

Section 10. Fences. Only wooden or brick fences, not exceeding ~~four~~^{six} feet in height, are allowed, but no fence shall be built in front of the plane created by the dwelling unit. Plywood, concrete, stone, and other similar types of fences are prohibited. The Declarant and the Association shall have the authority to grant reasonable exceptions to the location and height of fences on a case by case basis, provided such exception has been requested in writing and granted in writing prior to construction.

ARTICLE VIII

PROTECTIVE COVENANTS

Section 1. Use Controls.

(a) **Restriction on Further Subdivision.** No Lots shall be further subdivided or separated into smaller lots by any Owner (other than Declarant), without the written consent of the Declarant, or its assigns, and no portion less than all of any such Lot, shall be conveyed or transferred by an Owner (other than the Declarant), provided, however, that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments.

(b) **Nuisances.** No nuisance, or anything obnoxious or harmful, shall be permitted to exist or operate upon any Lot so as to be detrimental to any other person or property in the vicinity thereof.

(c) **Violations.** If any violation of a setback line or any encroachment should be created by construction of a structure on a lot, the Declarant, or its assigns may grant appropriate waivers and or releases, if, in its sole discretion, the Declarant or its assigns deems such waivers and releases to be appropriate.

Section 2. Maintenance of Property. Each Owner shall keep all Lots owned by him and all improvements thereon, free of debris and in good order and repair, including, but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management and so as not to detract from the overall beauty of the Property and the health and safety of the residents.

Section 3. Utility and Drainage Easements. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable easement and right of way:

(i) to construct, maintain, inspect, replace and repair electric and telephone wires, cables, conduits, sewer pipes, water mains, other suitable equipment and facilities for the conveyance of water, sewer, gas, telephone, electricity, television cable communications or other utilities or public convenience on, over and under each Lot in such locations as may be designed for such purposes; and

(ii) for storm and surface water drainage, including the right to construct, maintain, inspect, replace and repair pipes, ditches, culverts and other suitable facilities for the disposition of storm and surface water drainage, on, over and under each Lot in such locations as may be designated for such purposes on the appropriate recorded plats of the subdivision.

The easements provided in Section 3(i) and (ii) shall include the right of ingress and egress and the right to cut any trees, brush and shrubbery, make any grading of soil, and take other similar action reasonably necessary to provide economical and safe utility installation and drainage facilities. The rights herein reserved may be exercised by any licensee of the Declarant, but shall not be deemed to impose any obligation upon the Declarant to provide or maintain any utility or drainage services.

In any event, all telephone, electric and other utility lines and connections between main utility lines and any and all structures on a Lot must be located underground, unless otherwise authorized by written permission of the Declarant.

Section 4. Household Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. Generally recognized household pets in reasonable numbers, such as dogs and cats, may be kept and maintained at an occupant's residence, provided such pets are not kept or maintained for commercial purposes.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot, including those displayed upon vehicles, except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a building contractor to advertise the property during the construction and sales period.

Section 6. Trash Receptacles. None of said lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary and closed containers and screened from view from any street.

Section 7. Boats, Trailers, Vehicles, etc. Overnight parking or storage of boats, trailers and all vehicles other than licensed, operable private passenger vehicles shall be kept in garages or screened enclosures approved in writing by the Declarant. Except for emergency repair, no Owner shall repair or store or permit others to repair or store any vehicle, boat or trailer upon any portion of the Property except in garages or screened enclosures approved by the Declarant.

Section 8. Clothes Drying and Equipment. No clothesline or laundry drying area shall be situated upon any Lot.

Section 9. Trash Burning. Trash, leaves and other similar material shall not be burned without the consent of appropriate governmental authorities.

Section 10. Solar or Energy Panels. The usage of solar or energy panels will not be permitted, unless authorized in writing by the Declarant.

ARTICLE IX

RULES AND REGULATIONS

Section 1. Use. In order to provide for reasonable and orderly use of the Lots, the easements and other matters relating to the administration thereof, the Association and Board of Directors shall have the authority to publish Rules and Regulations from time to time which shall be binding and which shall control the Owners' use and enjoyment thereof.

Section 2. Compliance with Governing Law. Each Owner shall comply with all local, State and Federal laws regulating in any way the use of the Lots in Penniman East.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Reciprocal Negative Easements. The Declarant reserves the adjacent property which Declarant owns for such other development that may be possible in the future and the Declarant expressly excludes the application of the doctrine of reciprocal negative easements with respect to such adjacent property.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

UPLOADED
4/27/2021