

The Crescent Rules + Regs

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6.15 Declarant. The provisions contained in this Article, as well as all other architectural control provisions, including but not limited to building setbacks contained in this Declaration, the Articles of Incorporation or the Bylaws, shall not apply to Declarant, nor to any successor Declarants. This Section 6.15 may only be amended with the prior written consent of the Declarant, and any successor Declarants still owning at least one (1) Homesite for sale.

6.16 Golf Course Owner.

The Golf Course Owner shall have the right to review and approve all plans for any structure, whether permanent or temporary, to be located within any setback for lots contiguous to the Golf Course. Said setback requirement may be contained herein, in the Master Declaration, plats of record or other documents. Such approval shall not be unreasonably withheld. Said review and approval shall occur concurrently with the review of all submissions to the ACC. Should no written communication be received from the Golf Course Owner within 15 days of receipt of the plan submitted, the plan shall be deemed approved by the Golf Course Owner. For purposes of this section, the setback shall be the area from the rear of the house (as if the house was constructed from side lot line to the other side lot line) to the rear property line. Notwithstanding anything to the contrary herein, this provision may not be amended without the written consent to such amendment by the Declarant, or its assigns and the Golf Course Owner or its assigns. Any violation of this section may be enforced by the Golf Course Owner as well as the Declarant and/or the Association to require conformance with this Section. Notwithstanding the above, Declarant shall have no obligation to subject plans of any type to Golf Course Owner for review and Golf Course Owner does not have the right to review and approve any structure planned to be constructed by Declarant.



ARTICLE VII GENERAL COVENANTS AND RESTRICTIONS



7.01 Application. The covenants and restrictions contained in this Article VII shall pertain and apply to all Homesites and to all Structures erected or placed thereon.

7.02 Maintenance. Each Owner shall keep and maintain each Homesite and Structure owned by him, as well as all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. If, in the opinion of the ACC, any Owner shall fail to perform the duties imposed by this Section, the ACC shall notify the Association. If the Board shall agree with the determination of the ACC with respect to the failure of said Owner to perform the duties imposed by this Section, then the Board shall give written notice to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such conditions. If the owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of said written notice by certified mail, then the Association shall have the Right of Abatement as provided in Section 9.02 hereof. Guidelines relating to the maintenance of Structures and landscaping may be included in the Design Standards of the ACC.

7.03 Restriction of Use. Homesites may be used for single-family residential purposes only, or if conveyed or dedicated to the Association as Common Property, for such purposes as the Association sees fit (subject to such restrictions as may be contained in grant or conveyance of said Homesite) and for no other purposes provided that Declarant may operate sales offices and/or model homes on any Homesite or Homesites.

7.04 Resubdivision of Property. No Homesite may be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise, without the prior written approval of the ACC of plans and specifications for such split, division or subdivision. This provision shall not apply to the Declarant.

7.05 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Homesite without the prior written approval of the ACC of plans and specifications for the prevention and control of such erosion or siltation. The ACC may, as a condition or approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices of controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape, and required landscaping as provided for in Section 7.06.

7.06 Landscaping. No construction or alteration of any Structure shall take place without the prior written approval by the ACC of plans and specifications for the landscaping to accompany such construction or alteration.

7.07 Trees. No living tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Homesite unless such removal is in conformity with approved landscaping plans and specifications submitted pursuant to the provisions of Sections 6.06, 7.05 and 7.06 hereof. Guidelines relating to the preservation of trees and other natural resources and wildlife upon the Property may be included in the Design Standards of the ACC.

7.08 Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently, as a residence on any Homesite except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications therefor approved by the ACC. Declarant may use temporary structures, such as construction trailers, while developing the subdivision.

7.09 Signs.

(a) No signs whatsoever (including but not limited to commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications therefor,

be installed, altered or maintained on any Homesite, or on any portion of a Structure visible from the exterior thereof, except:

- (i) such signs as may be required by legal proceedings;
- (b) In no event during approved construction of any Structure shall more than one job identification sign be approved by the ACC.
- (c) Notwithstanding any other provision in this Declaration, the Declarant may erect and place such signs on any Portions of the Property owned by Declarant or on any Common Property, which Declarant in its sole discretion deems appropriate. This exemption shall also apply to predecessor Declarants for so long as any such predecessor owns at least one (1) Homesite for sale. This Section 7.09(c) may only be amended with the prior written approval of the Declarant and any predecessor Declarant.

7.10 Setbacks.

(a) Each dwelling which is erected on a Homesite shall be situated on such Homesite in accordance with the building and setback lines shown on the recorded plat, unless otherwise approved by the ACC. For purposes of this requirement, all uncovered porches, patios, decks, shutters, awnings, eaves, gutters and other such overhangs will not be considered in violation thereof, even though such Structure shall extend beyond said building and setback lines, unless the ACC has established such a requirement as part of its approval of a Structure or has otherwise established setback requirements.

(b) In approving plans and specifications for any Proposed Structure, the ACC may establish setback requirements for the location of such Structure.

7.11 Fences. No fence or wall of any kind shall be erected, maintained, or altered on any Homesite without the prior written approval of the ACC of plans and specifications for such fences and walls.

7.12 Roads and Driveways. No road or driveway shall be constructed or altered on any Homesite without the prior written approval of the ACC of plans and specifications for such roads and driveways. The Declarant, however, shall have the right to construct, or to authorize the construction of, such roads and driveways as may be convenient for the development of the Property or the Additional Property through any Homesite owned by Declarant.

7.13 Clotheslines, Garbage Cans, Etc. No clotheslines shall be permitted. All equipment and garbage cans shall be kept in a garage, service yard or screened by adequate planting or approved fencing so as to conceal them from view by neighboring residences and streets.

7.14 Parking and Related Restrictions.

(a) No vehicles of any type whatsoever shall be Permitted to park on the streets of the Development on a permanent basis, but shall be allowed on a temporary basis.

(b) No school bus, truck or commercial vehicle over one (1) ton capacity, house trailer, mobile home, motor home, recreational vehicle, camper, habitable motor vehicle of any kind, boat or boat trailer, trailers of any kind, or like equipment, exceeding twenty-four (24) feet in length shall be permitted on any Homesite on a permanent basis, but shall be allowed on a temporary basis.

(c) Vehicles and equipment described in Section 7.14(b) above, but which are less than twenty-four (24) feet in length, may be permitted on other than a temporary basis if stored within the garage with garage door closed.

(d) Any trash, firewood, wood scraps, building materials, or other such materials contained in any vehicle or trailer shall be covered from view.

(e) The purpose of this Section is to help maintain the neat and attractive appearance of the Development by requiring the streets of the Development to remain cleared, and for larger vehicles and equipment to be either hidden from view or eliminated all together if intended to be stored on more than a temporary basis. In effectuating the purpose of this Section, the ACC may adopt guidelines, rules and regulations which shall give greater substance to its provisions, as for example, by defining what shall be considered temporary or permanent in the case of each subsection above.

(f) The provisions of this Section shall not apply to Declarant.

7.15 Recreational Equipment. Recreational and playground equipment may not be placed or installed upon a Homesite unless otherwise approved by the ACC.

7.16 Non-Discrimination. No Owner or person authorized to act for an owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the purchase or rental of any Homesite to any persons because of race, color, religion, sex, age or national origin. Anything in this Declaration to the contrary notwithstanding, this covenant shall run with the land and shall remain in effect without any limitation in time.

7.17 Animals. No animals, including birds, insects, and reptiles, may be kept on any Homesite unless kept thereon solely as household pets and not for commercial purposes. No livestock shall be kept on any Homesite. No animal shall be allowed to become a nuisance. No Structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Homesite unless plans, specifications and location for said Structure have been approved by the ACC.

7.18 Solid Waste.

(a) No person shall dump rubbish, garbage, or any other form of solid waste on any Homesite or on Common Property.

(b) Except during approved construction, no person shall burn rubbish, garbage, or any other form of solid waste on any Homesite or on Common Property.

(c) Except for building materials employed during the course of construction of any Structure approved by the ACC, no lumber, metals, bulk materials or solid waste of any kind shall be kept, stored, or allowed to accumulate on any Homesite unless screened or otherwise handled in manner approved by the ACC.

(d) If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day persons making such pick-up. At all other times such containers shall be screened or enclosed.

7.19 Nuisances. No noxious or offensive activity shall be carried on upon any Homesite, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the community.

7.20 Landscape and Monument Easements. On Homesites subject to a Landscape or Monument Easement as set forth on any recorded plat of survey of the Development, such Homesites are subject to those easements rights set forth in Section 3.05.

7.21 The Crescent Plantation P.U.D. Zoning and Environmental Covenants. The Property described in Exhibit "A" attached hereto is a portion of the Crescent Plantation P.U.D. under Beaufort County Zoning Standards. This zoning places certain restrictions on the use of the Property through impositions of required drainage standards and other county welfare items. Further, the Property has been subjected to certain Covenants, Conditions and Restrictions as contained in the Master Declaration. Each Owner shall keep and maintain each Homesite and Structure as well as all of the landscaping located thereon in compliance with the Crescent Plantation P.U.D. Zoning and the Master Declaration. Any violation of the requirements either the Crescent Plantation P.U.D. Zoning or the Master Declaration shall be deemed to be a violation of these Covenants hereunder. As such, a violation of the Crescent Plantation P.U.D. Zoning requirements or the Master Declaration shall give rise to any and all rights of Declarant and other remedies to enforce these Covenants.

ARTICLE VIII **EASEMENTS, ZONING AND OTHER RESTRICTIONS**

8.01 Easements.

(a) Declarant hereby expressly reserves to the Declarant, its successors and assigns forever, the right to create perpetual easements in, on, over and under any part of the