ground nor anything stored on the Common Ground, without the prior consent of the Board or except as otherwise expressly provided in these Declarations. Each Owner shall maintain and keep his or her Dwelling and Improvements appurtenant thereto in good, clean order and repair.

5.17 No Owners shall cause or permit anything to be hung or displayed on the outside windows or placed on the outside walls of any Dwelling, Improvement or upon the Common Grounds. Except as otherwise expressly provided in the Declaration no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any Dwelling or Improvement, or any part thereof or on the Common Grounds without the prior written consent of the Board. Holiday or seasonal décor outside of dwellings, including lighting, statutes, flags and wreaths are allowed at the discretion of the Board. No window air conditioning units are permitted.

5.18 No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept anywhere in the Development except that household pets may be kept in Dwellings, subject to rules and regulations adopted by the Association, which may exclude any kind of pet by type or category, provided that permitted pets are not kept, bred, or maintained for any commercial purpose. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Dwelling upon three (3) days' written notice from the Board.

5.19 No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Ground.

5.20 No benches, chairs, playpens, bicycles, wagons, toys, vehicles, baby carriages or other personal property shall be left on any part of the Common Ground without the prior consent of the Association, subject to any regulations of the Association.

5.21 Nothing shall be altered or constructed in or removed from the Common Ground except as constructed or altered with the written consent of the Association.

5.22 If an Owner, family member, visitor, guest, or pet damages the Common Ground or another Dwelling or Improvement, which repairs would otherwise be a Common Expense, then the Owner responsible for the cause of the damage shall pay for such damage as determined by the Board.

5.23 All Owners are prohibited from placing a lien on or otherwise encumbering any portion of the Common Ground.

5.24 Motorized vehicles not requiring registration with the State of Illinois (excluding construction, landscaping, and maintenance equipment) shall be prohibited from using the roads, walks and other Common Ground. All motorized vehicles shall be used in such a manner so as to avoid loud or disturbing noises emanating therefrom.

5.25 No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted in the Development nor shall any oil wells, tanks, tunnels, mineral excavations or shafts be permitted in the Development for use in boring for oil or natural gas.

5.26 No mobile home, pole barn, trailer, tent, shack, barn, shed, or double-wide mobile home, moveable building or any other structure or outbuilding shall be placed on any Building Footprint or Common Ground, either temporarily or permanently, without the approval of the Board.

5.27 All Dwellings shall be used exclusively for residential purposes. No business, either retail or wholesale, trade or professional activity shall be located on or conducted in the Development. All business vehicles, including trucks (larger than 3/4th ton pick-up) and similar vehicles used for business purposes shall be parked overnight in an enclosed garage. This prohibition shall not apply to the vehicles of contractors or sub-contractors engaged in providing

services to a Dwelling or its inhabitants. Furthermore, this prohibition shall not apply to any sales or marketing office established and maintained for the sale and marketing of the Property.

5.28 No trucks, trailers, excavators or other construction equipment shall be parked on the street, Building Footprint or Common Ground overnight, unless otherwise permitted by the Board.

5.29 No signs of any kind shall be displayed to the public eye on any Building Footprint or Common Ground except:

- a. One sign not more than two (2) feet on a side, for advertising the Dwelling or Building Footprint for sale.
- b. Signs used to designate the presence of a security company.
- c. One sign during construction of a Dwelling, not more than two (2) feet on a side, identifying the builder of a Dwelling.
- d. Any size or type of sign Developer, or its successors or assigns, may choose to erect, for the purpose of advertising the Development, shall be approved by the Board prior to erection. Plans and specifications for such sign shall be submitted to the Architectural Committee at least thirty (30) days prior to the planned date of erection.
- e. Any size or type of sign the Association chooses to erect at the entrance to the Property, for the purpose of naming or identifying the Development. This sign may be placed in any area which fronts on the Development entrance.

5.30 No Recreational Apparatus are permitted in any front yard, or side yard, or rear yard next to a platted street. The Board shall have absolute discretion to decide what is a front or side yard, and to approve or disapprove any recreational lighting, where it is to be located, shaded, and of such intensity so as not to become a visual nuisance to any adjoining or nearby Owner. All swing sets shall be a wooden structure and approved by the Board. Metal swing sets are not permitted.

5.31 Basketball poles with a backboard are only permitted upon approval by the Board.

5.32 No swimming pool shall be constructed or erected on any Building Footprint or Common Ground, except that the Association may construct or operate a pool for the association.

5.33 No gas, oil, or fuel tank shall be permitted on any building site.

5.34 No Building Footprint or building site in the Property may be further divided except upon the express written approval of the Board.

5.35 No fencing of any kind is permitted, unless approved by the Architectural Control Committee.

5.36 No animal cases and/or kennels are permitted.

5.37 No swimming or boating of any kind, nature or character is permitted on the lake located in the Development.

5.38 No person under the age of 21 years old shall be permitted in the clubhouse without being accompanied by a parent or guardian.

ARTICLE VI

Architectural Controls

6.1 From and after the time the Developer turned over control of the Development to the Association, an Architectural Committee shall have been formed pursuant to the provisions of this Declaration, to review, approve and disapprove all Improvements.

6.2 No Dwelling or Improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted in the Development or on any Dwelling without the prior written approval of Architectural Committee. Said Improvements include, but are not limited to additions or subtractions to the outside of the Dwelling and inside of the Dwelling which would be visible from the street. Approvals under this Article VI will be subject to the Architectural Committee and shall not be arbitrarily or capriciously withheld.

6.3 In order to secure Architectural Committee's approval of any proposed Improvement or Improvements, the Owner shall submit to the Architectural Committee of the Association two (2) complete sets of the following:

(a) Drawings, plans and specifications, as prepared by the builder or Owner's architect, showing, among other things, the location and dimension of all intended Improvements, showing elevations and grade, and including without limitation the color, quality and type of exterior construction materials; and

(b) All such other or limited information the Architectural Committee may reasonably require to determine the location, scale, design, character, style and exterior appearance of Owner's intended Improvements.

All of the foregoing (hereinafter collectively referred to as the "Plans and Specifications") shall conform to the applicable provisions of this Declaration.

6.4 Within ten (10) days after The Architectural Committee's receipt of the Plans and Specifications, the Architectural Committee shall notify Owner in writing whether such Plans and Specifications are approved or disapproved. Any such disapproval shall set forth the reason

or reasons for such disapproval and shall list the changes required by the Architectural Committee. If the Architectural Committee fails to approve or disapprove the Plans and Specifications within ten (10) calendar days after receipt, then the Architectural Committee's approval shall be conclusively presumed.

6.5 If the Architectural Committee disapproves all or any portion of the Plans and Specifications, the Owner may revise the Plans and Specifications to incorporate the changes required by the Architectural Committee and deliver two (2) complete sets of revised Plans and Specifications to the Architectural Committee. The Architectural Committee shall have ten (10) calendar days after its receipt of said revised Plans and Specifications to determine whether Owner has complied with the Association's requested changes. If the Architectural Committee fails within said ten (10) day period to advise the Owner in writing whether the Architectural Committee approves or disapproves any such revised Plans and Specifications, then the Architectural Committee's approval shall be conclusively presumed. If the Architectural Committee disapproves all or any portion of said revised Plans and Specifications, Owner may revise the Plans and Specifications in the manner set forth in this Section 6.5 until such time as the Architectural Committee shall approve or be deemed to have approved said Plans and Specifications.

6.6 The Owner shall secure the approval of the Architectural Committee with respect to any material change or revision in any previously approved Plans and Specifications in the manner provided in this Article for the approval of Plans and Specifications.

6.7 Neither the Association, the Board, the Architectural Committee, nor any of its agents, employees, successors and assigns, shall be liable in damages or in any other way for any delay, withholding consent, mistake in judgment, negligence or nonfeasance arising out of or in connection with the review, approval or disapproval of any such Plans and Specifications.

6.8 After written approval has been granted for construction, in accordance with the terms and conditions of Article VI, the builder shall at the commencement of construction provide the following:

- (a) A temporary electrical service at the construction site for use by the builder and any sub-contractors during construction;
- (b) A temporary restroom facility at the construction site for use by the builder and any sub-contractors during construction; and
- (n) A temporary storage device "dumpster" at the construction site for use by the builder and any sub-contractors during construction.

All exterior construction and landscaping must be completed within twelve (12) months after commencement.

6.9 Each Owner shall tap in to the public sewer system and be completely and absolutely responsible for any and all charges, ordinances and requirements of the Municipality, and notwithstanding anything to the contrary in these declarations, such Owner shall be solely responsible for the main installation, maintenance, and repair of any sewer, gas, and other utilities from the main supply to the Dwellings.

6.10 When the construction is complete, the builder is responsible for returning the site and adjacent grounds to their original condition, if not better. This is to be done within 30-calendar days of dwelling completion or occupancy permit issuance, whichever is sooner.

- (a) This includes the removal of all construction equipment, dumpster, unused soil, and construction material.
- (b) Adjacent, impacted properties, including lots and common grounds, will be repaired or restored to their original condition at the expense of the builder. This includes, but is not limited to, restoring lawns, landscaping, sprinklers, lake rip-rap, and necessary labor and watering where necessary.

6.11 All landscape elements, trees, bushes, shrubs, patios or walks or flowers added by an Owner must receive prior approval of the Architectural Control Committee. All newly installed and previously installed landscape elements, trees, bushes, shrubs, patios, walks and flowers added after the original construction of the Development, shall be maintained solely by the Owner, and will not be or become part of the Association's responsibility for maintenance, care or replacement.

ARTICLE VII

Assessments

7.1 All Owners of Dwelling will be assessed an amount for Association expenses as budgeted and determined by the Board of the Association, pursuant to the Association By-Laws. Stand-alone Dwellings will be assessed at the full assessment rate while Dwellings sharing a common wall with an adjoining Dwelling (a garden home) will be assessed at 80% of the stand-alone Dwelling assessment. For example, if a stand-alone Dwelling is assessed at \$250 per month, a Dwelling sharing a common wall (garden home) would be assessed at \$200 per month. The first assessment will be due in the month following closing on the purchase of a Building Footprint or within eighteen (18) months of the commencement of construction on a Building Footprint, whichever occurs first. After that, all assessments shall be due on the first (1st) day of each month and considered late after the (10th) day of each month. The Monthly Assessments may not be increased or decreased without approval of a majority vote of the then members of the Association. All dwellings will be assessed at 100% of the special assessment rate.

7.2 A Buyer's Transaction Fee of \$500 will be assessed on the new Owner upon a change or transfer of ownership of a Building Footprint or Dwelling. Notwithstanding the foregoing, the \$500 transaction shall not apply to transfers to beneficiaries in the administration of an estate or trust, or transfers made for purposes of an Owner's estate plan.

7.3 If an Owner fails to pay any assessment, the Association may, pursuant to the By-Laws, attach a lien to the Owner's Dwelling and Building Footprint for all unpaid assessments, and all costs and expenses incurred by the Association in the exercise of its authority granted in this paragraph, including but not limited to court costs and reasonable attorneys' fees. Any such lien shall be junior and subordinate to the lien of a first mortgage with respect to such Dwelling.

ARTICLE VIII

Violation of Covenants and Restrictions

8.1 Upon violation of these Declarations or By-Laws adopted by the Association, or of any rule or regulation adopted by the Association, the Association may: (a) subject to restrictions provided herein, enter upon the violating property (but not enter the Dwelling) and abate and remove, at the expense of the defaulting Owner, the cause of the violation and neither the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass or otherwise; (b) enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any violation; or (c) take lawful possession of such Owner's interest in the Dwelling or Building Footprint, and maintain an action for possession of such Dwelling or Building Footprint in a manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has: (a) first given the violating Owner a hearing on such violation pursuant to rules and regulations adopted by the Association, (b) the Association shall have determined such violation to be true and (c) the Owner shall have failed to correct the violation within such reasonable period of time as determined by the Association and communicated to the Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this Section 8.1, including but not limited to court costs, and attorneys' fees, and costs of labor and materials, shall be paid by the violating Owner and, until paid, shall constitute a lien on the interest of such Owner in the Owner's property. Any such lien shall be junior and subordinate to the lien of a First Mortgage with respect to such Home.

Furthermore, if after hearing and finding as aforesaid and failure of the Owner to correct such violation, the Association may issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as Owner and to continue to occupy, use or control his or her Dwelling or Building Footprint and thereupon an action in equity may be filed by the Association against the defaulting Owner for a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Dwelling and Building Footprint on account of the violation, and ordering that all the right, title and interest of the Owner in such property be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from reacquiring his or her interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be retired to the extent possible, out of proceeds of such judicial sale. The remaining proceeds of any such judicial sale shall then first be paid to discharge court costs, reasonable attorneys' fees

and all other expenses of the proceeding and sale, and any unpaid assessments or liens, with any amounts remaining thereafter paid to the Owner. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Dwelling or Building Footprint subject to this Declaration.

Any Owner in violation of the provisions of the By-Laws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his or her Dwelling Home, all fines imposed by the Association and all attorneys' fees incurred by the Association in enforcing the provisions of the By-Laws, this Declaration or the rules and regulations of the Association as to which the Owner is in violation. Until such fines and fees are paid by the Owner, the amount thereof shall constitute a lien on the interest of the Owner in the property.

8.2 The failure of the Board or Association to enforce any of the covenants, terms, or conditions of these Declarations in response to a particular violation shall not be deemed as a waiver of such violation, or of a subsequent violation.

ARTICLE IX

Real Estate Taxes

9.1 Real estate taxes are to be separately taxed to each Owner for its Footprint and its corresponding percentage of ownership of the Common Ground, as determined by the Association under applicable law. In the event that for any year such taxes are not separately taxed to each Owner, then the Association shall collect from each Owner of a Footprint not separately taxed, the proportionate share of the tax bill attributable to such Footprint based on the relative percentage of ownership of the Common Ground of each such Footprint in proportion to the total percentage of ownership of the Common Ground of all of the Footprints located on property affected by such tax bill. Such taxes shall be considered a common expense of each such Footprint. Upon majority vote of the Owners, the Association shall have the power to seek relief from the assessment or levy of taxes, special assessments or charges and to charge and collect all expenses, incurred in connection therewith as Common Expenses.

ARTICLE X

Easements

10.1 All easements shown on the Development Plat are hereby set aside and reserved for the wires, pipes, water meters, gas meters, and main sewer drainage and other utility related needs and facilities.

10.2 All utilities, wires, pipes, and lines including telephone, electric, gas and water shall be buried underground (except to the extent that emergency and construction standards require otherwise), unless otherwise approved by the Association.

10.3 No building or structure nor any part thereon, retaining wall, walk, driveway or other interfering obstruction may be erected, constructed or maintained within, on or over an easement

either shown on the Development Plat, or hereafter established, without the approval of the Board and the utility companies which may be using said easement; except that a driveway may be constructed across any easement adjacent to any street within the Development.

10.4 No easement or right of access shall be granted or permitted across, through or over any lot, the effect of which would be to provide access for vehicular or other traffic or use into or out of said lot.

10.5 The easements created by and on the Development Plat are for the benefit of the lots within the Development and not the general public. Declarant reserves the right to prohibit access or use of any easement by adjacent owners or owners of property lying nearby or across any roadway. No utility shall be extended to any adjacent lot nearby or across any road in the Development without the written consent of the Board.

ARTICLE XI General Provisions

11.1 These Declarations shall run with the land, and shall inure to the benefit of and be enforceable by the Board, the Association, and the Owner of any Building Footprint subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns.

11.2 Any Amendment, Restatement, or Rerecording of these Declarations shall be binding, in full force and effect, upon all Owners of the Development.

11.3 These Declarations may be amended by a two-third (2/3) vote of those Owners entitled to vote, approving said amendment(s).

11.4 In addition to the rights of the Association and of the Board, each Owner shall have the right, jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, this Declaration.

11.5 The provisions of this Declaration shall be construed to effectuate the purpose of creating a uniform plan for development for the Property.

11.6 In the event title to any lot is conveyed to a trust or other entity, then the beneficiaries or owners thereof, shall be personally responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such lot.

11.7 All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine, the feminine and neuter and vice versa.

11.8 If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holdings shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect, and enforceable to the fullest extent as provided by law.

11.9 A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit in the United States mails.

ARTICLE XII

Keys

12.1 For the safety of the residents and the property, this Development will have a gate at the front entrance of the Development. Adult residents will be issued an opener for the entrance gate. A key will be furnished to the Owner(s) of each residence for the swimming area and the clubhouse. Replacement keys will require a monetary replacement fee as determined by the Board.

IN WITNESS WHEREOF, The Association has duly adopted and approved this Fourth Amended and Restated Declaration.

TRUSTEES:

Initial ratification April 2017
New wording of Article VI 6.10 April 2019