

Declaration of Covenants, Conditions and Restrictions

for Shiland Hills

This declaration of covenants, conditions and restrictions is made this day of , 201 by the Association of Shiland Hills Subdivision, an exclusive residential community, hereinafter referred to as "Declarant".

STATEMENT OF PURPOSE:

WHEREAS, the Association, its successors and assigns, the Participating Owners of the real property in York County, South Carolina, shown on recorded maps of Shiland Hills Subdivision, which is more particularly described in Article I below, an exclusive residential community of single-family detached residential units. Said single-family properties shall be known as Shiland Hills subdivision.

WHEREAS, the Association, its successors and assigns, desires to insure the attractiveness of the community, to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within the community and to provide for the maintenance and upkeep of the Common Areas, and to this end, desires to organize, for the purpose of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created each and all of which is and are for the benefit of said property described below, and each Owner thereof.

WHEREAS, the Association desires to incorporate under South Carolina laws as Shiland Hills Homeowners Association, a non-profit corporation for the purpose of exercising and performing the aforesaid functions as a non-profit corporation for the Community, and

WHEREAS, the intent of the Association is that each Homeowner in Shiland Hills will also be a Member of the Shiland Hills Homeowners Association, Inc. and will become obligated to all the responsibilities and accept all the benefits of said Shiland Hills Homeowners Association, Inc.

NOW THEREFORE, the undersigned, their heirs, and assigns, shall be subject to these easements, covenants, restrictions and conditions. These easements, restrictions, covenants and conditions shall run with the land and be binding on the heirs, successors, and assigns of the undersigned.

REAL PROPERTY IN THE SHILAND HILLS SUBDIVISION

Section One: Description

The real Property in the Shiland Hills subdivision shall mean the Property described in Addendum A attached herein and made a part thereof. Only those properties whose owners sign this Declaration of Covenants, Conditions, and Restrictions shall be affected.

Any owner of the aforementioned properties who shall decide to sign these Declarations at some future time may do so.

Section Two: Additional Property

No property not included in the attached legal descriptions may join without consent of 2/3 (two-thirds) of the membership.

ARTICLE II DEFINITIONS

Section One: “Association” shall mean and refer to Shiland Hills Homeowners Association. This Association intends to incorporate under South Carolina law at a later date.

Section Two: “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Property described below.

Section Three: “Property” shall mean and refer to any real property whose owners signed this declaration. Furthermore, it shall mean any property included by amendment in the future.

Section Four: “Board of Directors” shall mean and refer to the Board of Directors of the Association. The Board should be no less than 5 (five) Members elected by the Membership.

Section Five: “Member” shall mean and refer to an Owner who has signed this declaration.

Section Six: All references in this Declaration to any document that is “of record” or that has been recorded or is to be recorded shall mean and refer to the Office of the Clerk of Court for York County.

Section Seven: “Common areas” shall mean the four parcels of Property that are designated for the entrances to Shiland Hills: 1) on the right and left corners where Shiland meets Sharonwood, 2) on the right and left sides of Bayshore Drive where the entrance structures are located.

These areas have been surveyed and plats prepared. At some future time the Association will obtain easement agreements from the Property owners.

Any other real property that is acquired in the future by the Association for common use and enjoyment shall be deemed as “common area”.

ARTICLE III

MEMBERSHIP, VOTING RIGHTS, BOARD OF DIRECTORS

Each Property described below shall be entitled to one vote regardless of the number of owners. In the event a Member/s owns two contiguous Properties with only one Dwelling, the Member/s will be entitled to one vote. The assessment on any vacant (no Dwelling) Property that is non-contiguous shall be waived, and the Member/s still will have one vote.

The Association shall be governed by a Board of Directors in accordance with the Bylaws.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section One: Right to Assess

The Association, its successors and assigns shall have the right to assess all Property herein described, subject to the limitations in Article III.

Section Two: Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property.

In particular, assessments by the Association shall include, but not be limited to:

provision of funds for the maintenance, repair, upkeep, and improvement of the entrances to the subdivision and any other Common Areas, including but not limited to sprinkler systems, annual plantings and replacement of plant material as shall be necessary.

provision of funds for the maintenance, repair, or replacement of any subdivision entrance signs/monuments, and light fixtures.

the procurement and maintenance of insurance in accordance with the Declaration;

employment of attorneys, accountants, and other professionals to represent the Association when necessary or useful;

provision of any service which is not readily available from any governmental authority related to the use, occupancy, and enjoyment of the Properties and which the Association shall decide to provide;

payment of all ad valorem taxes levied against the Common Areas;

maintenance of a contingency reserve to be established, insofar as is practical, out of annual assessments to be set by the Board of Directors

Section Three: Maximum Annual Assessments

Until the initial regular meeting of the Board, the annual Assessment shall not exceed \$150.00 for each Property. The exact amount of the annual assessment shall be determined annually in the manner that is provided below:

Increase by Board: Beginning with the initial regular meeting of the Board, the annual assessment for any year may be increased by the Board, without a vote of the Members, by a percentage not in excess of five percent (5%) of the previous year's annual assessment.

Increase by Members: The annual assessment by the Board may be increased by a percentage greater than five percent (5%) by the affirmative vote of at least two-thirds (2/3) of Members who are voting, in person or by proxy, at a duly called special meeting as provided by the Bylaws of the Association.

Criteria for Establishing Annual Assessments: In establishing the annual assessment for the Association for any year, the Board of Directors shall set the annual assessment high enough to cover all current expenses, any accrued debts, and reserves for future needs. The amount of the reserve and the projected needs of the Association will be determining factors in setting the budget and the annual assessment. The proposed budget and assessment will be presented by the Board to the Members for Association review and approval at the annual meeting. The annual meeting of the SHHA will be held in March or April, no later than April 30.

Calendar Date of Annual Assessment:

Members of the Association will receive written notice of the assessment no later than May 15. The annual assessments are due each year on June 15.

Section Four: Special Assessments

In addition to the annual assessments authorized above for the Association, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of supplying adequate reserve funds for the capital improvements or for defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, or maintenance of a capital improvement upon the Association Common Areas and in connection with exterior maintenance, including fixtures and personal property related thereto, provided that any such assessment that is documented, distributed, and shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section Five: Notice and Quorum for Any Action Authorized Under Section Three and Four

Written notice of any meeting called for the purpose of taking any action authorized under Section Three or Four for the Association shall be sent to all Members no less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, a quorum of Members present and/or of proxies must be present. Quorum is defined in the Bylaws, Article II Section Six. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required

quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section Six: Uniform Rate of Assessment

Annual assessments for the Association shall, except as herein otherwise specifically provided, be fixed at a uniform rate for all homes and shall be collected on an annual basis. Special Assessment Rates will also be based on a uniform rate, unless an alternative method is proposed and approved by the process defined in Section Three.

Section Seven: Personal Obligation of Assessments, Penalties for Nonpayment, and Appeal Process

The Property owner is deemed to covenant and agree to pay to the Association as applicable: 1) annual assessments; 2) special assessments; 3) fines designated as assessments. Any assessments, together with interest, late charges, costs and reasonable attorney's fees, shall be a charge on the Property and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

It is understood that payment of assessments and fines can be a hardship for a Member under certain conditions. Said Member shall have the option of presenting an appeal in the form of a letter or personal appearance before the Board for consideration.

Section Eight: Effect of Nonpayment of Assessments and Remedies of the Association

No Member shall be eligible to vote or be elected to the Board of Directors who is shown in the Association records to be more than thirty (30) days delinquent in any payment due the Association.

A Member who has been found in violation of the Declaration, Rules or Regulations and has not made the necessary correction, paid the fine, or penalty against him shall not be eligible to vote or be elected to the Board of Directors.

Section Nine: Association Fines Designated as Assessments

The Board may impose fines against any Member for violation of the Declaration, Bylaws of the Association or regulations promulgated thereto, and such fines shall be treated as an assessment due to the Association, and shall be the personal obligation of the Member/s and a lien against the Member's Property as applicable. Fines shall be paid within thirty (30) days after notice of the assessment of the fines. These fines shall not be

construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise entitled; however, any fine paid by the offending Member shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover from such Member. The fines that the Board may impose shall be set forth in the Bylaws and reviewed and changed from time to time as needed.

Section Ten: Subordination of the Lien to Mortgages and Ad Valor em Taxes

The lien of the assessments for the Association provided for herein shall be subordinated to the lien of any first mortgage and ad valor em taxes. Sale or transfer of any Property shall not affect the assessment lien. However, the sale or transfer of any Property pursuant to mortgage or tax foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which become due prior to such sale or transfer. No such sale or transfer shall relieve such Property from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE AND GUIDELINES

Section One: Architectural Review Committee

The Architectural Review Committee (ARC) to be formed at a later date shall be defined in the Bylaws of the Shiland Hills Homeowners Association, Inc. The ARC will be charged with the responsibility of administering the architectural standards and planning criteria which are stated in Article V, Section Two through Section Five in this Document. The ARC shall consist of Members of the Association.

Section Two: Construction Requiring Approval/ Application Process

Single family Dwellings have been constructed on almost every Lot in Shiland Hills, however circumstances may exist where replacement of a Dwelling is required. Additionally, modifying or adding onto a Dwelling could potentially impact another's property or the design compatibility and aesthetic appearance. The ARC's functions are to:

- Review architectural plans and site plans for each Property.
- Review proposed location of Dwellings and other improvements with respect to other Owner's Dwelling and Property.
- Provide constructive suggestions and design assistance, as required.
- Review later additions and alterations to existing Dwellings and the Property, including but without limitation, building such as a separate garage, patio, deck, fence, wall, and swimming pool of any kind.
- Review a landscape project that alters the natural conditions of the Property (such as removal of grass and replacing with stone or concrete).
- Maintain high quality of design compatibility and construction quality within the neighborhood.

The Member must submit construction plans and specifications describing the nature, kind, shape, height, and materials and a plat showing the location of the structure. Approval will be judged in part as to harmony of external design and location in relation to surrounding structures and topography.

Section Three: Response of ARC to Applications/Appeal Process

Decisions of the ARC shall be made by a majority of the Members voting in person or by proxy. Unless appealed the decision of the ARC shall be final and binding and may be based on any grounds, including without limitation, purely aesthetic reasons. Should a Homeowner's application be rejected, the Homeowner may appeal by resubmitting the application to the Executive Committee of the Board of Directors. Such appeal must be made within 14 days of the date the denial is received. The approval or disapproval by the Committee as required in these covenants shall be in writing. Disapproval of any Plan shall be accompanied by an explanation and/or outline of the reason/s for the decision.

In the event the Committee fails to indicate its approval or disapproval within fifteen (15) days after plans and specifications have been submitted to the chairman of the ARC, the related covenants and restrictions shall be deemed to be in full compliance.

Section Four: General Considerations

Neither the Board of Directors nor the Architectural Review Committee shall approve any alterations, decorations, or modifications which would jeopardize or impair the soundness, safety, or appearance of any Lot, structure or the Common Area.

Section Five: Guidelines for Buildings and Other Structures

A. As all Lots shall be used for single family residential purposes only, no main structure shall be erected on any building plot other than one detached single family dwelling not to exceed 3 stories in height, excluding basements, and a garage for not more than three cars and a storage or servants' quarters, but separate rental of such quarters is specifically prohibited.

B. The main structure, exclusive of open porches and garages, shall be not less than 2,200 square feet and shall not have less than 1,500 square feet on the ground floor. The square footage required here under may be waived by a majority of the Architectural Review Committee.

C. No residence shall be erected on any residential building plot nearer than 45 feet to any front street line, nearer than 25 feet to any back line, nor nearer than 10 feet to any side lot line. A separate garage or other out building must be located 70 feet or more from the front lot line; except that on corner lots no structure shall be permitted nearer than 15 feet to the side street line and not less than 10 feet from the back lot line.

D. No fence, exclusive of invisible fence, of any type shall be allowed to be placed on any portion of any Lot nearer the street upon which it fronts than the main portion of a residential structure, exclusive of a front porch or other projection; nor shall any fence be allowed to be placed upon any corner Lot nearer the side street than the front portion of the main structure of the residential building situated upon the Lot immediately to the rear thereof. The prohibition of fences in the front yard may be waived by a majority of the Architectural Review Committee where said fence would be constructed of such materials that it would not be unsightly but would enhance the appearance of the Property.

E. The placing of an outside radio transmission tower or receiving antenna on the Property by the Member shall have prior written approval of the ARC. Satellite dishes having a diameter of not more than 18" are permitted. The approval of the ARC shall be obtained first as to the location the Member plans to install the dish. Given the rapid changes in technology, the guidelines of the Federal Communication Commission shall be taken into account in the installation of a satellite dish, antenna, or other outside

technological structure or device. Technological requirements concerning the functioning of the structure shall be considered as well.

F. All residences and accessory buildings must be completed within one (1) year from the date of commencement of construction, unless completion is, in the judgment of the ARC, impossible or would result in excessive hardship on the Owner due to unanticipated strikes, fire or natural calamity, severe material shortages, or state of national emergency.

G. Any failure on the part of the Owner to accomplish construction consistent with plans and specifications submitted and approved shall constitute a violation of these Covenants.

ARTICLE VI INSURANCE

Section One: Guidelines for Insurance Coverage for SHHA

Insurance coverage for the Association shall be governed by the following provision:

The Board shall procure and maintain public liability and property damage insurance insuring each Board Member, the officers and the Association against any liability to the public and the Owners, including their invitees, arising out of or incident to the ownership or use of the Association Common Areas for which the Association is responsible. The insurance shall be issued on a comprehensive liability basis and shall contain a cross liability endorsement under which the rights of each named insured under the policy shall not be prejudiced with respect to a named insured's action against another named insured. The amount of such public liability insurance shall be determined by the Board. The Board shall also obtain such other insurance as it determines, from time to time, to be desirable and reasonable including, without limitation, fire and other hazards insurance, with extended coverage endorsement, equal to the maximum insurable replacement value on any structure owned by the Association.

Section Two: Proceeds – Association

All insurance policies purchased by the Association shall be for the benefit of the Association and the Members. All proceeds thereof shall be payable to the Association as insurance trustees under this Declaration.

ARTICLE VII USE RESTRICTIONS

Section One: Rules and Regulations

Each Member has a legally established right to present and prospective enjoyment of his Property. In order to insure the attractiveness of the Neighborhood, to prevent nuisances, and to protect the health and well being of all Residents, a Member shall have the right to file a complaint with the Board regarding Restrictions or Rules and Regulations that allegedly have been violated. Complaints of this nature shall be addressed by the elected Board of Directors by a process detailed in the Bylaws.

Section Two: Nuisances

No activity deemed obnoxious, noxious or offensive shall be carried on upon any Lot or any other portion of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Examples of such offensive activities shall include, but not limited to, the origination or emission of any loud or disturbing noise or vibrations, the maintenance of any auto repair site, the operation of any kind of daycare business, the maintenance of unsightly outdoor storage of personal property (including toys, motorcycles or other motor vehicles, tricycles, bicycles, wood piles or other miscellaneous items) on porches, patios, terraces or yards, or similar unsightly activity not in keeping with the aesthetic character and high level of appearance of the Neighborhood. "Unsightly" shall be defined as unpleasant or disagreeable to look at; threatening or dangerous.

Section Three: Parking of Vehicles, Vessels, and Temporary Structures

Vessels or temporary structures, including but not limited to house trailer, boat, boat trailer, camper, jet ski, shed, or pod shall be permitted to be parked or placed on the Property or on the street on a temporary basis. "Temporary" shall be defined as a maximum of five days without approval. A special appeal to the Board or ARC may be made to extend the temporary period. Temporary buildings and other structures shall be permitted during the construction period of residential units. No garage, outbuilding, or other appurtenant structure shall be used for residential purposes, either temporarily or permanently, nor shall any portion of the Property (except as expressly stated in the preceding sentence) be used except for residential purposes incidental or necessary thereto.

Section Four: Signs

Signs of a temporary nature that shall be permitted on the property include, but not limited to signs erected by the Declarant, "For Sale" signs (not to exceed 30" X 30") for the sale of the Property and/or the Dwelling thereon, political signs, certain celebration

signs such as “It’s a Boy”, and yard sale signs. The person or company erecting the sign shall remove any sign of a temporary nature in a timely manner. Certain signs of a permanent nature are permitted. They shall include, but not limited to a security sign erected by the company, invisible fence sign, and safety utility sign.

Section Five: Livestock, Poultry and Pets

No livestock or poultry of any kind shall be raised, bred or kept on any Lot or Property. Dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes, and provided facilities for such pets, and pets themselves do not create a nuisance.

Section Six: Control of Pets

Every person owning or having possession, charge, care, custody or control of any pet shall keep such pet exclusively upon his own premises, provided, however, that such pet may be off the premises if it is under the control of a competent person and restrained by a chain, leash or other means of adequate physical control. In keeping with Rock Hill City Ordinances cats are permitted to “run at large” as is the nature of cats. Cat owners are expected to have consideration of Homeowners who may not own cats and enjoy birds and gardening. Cat owners should make an effort to restrict the pets from roaming as much as possible. All pet owners shall be responsible for training and caring for said pet, so that it does not become a concern for other Homeowners. Pets that exhibit aggressive or vicious behavior must be restrained by secure fencing (other than invisible fencing) or kept indoors at all times.

A Homeowner may file a complaint with the Board if an animal constitutes an unreasonable annoyance, inconvenience, nuisance or safety threat including but not limited to a complaint of animal neglect or improper restraint. If the Board finds that such animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Board may require that such animal be removed from the Property.

Section Seven: Garbage and Refuse Disposal No Property shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be stored in sanitary containers in accordance with the rules and regulations of any health or public safety authority having jurisdiction over the Property. All equipment shall be kept in clean and sanitary condition. No trash, garbage or other waste may be placed within the Association Common Areas. Trash containers will be placed at the curb on the evening before or the day of collection and removed the same day of collection. Yard trash, such as limbs, clippings, and leaves, should be placed for pick-up according to instructions from the City.

Section Eight: Rental of Home/Property:

Rental of the Homeowner’s Property shall be for no less than six months. Temporary and short term rental of a property or part of a property is not permitted. Written notification

and leasing agreement should be provided to the Board. There shall be no maximum length of time that an Owner may choose to rent his/her Property. Rental must be only to a one-family unit. No subleasing or renting of parts of the home/Property shall be permitted.

The Homeowner is responsible for all acts of his tenant and his guests or invitees and any violations, damages or fines that they may incur. Correspondence or other communication will be between the Board and the Homeowner, however, as a courtesy, a copy of the violation notices will be sent to the tenant and property manager. Violations of the Requirements in this Section Eight will be handled as follows:

Should an Owner move a resident into his Dwelling without prior Board approval, the Owner may be fined. The Owner may take one of two actions within ten (10) days of the Notice of the violation:

- The Owner may evict the tenant.
- The Owner may submit a properly completed Application for Tenant Approval, accompanied by the fine. Should the Owner submit an Application, the board will process the Application without prejudice as though it was submitted prior to moving in. If the application is approved, no further action will be taken.

Should the application be denied, the Owner will be notified by U.S. mail that said Owner is in violation of the Declaration of Covenants and Restrictions and the resident must move within thirty (30) days or further action may be taken through the courts to enforce these Restrictions. If the Owner does not comply as outlined in the above paragraphs, the issue may be turned over to legal counsel for remedy.

Section Nine: Maintenance

All Members shall keep their Property, whether occupied or unoccupied, free of all tall grass, undergrowth, dead, diseased or decaying trees, weeds, trash, rubbish, debris and standing water that may result in safety or health hazards. Members shall keep their Property in a neat and attractive condition. All improvements erected on Lots or Property shall be maintained in a clean, neat, and orderly condition and in a good state of maintenance and repair. Furthermore, all Members shall maintain and keep drainage ditches on their Property clear and unobstructed so such drainage ditches can perform their intended function. Storm drains and gutters in front of the Member's Property should also be kept free of debris.

Seasonal and holiday decorations shall be removed within a reasonable period of time.

ARTICLE VIII EASEMENTS

All of the Property and any Common Areas described herein, shall be subject to such easements for driveways, private streets, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities, gas lines, telephone, and electric power line and other public utilities as shall be established by the Declarant, its successors and assigns. In addition, there is hereby reserved by the Declarant, its successors and assigns, and its agents and employees, easement and right of ingress, egress, and regress across all Common Areas, now or hereafter owned by the Association, for the purpose of construction of improvements within the Property, including the right of temporary storage of construction materials on said Common Areas during the construction process.

ARTICLE IX DISPUTE RESOLUTION AND LITIGATION

Section One: Avoiding Costs of Litigation

The Association, its successors and assigns, all Owners subject to this Declaration, and any other parties involved are encouraged to agree on an amicable resolution of disputes in order to avoid the emotional and financial costs of litigation. In order to do this, the Board of Directors shall maintain an Arbitration Committee which shall assist in dispute resolution. Any dispute or disagreement within the Association concerning alleged violations of this Declaration, rules and regulations may be presented to the Arbitration Committee for resolution. If the dispute is not resolved, the ruling can be appealed to the Board of Directors. The process is more fully described in the Bylaws.

Section Two: Enforcement

The Association and each Member shall have the right to enforce, by the 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 Association or by any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section Three: Costs

All costs incurred by Association or any Member in successfully enforcing this Declaration, including attorney fees and costs, regardless of whether any proceeding was brought at law or equity, shall be borne by and be the responsibility of the Owner(s), Member(s) or entity(s) against whom enforcement is sought. All costs of enforcement shall be added to and become a part of the assessments to which such Property is subject and constitute a valid lien on the Member(s) or other entity's property covered by this Declaration. Any enforcing party shall have the right to file a lien of record for such costs.

ARTICLE X GENERAL PROVISIONS

Section One: Amendment This Declaration may be amended only in writing signed by sixty-six (66%) of all Members (one vote per Dwelling as described in Article III of this Declaration).

Section Two: Management and Contract Rights Declarant, its successors or assigns, shall enter into a contract with a company for the purposes of providing improvements, care and maintenance of the Property. Such contract shall be binding upon the Association through express adoption or ratification of the terms and conditions of such contract. Any such contract or lease entered into by the Association shall contain a provision allowing the Association to terminate such contract, without justification or penalty, upon thirty (30) days notice.

Section Three: Notices Any notice required or designed to be given under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the last known party entitled to notice, at the last known address for each such party, all as shown on the books and records of the SHHA. Such notices also may be hand delivered, faxed, sent by email or other means approved by the Board.

Section Four: Conflict with Law: Severability The invalidity of any covenant, restriction, condition, limitation, provision, paragraph or clause of this Declaration, or any part of the same, or the application thereof to any person or circumstance by judgment or Court Order shall not impair or affect in any manner the validity, enforceability or affect of the rest of this Declaration, or the application of any such covenant, restriction, condition, limitation, provision, paragraph or clause to any other person or circumstance.

Section Five: Eminent Domain: Action by Governmental Authority In the event that any action by any government authority results in any taking of any Common Areas, whether for rights-of-way, construction of roads or highways, or any other reason, any and all monies received in connection therewith, whether received by Declarant, Owners or Members, such monies or payment shall, upon demand of Declarant, its successors or assigns, be refunded to Declarant, its successors or assigns. Declarant may enforce the collection of any such monies or payment through any proceeding, including but not limited to, suits at law or equity.

Section Six: Amendment and Termination These restrictions shall continue effective for a period of 20 years from the date hereof and shall likewise continue effective in successive ten year periods thereafter unless and until changed within the initial 20 year period or in any subsequent ten year period by the mutual consent in writing of sixty-six (66) percent of those Members (based on one vote per Dwelling) in the restricted area. Voting rights for this purpose are described in Article III of this Declaration.