

Signed in the Presence of:

[Signature]
[Signature]
Notary

Brighton Oaks Owners Association

By: [Signature]
It's Secretary

ACKNOWLEDGEMENT

**STATE OF SOUTH CAROLINA
BEAUFORT COUNTY**

I, Tricia Elliott, do hereby certify that Diana Defeo, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 14 day of March 2008.

[Signature]
Notary Public of South Carolina
My Commission Expires: Oct 22, 2009

BYLAWS
OF
BRIGHTON OAKS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

IDENTITY

NAME AND LOCATION. The Name of the corporation is Brighton Oaks Homeowners Association, Inc., hereinafter referred to as the "Association."

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Brighton Oaks Homeowners Association, Inc., its successors and assign.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land as shown upon the attached site plan or the approved final plat, with the exception of the Common Area, and shall include all improvements thereon. Each plot of land is the area for one (1) residential unit, designed for single-family ownership.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Beaufort County.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meetings of the Members shall be set by the board of directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the members.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5 Proxies.

5.1 At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary before the meeting is called to order. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

5.2 (a) Unless the articles or bylaws prohibit or limit voting, a member may appoint a proxy to vote or otherwise act for the member by signing an appointment form either personally or by an attorney-in-fact.

(b) An appointment of a proxy is effective when received by the secretary or other officer or agent authorized to tabulate votes. An appointment is valid for eleven months unless a different period is expressly provided in the appointment form. However, no proxy is valid for more than three years from its date of execution.

(c) An appointment of a proxy is revocable by the member.

(d) The death or incapacity of the member appointing a proxy does not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the secretary or other officer or agent authorized to tabulate votes before the proxy exercised authority under the appointment.

(e) Appointment of a proxy is revoked by the person appointing the proxy;

(1) attending any meeting and voting in person; or

(2) signing and delivering to the secretary or other officer or agent authorized to tabulate proxy votes either a writing stating that the appointment of the proxy is revoked or a subsequent appointment form.

(f) Subject to any express limitation on the proxy's authority appearing on the face of the appointment form, a corporation is entitled to accept the proxy's vote or other action as that of the member making the appointment.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. **Number.** The affairs of this Association shall be managed by a Board of five (5) directors.

Section 2. **Term of Office.** At the First Regular Meeting, the Members shall elect three (3) directors for a term of three (3) years, and the remaining directors for a term of two (2) years, and at each annual meeting thereafter, the Members shall elect for a term of three (3) years the number of directors whose terms are expiring or have to be replaced.

Section 3. **Removal.** Any director may be removed with or without cause or, by a majority vote of the Members of the Association at a properly called meeting of the Members. Directors must be current on all Association fees and dues in order to remain on the Board. If Director is not current, he/she will be given 20 days to become current or to make financial arrangements agreed upon by the remainder of the Board. In the event of death, resignation, or removal of a director, his or her successor shall be selected by the Members of the association until elected at the next annual meeting by the members of the association.

Section 4. **Compensation.** No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. **Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of a majority of directors as long as notice was given. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. **Nomination.** Nomination for election to the Board of Directors shall be made by procedure approved by the Board of Directors. Nominations may also be made from the floor at the annual meeting.

Section 2. **Election.** Election to the Board of Directors shall be made at each annual meeting. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Declaration. The persons receiving the largest

number of votes shall be elected and the persons with the highest totals shall fill the vacancies with the longest term. Cumulative voting is not permitted.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Powers.** The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of all property and facilities, the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association or for an infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from two (2) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. **Duties.** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and

(3) collection proceedings against any property for which assessments are not paid within thirty (30) days after due date and to bring an action at law against the owner personally obligated on the same.

- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association or as required in the Declaration;
- (f) cause the Common Area to be maintained;
- (g) cause the exterior of the residential units and property to be maintained;
- (h) perform all other duties and responsibilities provided in the Declaration.

Section 3. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The director appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Offices.** The officers of this Association shall be a president and vice president, who shall, at all times, be members of the Board of Directors; a secretary, a treasurer; and such other officers as the Board may from time to time by resolution create.

Section 2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members or the annual appointment of the Directors.

Section 3. **Term.** The officers of this Association shall be elected annually by the Board.

Section 4. **Special Appointments.** The Board may elect such other officers or committee members as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time, giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and absent some resolution from the Board of Directors specifying otherwise shall sign all checks and promissory notes.

Vice President

- (b) The Vice President shall act in the place and stead of the President in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

Secretary

- (c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board, and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

- (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; absent some resolution from the Board of Directors specifying otherwise shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration. The Neighborhood Watch Committee may work to organize the community into a cohesive group to build a safe, crime-free neighborhood. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall, at all times during reasonable business hours, or by appointment, be subject to inspection by any Member. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

Section 1. General. As more fully provided in the Declaration, each Member is obligated to pay to the Association yearly dues and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, not paid when due, shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late charge of \$25.00 shall be added to it and the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 2. Annual Budget. The Board shall cause to be prepared an annual budget for each fiscal year of the Association. The annual budget shall provide for a reserve for contingencies for the year and a reserve for capital expenditures, in reasonable amounts as determined by the Board, according to the Declaration.

Section 3. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance, which in the opinion of the Board may constitute a lien against the Properties or the Common Area, other than a lien against only a particular Lot. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 5. Forbearance. The Association shall have no authority to forebear the payment of assessments by any Owner.

ARTICLE XII

CONTRACTUAL POWERS

No contract or other transaction between this Corporation and one or more of its Directors or between this Corporation and any corporation, firm, or association in which one or more of the Directors of this Corporation are directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a Committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

- (a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or
- (b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof, which authorizes, approves or ratifies a contract or transaction.

ARTICLE XIII

INDEMNIFICATION

Section 1. General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association against all contractual and other liabilities to others arising out of contracts made by or other act of such directors, Board, officers, committee members on behalf of the Owners, or arising out of their status as directors, Board, officers, committee members, unless any such contract or act is contrary to the provisions of the laws of the State of South Carolina, the Declaration or these By-Laws or shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all cost and expenses (including, but not limited to, counsel fees, amounts of judgment paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, or committee member may be involved by virtue of such persons being or having been such directors, officer, Board, or committee member provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, or committee member; or (b) any matter settled or compromised, unless in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, Board, officer, or committee member.

Section 2. **Success on Merits.** To the extent that a member of the Board of Directors or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

Section 3. **Advance Payment.** Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of any undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized in this Article XIII.

Section 4. **Miscellaneous.** The Association and the Board shall have the power to raise and the responsibility for raising by special assessment or otherwise, any sums required to discharge its obligations under this article. Every agreement made by the directors, Board, officers, members of such committees, or by the Managing Agent on behalf of the Owners shall provide that the directors, Board, officers, members of such committees, or the Managing Agent, as the case may be, are acting only as agents for the Association and shall have no personal liability therefor, except as owners. The indemnification provided by this Article XIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue to be a member of the Board of Directors, officer of the Association or a member of such committee.

ARTICLE XIV

Section 1. **Applicability of Documents to Lessees of a Lot.** The Declaration, By Laws, and other Rules and Regulations of the Association shall be applicable to any person leasing the Lot and shall be deemed to be incorporated in any lease for any Lot in the Properties.

ARTICLE XV

CORPORATE SEAL

The Association shall have a seal in circular form, having within its circumference the words: Brighton Oaks Homeowners Association.

ARTICLE XVI

AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person, or by proxy.

ARTICLE XVII

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Initial Rules and Regulations

Section 1: No boat, motorhome, trailer, recreational vehicle or trailer may be left upon any portion of Brighton Oaks, unless in a closed garage or not visible behind an approved fence. All vehicles shall be parked within the driveway of each Lot, unless enclosed by approved fencing. Access to these vehicles must be made in such a manner as to not disturb property or landscaping. One non-commercial vehicle per lot will be allowed to park in the street, with proper identification pass. Guest parking for non-commercial vehicles may be obtained in advance for temporary street parking. Parking for commercially registered vehicles shall be limited to the time a service is being provided by that vehicle. No commercially registered vehicles may be parked in the streets of Brighton Oaks at any other time. The Association shall have the right to remove any such vehicle(s) if not removed by the Owner within five (5) days of notice, and the costs of such removal shall be an assessment against such Owner.

Section 2: No unlicensed vehicle shall be left upon any portion of Brighton Oaks. Vehicles which are inoperable for a period of five (5) days or more may not be stored upon any portion of Brighton Oaks. Such vehicles identified above must be removed by the Owner. The Association shall have the right to remove any such vehicle if not removed by the Owner within five (5) days of notice, and the costs of such removal shall be an assessment against such Owner.

Section 3: Trucks with mounted campers which are an Owner's or Occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal.

Section 4: Off Road. No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and vehicles authorized by the Board.

Section 5: Leasing. Lots may be leased for long term residential purposes only, which means all leases must be for a period not less than twelve (12) months. No short term leasing is allowed. All leases shall require, without limitation, that the tenant acknowledge that the tenant is subject to the Declaration, Bylaws, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the

tenant on behalf of the owner and specifically assess all costs associated therewith against the Owner and the Owner's lot.

Section 6: Occupants Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be levied against the Owner, and vice versa.

Section 7: 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. No pets shall be kept on a chain, wire or line on any portion of the property, or kept unattended without proper shelter, food and water, or fencing appropriate for protection of the Association members and guests. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall be kept on a leash when outside of a home or fenced lot. All owners shall control their pets at all times, whether or not such owner is present, that will prevent pet from becoming a nuisance or endangering the health and safety of any owner, resident or guest. All Owners shall remove their pets' waste from all areas of Brighton Oaks. Owners who do not remove their pets' waste from all areas of Brighton Oaks shall be subject to fines which shall be collectible against the Owner as a specific assessment.

Section 8: Nuisance. It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her lot. No lot within Brighton Oaks 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 emit 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. Trash or rubbish for pickup by an outside vendor may be left on the curb no earlier than the night before pickup, and the cans or bins must be removed from the curb before the end of the pickup day. Cans or bins must be stored so as not to be visible from the street or neighbor's view. No noxious, offensive or illegal activity shall be carried on within Brighton Oaks.

Section 9: Antennas. No exterior antennas of any kind including, without limitation, satellite dishes, shall be placed, allowed, or maintained upon any portion of Brighton Oaks, including any Lot, without the prior written consent of the Architectural Review Committee. Satellite Dishes which are dark in color and are 18 inches or less in diameter shall be allowed, provided they are not visible from the street or common areas, installed upon or adjacent to a residence, and are integrated with the surrounding landscape.

Section 10: Tree Removal. No trees that are more than four (4) inches in diameter at a point two (2) feet above the ground shall be removed without the prior written consent of the Architectural Review Committee. However, no flowering trees, including, without limitation, dogwood trees, regardless of their diameter shall be removed without the prior written consent of the Architectural Review Committee.

Section 11: Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may alter, obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. All owners of Lots which connect to drainage areas will maintain these areas free of obstruction.

Section 12: Sight Drainage at Intersections. All property located at a street intersection shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 13: Garbage Cans, Woodpiles, Etc. All garbage cans, woodpiles, hot tubs, spas, and related equipment, and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate.

Section 14: Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Architectural Review Committee.

Section 15: Guns. The use or discharge of firearms in Brighton Oaks is prohibited. The term "firearms" includes rifles, pistols, "BB" guns, pellet guns, and small firearms of all types.

Section 15: Fences. Installation, alteration or movement of fencing upon any Lot may not be done without the prior written consent of the Architectural Review Committee. The Board shall have the right to erect fencing of any type considered appropriate or desirable by the Board at any location on the Common Property.

Section 16: Air Conditioning Units. No window air-conditioning units may be installed.

Section 17: Lighting. Except as may be permitted by the Architectural Review Committee, exterior lighting visible from the street shall not be permitted except for (a) approved lighting as originally installed on a Lot; (b) decorative post lights as approved by the Architectural Review Committee; (c) street lights in conformity with an established street lighting program for Brighton Oaks; (d) seasonal decorative lights; or (e) front house illumination of model homes.

Section 18: Swimming Pools and Hot Tubs. Swimming pools, hot tubs, and portable spas shall not be permitted without the prior written consent of the Architectural Review Committee. Swimming pools must be enclosed by an approved fence.

Section 19: Play Equipment. All play equipment must be located between the rear dwelling line and the rear lot line.

Section 20: Mailboxes. All mailboxes located on Lots shall be of a similar style approved by the Architectural Review Committee. Mailboxes shall be kept painted and in good repair by the Owners. Replacement mailboxes may be installed after the type has been approved in writing by the Architectural Review Committee.

Section 21: Exteriors. Any change to the exterior color of any improvement located on a Lot, including, without limitation, the dwelling, must be approved by the Architectural Review Committee.

Section 22: Clothesline. No exterior clotheslines of any type shall be permitted upon any Lot.

Section 23: Storage Sheds and Garages. Construction, installation, or placement of a storage shed, tree house, play house, carport, or a structure separate from the main house on the Lot is not permitted without the prior written consent of the Architectural Review Committee, is in its sole discretion. All plans (which must include the length, width, height, materials, colors, and location) must be submitted to the Architectural Review Committee for written approval prior to obtaining building permits or starting construction. The structure must be constructed, installed, or placed in a location inconspicuous as much as possible from public view. No garage or shed or part of garage or shed shall be used for business purposes so as to prevent occupant's vehicles from being parked in the garage or driveway. All materials used in the construction of such buildings must match the main dwelling located on the Lot.

Section 24: Fines and Penalties. The Association, by the Board of Directors, may impose fines and penalties for any violation of the Covenants, By laws, or Rules and Regulations, pursuant to the Act. The Owners and Members consent to the Board making such determination and the assessment of a \$50.00 per day fine for violations and consent to the

Association recording a lien against the Owner's or Member's Lot to collect such fines. The following procedure shall govern the imposition of fines: (i) the Association shall give written Notice of Violation; (ii) if the owner or Member does not respond within ten (10) days of receipt of the Notice of Violation, the owner or Member shall be deemed to have agreed with such determination; (iii) if the Owner or Member objects to the Notice of Violation, it shall provide all written evidence as to why such act or omission does not constitute a violation; (iv) the Board shall consider all written evidence submitted by the Owner or Member and shall make a final determination thereon within fifteen (15) days of receipt of the Owner's or Member's written material. The Board's decision is final.