

# HARBOR ISLAND OWNERS ASSOCIATION

## COVENANTS

### ARTICLE I - DEFINITIONS

**Section 1.** The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

**1.01** “**Architectural Control Committee**” (ACC) shall mean the committee created pursuant to Article VII of this Declaration.

**1.02** “**Association**” shall mean and refer to Harbor Island Owners’ Association, Inc., a South Carolina non-profit corporation, its successors or assigns.

**1.03** “**Board**” shall mean the Board of Directors of the Association.

**1.04** “**Book of Resolutions**” shall mean and refer to the documents containing the rules and regulations applicable to the members of the Association adopted by the Board of Directors.

**1.05** “**By Laws**” shall mean the By Laws of the Association.

**1.06** “**Common Area**” shall mean and refer to those areas of real property, current and future, with any improvements thereon, which are deeded or sold to the Association and designated in the document of conveyance as “Common Areas” or which are described in the Declaration. The term “Common Area” shall also include any personal property acquired by the Association if said property is designated as “Common Area”. All Common Areas are to be devoted to and intended for the common use and enjoyment of the members of the Association and not to the public at large, and shall be subject to the rules and resolutions adopted by the Association and by this Declaration. Common Areas shall not include improvements and amenities of private or independent Owners Associations or regimes. The Association and its members shall have no right in or to such private amenities.

**1.07** (Deleted)

**1.08** “**Declaration**” shall mean the covenants, conditions, and restrictions and all other provisions set forth in this entire document together with any amendments or supplements hereto which are properly recorded in the Office of the Clerk of Court of Beaufort County, South Carolina.

**1.09** “**Design Standards**” shall mean the rules, regulations, standards and guidelines of the ACC promulgated by the Architectural Control Committee.

**1.10** “**Dwelling Unit**” shall mean and refer to any portion of a building situated upon any lot designated and intended for use and occupancy by a single family. The term shall include a Condominium Living Unit .

**1.11** “**General Plan of Development**” shall mean that plan which is publicly distributed and is approved by appropriate public agencies, including the Federal Housing Administration, Veterans Administration, local planning and zoning authorities, and governing bodies which shall represent the total general scheme and general uses of land on Harbor Island, as such may be amended from time to time subject to the approval of the public agencies.

**1.12** “**Lot**” shall mean each separate improved or unimproved parcel of real property shown upon any recorded final subdivision map or any part of the Properties, with the exception of Common Areas as heretofore defined. Unit or Multi-family Structure. An Owner automatically becomes a mandatory” Member of the Association upon acquiring his/her/their interest of ownership as defined herein.

**1.14** “**Multi-family Structure**” shall mean and refer to any building containing two or more Dwelling Units under one roof .

**1.15** “Owner” shall mean and refer to the owner of public record, whether one or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any Lot, or Dwelling Unit, or Multi-family Structure situated upon the Properties, but the term “Owner” shall not mean or refer to any lessee or tenant of the Owner.

**1.16** “Properties” shall mean and refer to the Original Property described in Article II, Section 1, hereof, and annexations thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II.

**1.17** “Supplemental Declaration” shall mean any declaration of covenants, conditions, and restrictions which may be recorded which extends the provisions of this Declaration to additional parcels of real property or which modify or amend this Declaration or this Declaration as it applies to such additional parcels.

## ARTICLE II - PROPERTY DESIGNATIONS

### Section 1. Property

The real Property which may be held, transferred, sold, conveyed, leased, and occupied subject to these covenants is described and recorded in the records of the Clerk of Court of Beaufort County, South Carolina, as follows, to wit:

(A) **OCEAN MARSH & HARBOR DRIVE** By : The Original Declaration  
 (“Original Property”) Executed : August 28, 1980  
 ( See Plat Book 28 Book : 306  
 at Page 207.) Page : 623

(B) **OCEAN LOTS 1-34** By : Supplemental Declaration  
 Executed : May 28, 1981  
 Book : 325  
 Page : 700

© **CEDAR REEF VILLAS** By : Supplemental Declaration  
 Executed : June 9, 1981  
 Book : 326  
 Page : 320

(D) **SEA COTTAGES** By : Supplemental Declaration  
 Executed : June 9, 1981  
 Book : 326  
 Page : 320

(E) **BEACH HOUSE “L” & “M”** By : Supplemental Declaration  
 Executed : June 9, 1981  
 Book : 326  
 Page : 320

(F) **NAUTICAL WATCH** By : Supplemental Declaration  
 Executed : June 11, 1981  
 Book : 324  
 Page : 1721

(G) **PELICAN POINT** By : Supplemental Declaration  
Executed : July 21, 1982  
Book : 351  
Page : 857

(H) **OCEAN LOTS 35-73** By : Supplemental Declaration  
Executed : August 18, 1983  
Book : 376  
Page : 470

(I) **TENNIS CENTER** By : Supplemental Declaration  
(Parcel "E") Executed : January 17, 1984  
Book : 386  
Page : 1171

(J) **CAUSEWAY LOTS** By : Supplemental Declaration  
Executed : September 4, 1987  
Book : 485  
Page : 209

(K) **BEACHWALK** By : Supplemental Declaration  
Executed : September 4, 1987  
Book : 485  
Page : 209

(L) **NORTH POINT** By : Supplemental Declaration  
Executed : September 4, 1987  
Book : 485  
Page : 209

## **Section 2. Annexations to Existing Property**

Additional real property may become annexed to the real property in the General Plan of Development and subject to the jurisdiction of the Association by the following methods, to-wit:

(a) (Deleted).

(b) **Voluntary Additions.** Upon approval in writing of the Association by two-thirds (2/3) of the vote of the Members at a duly called meeting, the owner of any property not included in Section 1 of Article II herein, who desires to add it to the jurisdiction of the Association, may file of record an adoption of this Declarant of Covenants and Restrictions by Supplemental Declaration with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of the Declaration to such additional property. Such adoption shall reflect in writing the required approval by (1) the Association; (2) the owner of the real property to be added.

(c) **Merger.** Upon a merger or consolidation of another association with the Association, its Properties, rights, and obligations may, as provided in its Declaration, by operation of law be transferred to another surviving or consolidated association or, alternately, the properties, rights, and obligations of another association may by operation of law be added to the Properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the existing Properties, except as hereinafter provided. It shall require a vote of approval of two-thirds (2/3) of the Members voting at a meeting of the Association duly called and conducted for merger or consolidation.

### **Section 3. Method of Annexation**

The method of annexation authorized herein shall be effectuated by the recordation of a SUPPLEMENTAL DECLARATION executed by the owner of the real property to be annexed and by the President and Secretary of the Association under Section 2(b) above or by the Presidents and the Secretaries of both Associations under Section 2© above.

### **Section 4. Contents of Supplemental Declaration**

The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to Article II of this Declaration for the purpose of annexation and that the jurisdiction of this Declaration and of the Association shall extend to and cover the real property to be annexed.

Upon recordation of the Supplemental Declaration, the Owners of the real property annexed shall have a right and easement of enjoyment in and to the Common Areas, shall incur an obligation of membership fees for the costs of improvement, operation and maintenance of the Common Areas which shall be personal and run with the real property annexed, and in all ways shall become Members of the Association.

### **Section 5. Governmental Approval**

In the event that the Veterans Administration, the Federal Housing Administration or any other agency of the United States or of South Carolina has insured or provided funds to finance any real property of a Member and the regulations or procedures of such agency require approval of the annexations or a determination that the annexation is within the General Plan of Development, then such written and recorded approval or determination shall be a prerequisite to such annexation.

## **ARTICLE III - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

### **Section 1. Membership.**

Every person or entity who is a record Owner of a fee simple or undivided fee simple interest in any Lot, Dwelling Unit, or Multi-family Structure shall be a mandatory Member of the Association. All Members of the Association shall be governed by the Declaration, the By Laws, and the Book of Resolutions.

### **Section 2. Voting Rights**

All Members shall be entitled to one vote for each unit of ownership, e.g. two Lots would be entitled to two votes, one Lot and one Dwelling Unit within a Multi-family Structure would be entitled to two votes, etc. When more than one person holds such an interest of Ownership to become a Member, all such persons shall be Members and the vote for such unit shall be exercised as they shall determine among themselves and notify the Secretary of the

Association in writing, but in no event shall more than one (1) vote be cast where there are Co-owners. If the Co-owners disagree as to the vote, the vote shall be equally divided among them.

## **ARTICLE IV - PROPERTY RIGHTS IN THE COMMON PROPERTIES**

### **Section 1. Obligations of the Association**

The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, operation and control of the Common Areas and all improvements thereon (including the furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

### **Section 2. Members' Easements of Enjoyments**

Subject to the provisions of this Declaration, the By Laws, and the Book of Resolutions of the Association, every Member shall have the right and easement of enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title of the real property of the Member, provided that no Member shall do any act which interferes with the free use and enjoyment of the Common Areas by all other Members.

### **Section 3. Extent of Members' Easements**

The rights and easements of enjoyment created hereby shall be subject to the following, to-wit:

- (a) The right of the Association, in accordance with its By Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said properties.
- (b) The right of the Association, as provided in its By Laws, to suspend the enjoyment of rights of any member for any period during which any membership fee remains unpaid; and additionally, to suspend the rights of any Member for any period not to exceed sixty (60) days for any infraction of its published rules and regulations. Any suspension for either non-payment of any membership fee or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the membership fee. Any suspension for non-payment of any membership fee, for breach of any rules and regulations of the Association or for any other reason, shall not suspend the right of any dwelling unit owner to ingress and egress to his dwelling unit.
- (c) The right of the Association to establish reasonable rules and regulations through the By Laws and to charge reasonable admission or other fees for the use of the Common Areas.
- (d) The right of the Association, after approval by a two-thirds (2/3) vote of members voting in person or by proxy at a duly called meeting of the Association, to dedicate, transfer or convey all or any portion of the Common Areas to any public agency, authority or utility for such purposes and subject to the terms or conditions as may be agreed to in writing and duly recorded.

### **Section 4. Delegation of Use**

Any Member may delegate his right of enjoyment to the Common Areas to the members of his family, tenants and to his house guests subject to such general rules and regulations as may be established from time to time by the Association, and included in the Book of Resolutions.

### **Section 5. Damage or Destruction by Member**

In the event any Common Area is damaged or destroyed by a Member or any of his guests, or a member of his family, such Member hereby authorizes the Association to repair such damaged areas in a good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the property of which the Member is an owner.

## **ARTICLE V - COVENANTS FOR MEMBERSHIP FEES**

### **Section 1. Creation of the Lien and Personal Obligation of Membership Fees**

Every Member, their heirs, successors, assigns, or legal representatives shall become obligated, covenants and agrees upon acceptance of the deed in which they become an Owner, whether or not it is expressed in such deed, to pay one membership fee to the Association for each Lot owned in the following manner, to-wit: (a) Annual Membership fees (Article V, Section 2); and (b) Special Membership fees (Article V, Section 4). PROVIDED however, that such Annual and Special Membership Fees shall not be assessed against or collected from any bonafidee, developer or home building contractor who acquires a parcel of land or two or more individual lots for the purpose of erecting thereon a dwelling or dwellings for sale to others. Such fees shall commence and be payable immediately upon the sale of such lot or dwelling by the developer or contractor to an owner or upon the occupancy or use of the improvement by the contractor or developer.

All such Membership Fees, together with interest thereon and costs of collection as hereinafter provided, shall be a lien on the real property against which the Membership Fee is made at the time when the Membership Fee is made and shall also be a personal obligation of the Owner thereof. In the event of co-ownership, all Co-owners shall be jointly and severally liable.

### **Section 2. Purpose of Membership Fees**

The Annual Membership Fees levied by the Association shall be used exclusively for the purchase of, improvement, maintenance, and operation of the Common Areas including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, improvements and additions thereto, and for the cost of labor, utility costs, equipment, materials, management, security, and supervision thereof, i.e. to promote the recreation, health, safety and welfare of the Members as owners of the Properties.

The Special Membership Fee shall be used for the purposes set forth in Section 4 of this Article.

Both Annual and Special Membership Fees must be fixed at a uniform rate for all Lots or entities of ownership.

### **Section 3. Date of Commencement of Annual Membership Fees**

The Annual Membership Fees shall commence on the date of conveyance to an Owner. The initial Membership Fee shall be collected at the time of the closing of the sale.

The Annual Membership Fee may be increased each year not more than ten percent (10%) above the Annual Membership Fee for the previous year by the Board of Directors. The Annual Membership Fee may be increased above ten percent (10%) of the Annual Membership Fee for the previous year by a vote of two-thirds (2/3) of the Membership at a meeting duly called for that purpose.

The first Annual Membership Fee shall be paid on a Pro-rata basis for the balance of the fiscal year in which purchased and shall be due and payable at the date of closing of purchase. The assessments for any year thereafter shall be due and payable as established by the Board of Directors.

The amount of the Annual Membership Fee shall be determined by the Board of Directors no later than forty-five (45) days prior to the Annual Meeting of the Membership, and written notice thereof shall be sent to each Member by that date. For a reasonable charge, the Association shall furnish a certificate signed by an officer setting forth the payment status of Membership Fees of any lot.

#### **Section 4. Special Membership Fees for Improvements and Additions**

In addition to the Annual Membership Fees authorized by Section 2 hereof, the Association may levy special membership fees on members for the purpose of defraying, in whole or in part, the cost of any unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, or for any construction or additions to the Common Areas, provided that any such Membership Fee shall have the assent of two-thirds (2/3) of the members voting in person or by proxy at a duly called meeting of the members of the Association. The due date of any Special Membership Fee under Section 4 hereof shall be fixed in the resolution authorizing the same.

#### **Section 5. Notice and Quorum**

Written notice of any meeting of the Membership called for the purposes stated in Section 2 or 4 above shall be sent to all Members not less than twenty (20) days nor more than sixty (60) days in advance of the meeting. The presence of the Members or of proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum should not be present, another meeting may be called subject to the same notice requirement, and a quorum shall be constituted upon the presence of thirty percent (30%) of the Members or proxies entitled to vote.

#### **Section 6. Effect of Non-payment of Annual or Special Membership Fees**

If the Membership Fees are not paid by the date when due, then such assessment shall become delinquent and shall, together with such interest thereon at a rate set by the Board of Directors and all costs of collection thereof as well as attorneys' fees, thereupon become a charge and continuing lien on the Lot and all improvements thereon, in the hands of the then Owner, his heirs, devisees, personal representatives, assigns, and grantees.

The personal obligation of the Member for the Membership Fee shall remain his personal obligation and shall not pass as a personal obligation to his successors in title.

If the assessment is not paid within thirty (30) days after the due date, the Association may also bring an action at law against the Member personally obligated to pay the same and/or bring an action to foreclose the lien against the real property.

No member may waive or otherwise divest himself of the obligation of the Membership Fee by the lack or failure to use any Common Area or the abandonment of his Lot or entity of ownership.

#### **Section 7. Subordination of the Lien to Mortgages**

The lien of the Membership Fees shall be subordinate to the lien of any first mortgage or purchase money mortgage. Sale or conveyance of any Lot, Dwelling Unit, or Multi-family Structure shall not affect the Membership Fee lien.

### **ARTICLE VI - PROTECTIVE COVENANTS**

*{ THIS ARTICLE VI DOES NOT APPLY TO CEDAR REEF VILLAS }*

Properties described in Article II and the Declarant hereby bargains, sells, conveys, releases and assigns unto the Association the rights, duties, and obligations imposed hereby together with the right to proceed at law or equity to compel a compliance with the terms and conditions hereby. It is specifically recognized that these covenants and other provisions of this Declaration may be modified or amended to make them applicable to condominiums, townhouses, patio lots, villas, multi-family dwellings and other types of residences, development and use upon other properties as they may be annexed in accordance with the General Plan of Development.

**Section 1.** All lots shall constitute a residential building area and shall be used exclusively for residential purposes except those designated on the Master Plan as being for commercial or business purposes.

*{ SECTION 2 DOES NOT APPLY TO PELICAN POINT }*

*{SECTION 2 DOES NOT APPLY TO TENNIS CENTER }*

**Section 2.** No structure shall be erected, altered, placed or permitted to remain on any lot within a single family development area other than one (1) detached single family dwelling not to exceed two (2) stories in height and one (1) accessory building as a one (1) or two (2) car garage.

*{ SECTION 3 DOES NOT APPLY TO NAUTICAL WATCH }*

*{ SECTION 3 DOES NOT APPLY TO PELICAN POINT }*

*{ SECTION 3 DOES NOT APPLY TO TENNIS CENTER }*

**Section 3.** Effective on the date of approval of these changes, the total enclosed dwelling area for a one (1) story single family residence shall be a minimum of one thousand six hundred (1,600) square feet; and for a two (2) story residence, a minimum of one thousand eight hundred (1,800) square feet – with a minimum of 900 square feet on the first floor. These changes shall apply to lots purchased after this effective date and shall not supercede the restrictions under which property was acquired prior to this date. To clarify, if a property was purchased prior to this date, the minimum square footage will be 1,250 square feet single story and 1,500 square feet for a two-story dwelling. The ACC shall have the authority to grant a variance from these minimums if the lot has a physical characteristic that would prohibit a dwelling of these minimums to be constructed on the lot. These physical characteristics would be lot size, setbacks imposed on the lot by an official body, encroachment by wetlands, or other similar restrictions. These changes shall be made a part of the Architectural Control Committee Rules. The term “enclosed dwelling area” as used in these minimum size requirements shall mean, total enclosed area within the dwelling and does not include garages, boat sheds, terraces, decks, patios, and like areas.

**Section 4.** The Association must be notified in writing in advance by the lot owner of the date of commencement of construction of any structure and all structures must be completed within one (1) year after the date of commencement of construction except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

*{ SECTION 5 DOES NOT APPLY TO OCEAN LOTS 1-5 AND 7-34 }*

*{ SECTION 5 DOES NOT APPLY TO NAUTICAL WATCH }*

*{ SECTION 5 DOES NOT APPLY TO PELICAN POINT }*

*{ SECTION 5 DOES NOT APPLY TO OCEAN LOTS 35-73 }*

*{ SECTION 5 DOES NOT APPLY TO TENNIS CENTER }*

**Section 5.** No building or structure shall be located on any lot nearer than twenty (20) feet from the front lot line or twenty (20) feet from the rear lot line or ten (10) feet to any side lot line. The front lot line shall be that which borders on a public thru-way. No docks, wharfs or walkways shall be constructed by any individual lot owner into any lake, marsh or canal.

**Section 6.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance.

**Section 7.** No trailer, mobile home, tent, shack, barn or other out-building or structure shall be placed on any lot at any time, either temporarily or permanently; provided, however, that this prohibition shall not apply to shelters used by contractors during the construction of a dwelling house, and such temporary construction shelters may not be used as residences or permitted to remain on the lot after completion of the construction. Boat trailers and small utility trailers shall be permitted, provided that they are parked only on private property on in designated areas (if any). Recreational vehicles of a reasonable size shall be permitted on private property upon written permission from this Association ONLY for short periods of time for provisioning and/or cleaning purposes and under no circumstances are to be used as living and/or sleeping space.

**Section 8.** No billboards, advertising, “for sale” or “for rent” signs, or other signs of any character shall be erected, placed, permitted or maintained on any lot or improvement thereon except as herein expressly permitted. A name and address sign, the general design and size of which shall have been approved by the ACC, may be erected by each Owner.

**Section 9.** No hogs, cattle, horses, or other livestock, including, but not limited to poultry, shall be kept or maintained on any lot. The only animals allowed shall be household dogs and cats not to exceed two (2) per household.

***{ SECTION 10 DOES NOT APPLY TO NAUTICAL WATCH }***

**Section 10.** Easements are established and reserved to the Association, their successors, licensees, and assigns, for a perpetual, alienable, and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the convenience and use of such public utilities or other similar public conveniences on, in or over the front, rear and each side of each lot for ten (10) feet; provided further, that drainways may be cut for surface water within such easements whenever such action may be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any tress, bushes, or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to install and maintain pipes for the ground seepage disposal of treated waste water effluent.

**Section 11.** No garbage or domestic trash shall be disposed of by burying or burning on any lot. Each lot Owner shall provide receptacles for garbage and trash in sanitary covered containers above ground level or provide underground garbage receptacles or similar facilities. No garbage or trash receptacle shall be kept in a place generally visible from the public road.

**Section 12.** No inoperative vehicles are permitted to remain on any lot in excess of thirty (30) days.

**Section 13.** In order to implement effective insect, reptile and woods fire control, as well as other such health and safety precautions, the Association, its successors, assigns or agents shall have the right to enter any lot or dwelling unit for the purpose of mowing, removing, cutting, clearing or burning underbrush, weeds or unsightly growth, rubbish, or trash and such entry shall not be deemed a trespass. The Owner shall be assessed the costs thereof after proper written notice having been given to correct such unhealthy or hazardous conditions.

**Section 14.** No private water wells may be drilled or maintained on any lot so long as a public water distribution line with an average daily water pressure adequate for normal household use is available. Provided, however, that private wells may be drilled and maintained on any lot for irrigation purposes only.

**Section 15.** Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage by connection with public sewer mains; and if no such main has been constructed which is accessible to the lot, then such disposal shall be made by means of a septic tank or tanks constructed on such lot for the disposal of all sewage. No sewage shall be emptied or discharged on any lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements and standards of the appropriate public health authorities. At such time as a public sewer system is available to each lot, all dwellings shall be required to connect to it.

**Section 16.** No lot shall be subdivided or its boundary lines changed except by the written consent of the Association, which hereby expressly reserves to itself, its successors or assigns, the right to replat any lot or lots in order to create harmony and retain the aesthetic character of the subdivision. The Protective Covenants, Restrictions and Affirmative Obligations contained herein shall apply to such replatted lots.

**Section 17.** Any lot owner may construct a fence upon any lot line so long as such does not interfere with the Protective Covenants, Restrictions and Affirmative Obligations contained herein. All such fences shall be aesthetically harmonious with the dwellings in the subdivision and shall be approved in writing by the ACC and none shall be more than three and one-half (3 ½) feet in height.

**Section 18.** At such time as a public water system and sewer system is available to each lot, all dwellings shall be required to connect to it.

## **ARTICLE VII - ARCHITECTURAL CONTROL COMMITTEE**

*{ THIS ARTICLE VII DOES NOT APPLY TO CEDAR REEF VILLAS }*

*{ THIS ARTICLE VII DOES NOT APPLY TO PELICAN POINT }*

**Section 1.** The Architectural Control Committee shall be composed of three (3) members who shall be appointed by the Board of Directors of the Association for such term as shall be provided by the Bylaws of the Association.

**Section 2.** All plans for the construction of any building, driveway, fence, garage or other structure to be erected upon any lot and the proposed location thereof upon such lot and any changes after approval thereof, any remodeling, reconstruction, alteration or addition to any building or other structure upon any lot shall require the approval, in writing, of the ACC. Before beginning construction or alteration or remodeling, the person or persons desiring to erect, construct or modify the same shall submit to the ACC two (2) complete sets of plans and specifications of the structure so desired to be erected, constructed or modified. Approval of such plans and specifications shall be evidenced by written endorsement thereon, a copy of which shall be delivered to the Owner or Owners of the Lot upon which the prospective building or structure is contemplated prior to the beginning of such construction. Such plans and specifications shall be deemed approved if within fifteen (15) days after receipt thereof by the ACC it has not either (i) given its written approval or (ii) given its reason in writing for denying such approval and specifying changes which will make them acceptable. No changes or deviations from such plans and specifications as approved shall be made without the prior written consent of the ACC. Neither the ACC, the Declarant nor the Association shall be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications.

**Section 3.** In its deliberation on plans for proposed structures submitted to it the ACC shall consider among other things, design, harmony of exterior design with existing structures, materials, color, location with respect to topography, trees and finish grade elevation, and the size, setback and other requirements of this Declaration.

**Section 4.** No trees having a diameter of more than eight (8) inches shall be cut or removed from any Lot without the written approval of the ACC. Plans for the construction of a residence upon a Lot shall show trees over

eight (8) inches in diameter to be removed and the trees to be planted or other landscaping proposed to be done by the Owner.

## **ARTICLE VIII - RIGHT TO REPURCHASE**

(DELETED)

## **ARTICLE IX - GENERAL PROVISIONS**

### **Section 1. Duration and Amendments**

The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless terminated in writing by two-thirds (2/3) of the members by a recorded document. This Declaration may be amended during the initial twenty-five (25) year period upon an affirmative vote of three-fourths (3/4) of the members of the Association at a meeting called for that purpose; such amendments to be set forth in an instrument executed and recorded sixty (60) days in advance of the effective date of such change.