

Control Committee reserves the right to control solely and absolutely the precise site and location of any proposed house, dwelling, building, or other structure or improvement upon all Lots. Such location shall be determined, however, only after reasonable opportunity is afforded the Lot Owner to request a specific site. No improvements shall be placed or erected within any such building setback area required by the Architectural Control Committee or designated on plat of subdivision.

Section 4. Other Building Requirements. The requirements set forth below are in no way to be construed as limiting the exercise of the Architectural Control Committee's discretion pursuant to Section 2 and 3 above:

(a) No residence in Baron's Ridge shall be erected on any lot to have less than 1600 square feet of indoor heated area; this excludes daylight basement, garage, porch, etc.

(b) Driveways shall be a minimum of 10 feet in width and constructed only of materials approved in writing by the Architectural Control Committee, and any culverts, pipes or conduits for water placed in or under driveways shall be covered at points of protrusion from driveways or the ground with materials approved by the Architectural Control Committee.

(c) The exterior of all residences and other structures must be completed within eight (8) months after commencement of construction and the landscaping on such Lots must be completed within ninety (90) days thereafter, except, in each case, where, in the sole discretion of the Architectural Control Committee such completion is not possible or would result in greater hardship to the Owner or Builder due to strike, fire, national emergency or natural calamity. No residence being erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed.

(d) All electrical service, cable television and telephone lines shall be placed underground, and no exterior pole, tower, antenna or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic radiation, or for any other purpose, shall be erected, placed or maintained on any Lot except as may be constructed by the Declarant or approved in writing by the Architectural Control Committee. Further, the design, type, location, size, color, and intensity of all exterior lights shall be subject to control by the Architectural Control Committee and only such exterior lighting as shall have been approved in writing by the Architectural Control Committee shall be installed or used on any Lot.

(e) Mechanical equipment (other than heating or air conditioning equipment) shall be installed only within the main dwelling or buried. Heating and air conditioning equipment shall be installed in such location as will, to the maximum extent possible, not be readily visible to the view of the neighboring Lots, streets and property located adjacent to the Community.

(f) Any propane gas tank shall be installed underground behind the rear line of the residence.

(g) No structure of a temporary character shall be placed upon any Lot at any time, except for shelters used by a building contractor during the course of construction. Such temporary shelters may not, at any time, be used as residences, nor be permitted to remain on the Lot after completion of construction.

(h) No camper, recreational vehicle, trailer, tent, boat, treehouse, play equipment (such as swing set) or other similar outbuildings shall be placed in the front yard or so as to be visible from any public right of way.

(i) Only ornamental fences and walls conforming architecturally to the principal dwelling on said Lot shall be constructed on a Lot and then only in the rear of the residence.

(j) Swimming pools must be constructed below ground level in a rear yard and not visible from a street.

(k) No window air conditioning units installed that are visible to the street or neighboring property.

(l) All utility areas including garbage can location, clotheslines, and pet enclosures shall be shielded from visibility from any street or neighboring property by a wall or planting approved by the developers.

(m) No vegetable garden, hammock, statuary or play equipment (including basketball goals) may be located other than between the rear dwelling line and the rear lot line.

(n) Homebuilders are responsible for implementation of and compliance with county soil erosion control ordinance.

(o) Homebuilders are required to maintain cleanliness of building sites weekly-removing all debris and construction materials after completion of construction. Required to remove transported soils from street gutters and catch basins abutting developed lot. He is required to seed or sod all disturbed earth with a permanent vegetative cover. Repair of damage to subdivision roads directly caused by ongoing construction of a specific lot shall be the responsibility of the homebuilder.

(p) The lot owner is responsible for removal of all excess fill dirt, stumps, and debris upon completion of construction.

(q) The Architectural Control Committee must approve any builder of a residence in the development.

(r) No citizen band radios, short wave radios, or other electronic communication devices or transmitters shall be operated on property which would create radio or television interference within the development.

Section 7. Right of Inspection. The Architectural Control Committee, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and improvement thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any improvement or the use of any Lot or improvement is in compliance with the provisions of this Declaration; and the Architectural Control Committee shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

Section 8. Violation. If any improvement shall be erected, placed, maintained or altered upon any Lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection,

placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall be entitled and empowered to enjoin or remove any such construction, and take any other action permitted by the By-Laws of the Association. Any costs and expenses incurred by the Architectural Control Committee in enjoining and removing any construction or improvements shall become a lien against the Owner's Lot in accordance with Article VIII. Additionally, the Architectural Control Committee shall be entitled to pursue all legal and equitable remedies.

Section 9. Fees. The Architectural Control Committee may impose and collect a reasonable and appropriate fee to cover the cost of inspections performed pursuant to Section 7 hereof, which such fee will be paid out of regular or special assessments established per Article VII hereof. The fee shall be established from time to time by the Architectural Control Committee.

ARTICLE VI

USE RESTRICTIONS

Section 1. Residential Use. All Lots shall be used for single-family residential purposes exclusively. Except as hereinafter provided, no house, structure, or other improvement shall be erected, altered, placed, maintained or permitted to remain on any Lot other than one (1) detached single-family dwelling. No business or business activity shall be carried on or upon any Lot at any time except with the written approval of the Architectural Control Committee. Nothing contained herein shall prohibit Declarant from using any Lot owned by Declarant for the purpose of carrying on business related to the development and management of the Community.

Section 2. Signs. No commercial signs, except for "for rent" or "for sale" signs, or advertising posters of any kind shall be erected, placed or maintained on any Lot except as may be required by legal proceedings. Nothing herein shall be construed, however, to prevent Declarant from erecting, placing or maintaining upon any Lot, or permitting the erection, placing or maintaining upon any Lot by builders or residents, of such signs as Declarant may deem necessary or desirable during the period of the development, construction and sale of the Lots and residences constructed thereon.

Section 3. Mail Boxes, Property Identification Markers and Decorative Hardware. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of mail and newspaper boxes, if any, and of name signs on such boxes, as well as property identification markers and decorative hardware, whether attached to such mail box, to any structure within the Lot or affixed or erected upon the grounds of the Lot. Mail boxes shall be uniform as specified by the Committee.

Section 4. Garbage Cans, Woodpiles, etc. All garbage cans, woodpiles, etc. shall be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Community and located behind the rear line of the residence. All rubbish, trash, and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

Section 5. Prohibited Structures. No mobile home, house trailer, factory or manufacturer assembled home, modular homes, tent, shack, barn, or other outbuilding or

structure (except accessory buildings otherwise permitted hereunder) shall be placed on any Lot at any time, either temporarily or permanently; provided, however, house trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of residences or as a real estate sales office of Declarant for the sale of property.

Section 6. Animals and Pets. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in reasonable number, provided that said pets are not kept, bred or maintained for any commercial purpose, are not permitted to roam free, and in the sole discretion of the Board of Directors, do not endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any property located adjacent to the Community. Dogs which are household pets shall at all times, whenever they are outside a dwelling, be confined within a pen or on a leash. No structure for the care, housing, or confinement of any pets shall be maintained so as to be visible from neighboring property and shall be behind the rear line of the residence.

Section 7. Incapacitated Motor Vehicles. No automobile or motor driven vehicle may be left upon any Lot for a period longer than five (5) days in a condition such that it is incapable of being operated upon the public highways. After such five (5) day period, such vehicle shall be considered a nuisance and detrimental to the welfare of the neighborhood and must be removed from the Community. Any towed vehicle, boat, motor home or mobile home regularly stored upon any Lot, or temporarily kept thereon for periods longer than twenty-four (24) hours each, shall be considered a nuisance and must be removed from the Community. The foregoing, however, does not apply to such boats or other vehicles, whether motor-driven or towed, as are stored wholly within a private garage or trailer storage area, if any, designated by Declarant or the Architectural Control Committee. No commercial vehicles, including buses, RV's, or trucks rated higher than one ton, may be parked, stored or temporarily kept within the Community, unless such vehicles are stored wholly within private garages, are within the Community temporarily to service existing improvements or are used in connection with the construction of improvements within the Community.

Section 8. Nuisance. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of buildings or grounds on his or her Lot or Lots. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. 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 to any person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of property in the neighborhood by the Owners thereof.

Section 9. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in part of the Community.

Section 10. Antennas. No Owner shall erect, use, or maintain any outdoor antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation, whether attached to a building or structure or otherwise without the prior written consent of the Architectural Control Committee; provided, however, Declarant and the Association shall have the right to erect and maintain such devices or authorize the erection and maintenance of such devices. Each Owner acknowledges that this provision benefits all Owners.

Section 11. Vehicles. No motorcycles or other vehicles with external engines shall be permitted to ride along the streets of the subdivision except for the entry and exit from the area. All such vehicles shall be properly muffled so as not to disturb the neighborhood.

Section 12. Miscellaneous.

(a) Owners shall not alter, remove or add improvements to any entry features constructed by the developer on any lot or any easement area associated therewith without the prior written consent of the developer.

(b) No hunting of any kind is allowed anywhere in the subdivision.

(c) No lot shall be used in order to provide access and/or rights of way to any parcel(s) of property.

ARTICLE VII

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot in the Community shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. Membership shall be appurtenant to the Lot to which it appertains and shall be transferred automatically. Notwithstanding the above, each Lot shall be entitled to one (1) vote in the Association.

Section 2. Amplification. The provisions of this Article are to be amplified by the Articles of Incorporation and By-Laws of the Association provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners of Lots as set forth herein. In the event of any conflict or inconsistencies among this Declaration, the Articles of Incorporation or By-Laws of the Association, this Declaration and the Articles of Incorporation (in that order) shall prevail.

ARTICLE VIII

ASSESSMENTS

Assessments against the Lot Owners shall be made to raise funds to pay the common expenses of the Property, and contribute a pro rata share of the maintenance of the common areas of the Community and shall be governed by the following provisions:

(a) Liability. Each Lot Owner shall be liable to the Association for all sums as are lawfully assessed by the Association against him or his Lot or Lots in accordance with the terms