

**Article VI**  
**Use Restrictions and Rules**

**Section 1. General.** This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may be amended only in the manner provided in Article XIII, Section 4, hereof regarding amendment of this Declaration. The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Lots and the Common Property. This authority shall include, but shall not be limited to, the right to limit the type and size of vehicles within the community; provided, however, the vehicle speed limit within the Community until amended by the Board shall be twenty (20) miles per hour. The Board shall also have the authority to impose all other necessary traffic and parking regulations and to restrict the maximum noise levels of vehicles in the Community. Such regulations and use restrictions shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, cancelled, or modified in a regular or special meeting by a Majority of the Total Association Vote.

**Section 2. Use of Lots.** All Lots shall be used for single-family residential purposes exclusively. No business or business activity shall be carried on or upon any Lot at any time except with the prior written approval of the Board. Leasing of residences on a Lot shall not be considered a business or business activity.

**Section 3. Signs.** No sign of any kind shall be erected by an Owner or Occupant within the Community without the written consent of the Board except: (a) such signs as may be required by legal proceedings; (b) not more than one (1) "For Sale" sign consistent with the Community-Wide Maintenance Level, having a maximum area of four (4) square feet and a maximum height of six (6) feet above existing grade; and (c) signs erected by Declarant and Builders. The Board shall have the right to erect any reasonable and appropriate signs.

**Section 4. Vehicles.** Vehicles shall not be parked on any street within the Community. Vehicles shall not be parked on the Common Property or on any portion of a Lot other than the driveway and the garage. Vehicles shall not be parked so as to be visible from any Lot for periods of more than twenty-four (24) continuous hours. The term "vehicles," as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans and automobiles.

**Section 5. Leasing.** Residences on Lots may be leased for residential purposes.

**Section 6. Occupants Bound.** All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants of any Lot 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.

**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 in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or, in the sole discretion of the Board, 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 may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Lot be confined on a leash. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community.

**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 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 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 the Community. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law.

**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 any part of the Community.

**Section 10. Architectural Standards.** No exterior construction, alteration, addition, or erection of any nature whatsoever (including, without limitation, fences, pool, tennis courts, exterior lighting, tree houses and play equipment) shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Board or its designee. The Board or its designee may promulgate written guidelines for the exercise of this review.

The Board or its designee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its designee or the representatives thereof shall have the right, during reasonable hours, to enter upon any Lot to inspect any Lot and any improvements thereon for the purpose of

ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In the event the Board or its designee fails to approve or to disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with.

All activities commenced pursuant to plans which have been deemed approved shall be consistent with such plans. As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner's successors-in-interest shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Board or its designee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest.

**PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING OR STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE BOARD, ITS DESIGNEE, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. NEITHER DECLARANT, THE ASSOCIATION, THE BOARD, THE BOARD'S DESIGNEE, NOT THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER OF PROPERTY AFFECTED BY THESE RESTRICTIONS BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE, OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON OR OWNER WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, THE ASSOCIATION, THE BOARD, THE BOARD'S DESIGNEE, OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AND AGENTS OF ANY OF THEM TO RECOVER ANY DAMAGES AND HEREBY RELEASES, REMISES, QUITCLAIMS, AND COVENANTS NOT TO SUE FOR ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE, OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS, AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN.**

**Section 11. Antennas.** No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee. However, the Board reserves the right to (but shall not be obligated to) erect a master antenna, satellite dish or other similar master system for the benefit of the Community.

**Section 12. Gardens. Basketball Goals. Etc.** Grass, ornamental plants and shrubbery (and only the foregoing) may be planted in the front or side yard of any Lot. \* All other planting may be done only with prior written approval of the Board or its designee or in accordance with the guidelines previously established by the Board or its designee. Over seeding of fescue lawns and sodding of lawns with Bermuda or zoysia grasses shall not require prior approval pursuant to this Section. No vegetable garden, hammocks, statuary, or recreational equipment may be placed, erected, allowed or

maintained upon any Lot without the prior written consent of the Board or its designee. This provision shall not, however, apply to basketball goals which may be installed after the type and location have been previously approved in writing by the Board or its designee.

**Section 13. Tree Removal.** No trees which are left on a Lot as of the date of conveyance of such Lot to a Person other than Declarant or a Builder shall be removed without the express consent of the Board or its designee, except for diseased or dead trees. In additions, the Board may direct an Owner to remove any tree which dies or becomes a hazard (such as trees that have been hit by lightning).

**Section 14. Lighting.** Notwithstanding Article VI, Section 10 above, the following exterior lighting may be installed without the necessity of obtaining the prior approval of the Board or its designee: (a) seasonal decorative lights during the Christmas season; (b) illumination of other than the front or side yards of a Lot; (c) illumination of model homes and entrance features constructed by the Declarant or a Builder; and (d) other lighting originally installed by the Declarant or a Builder. Plans for all other exterior lighting must be submitted and approve in accordance with Article VI, Section 10 hereof. Decorative post lights will not be approved unless they conform with established street lighting.

**Section 15. 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 of any Lot may obstruct or rechannel the drainage flows after the location and installation of drainage swales, storm sewers, or storm drains. Declarant reserves the right to prepare sloping banks, cut or fill on all streets and roads. Declarant hereby reserves a perpetual easement across all community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

**Section 16. Sight Distance at Intersections.** All property located at street intersections shall be so landscaped as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain at any corner where this would create a traffic or sight problem.

**Section 17. Clotheslines, Garbage Cans, Woodpiles, Etc.** No clotheslines shall be permitted on any Lot. All garbage cans, woodpiles, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. Notwithstanding the foregoing, the Association reserves the right to provide and maintain a dumpster for the use of residents within the Community. Declarant, however, hereby expressly reserves the right to dump and bury rocks and trees on property within the Community as needed for efficient construction and to allow Builders within the Community to do so.

**Section 18. Subdivision of Lot.** No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Declarant or its designee. Declarant, however, hereby expressly reserves the right to replat any Lot(s) or other

property in the Community\_ Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

**Section 19. Solar Devices.** No artificial or man-made device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed, or maintained upon any portion of the Community, including an Lot, without the prior written consent of the Board or its designee.

**Section 20. Fences.** No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Board or its designee. Under no circumstances shall any fence be placed, allowed or maintained closer to any street than the rear of the residence constructed on such Lot. The Board or its designee may issue guidelines detailing acceptable fence styles or specifications, but in no event may a chain link fence or hog wire fence be approved.

**Section 21. Exterior Colors.** The exterior of all improvements, including, without limitation, residences, constructed, erected, allowed, or maintained upon any Lot must be painted or repainted in a color approved by Declarant or its designee.

**Section 22. Mailboxes.** All mailboxes and mailbox posts shall be of the same type and color as that originally approved by the Declarant.

**Section 23. Detached Structures.** No detached structure shall be placed, erected, allowed, or maintained upon any Lot without the prior written consent of the Board or its designee. All detached structures must be consistent in design materials and color with the dwelling on the Lot.

**Section 24. Entry Features and Street Signs.** Owners shall not alter, remove or add improvements to any entry features or street signs constructed by the Declarant on any Lot, or any part of any easement area associated therewith without the prior written consent of the Board or its designee.

**Section 25. Above Ground Pools.** Above ground swimming pools shall not be permitted in the Community.

## **FENCE GUIDELINES**

**Fences** (section 20 of CC&R): No fence or fencing type barrier of any kind shall be placed, erected, allowed or maintained upon any portion of the Community, including any Lot, without prior written consent of the Board or its designee. Under no circumstances shall any fence be placed, erected, allowed or maintained closer to any street than the rear of the residence constructed on such Lot. The Board or its designee may issue guidelines detailing acceptable fence styles or specifications, but in no event may a chain link fence or hog wire fence be approved.

### **Guidelines**

1. The original design concept of the Legend Oaks Plantation community promotes a feeling of open space; therefore, fencing is not generally encouraged. A Form must be submitted for all fencing.
2. Chain link fences are prohibited.
3. For all lots that do not directly adjoin the Legend Oaks Golf course, the rear yard setback shall include a twenty (20) foot buffer area in which no cutting of trees, development or grading activity may occur without Declarant approval. For all lots that directly adjoin the Legend Oaks Golf Course, the rear yard setback shall include a thirty (30) foot buffer area in which no cutting of trees, development or grading activity may occur without approval. Fences shall not exceed a height of six (6) feet from existing grade. Fences on lots contiguous with Legend Oaks Golf Course shall not extend thirty (30) feet of the rear lot line.
4. All forms must include the following information:
  - Picture or drawing of fence type. Fences should generally be Privacy, Split Rail or Pickett designs.
  - Dimensions- The maximum height may not exceed 6 feet. The maximum span between posts shall be 10 feet. The minimum post size shall be 4x4 inches and must have 2x8 inch rails or 2x6 inch rails per section.
  - Color- the fence must be natural or painted to match exterior trim color.
  - Site Plan- A site Plan denoting the location of the fence must accompany the application. However, on corner lots, the fence shall not be closer to any street than the rear edge of the home. However, on corner lots, the fence shall not be closer to any side street than the building line on the lot.
  - Crossbeam- Crossbeam structure shall not be visible from any street (must face inside towards the yard).
  - A form must be submitted for all dog runs. Dog runs must meet all fence guidelines.
  - If other fencing exists on the property, fencing for dogs must be of the same type.

### **Additional Fence Guidelines**

- All lots with a view of a pond are restricted to 4 foot fence.
- Corner lots are subject to the 4 foot fence restriction.
- Fencing is not allowed in on any designated Wetlands.
- If there is an existing fence, it is required that the fence constructed secondly tie into the existing fence. In the event that the Board grants a variance that the latter fence is not required to be attached to the first fence, the Owner who constructed their fence secondly will be responsible for maintaining the yard between the fences.
- The Residential Owner of a lot upon which a fence or wall is installed shall be solely responsible for providing and maintaining access to and from the rear yard of such lot.

- The ARB recommends refraining from placing fences in drainage or utility easements. Any fence placed in an easement can and may be removed for improvements or repairs to the easements, and the replacement cost of the fence will be at the home Owner's expense.
- Fences must be maintained properly and kept as new. In the event a fence is not maintained properly (i.e. warped boards, mildew, etc.) the Owner may be fined or the Association, ARB, and Management Company may elect to have the work performed at the Owner's expense.
- In general, any fence installed upon a lot shall be designed and used in a manner that will allow access to and from the rear yard of such lot to allow the Architectural Board to perform any of its obligations or exercise any of its rights pursuant to this document that require the Board to have access to the rear portion of such lot and to allow public utility companies to inspect, maintain and repair any utility facilities located within the boundary of the lot.