

Section 3. Failure to Obtain Approval of the Architectural Review Committee. By acceptance of the conveyance of a Lot, each Owner, for himself, his heirs, successors and assigns, covenants that in the event he/she or their agents or their tenants or anyone else shall alter or redecorate the exterior of any premises on any Lot which they own or in which they have an ownership interest prior to obtaining the written approval of the Architectural Review Committee, as provided in these Articles, the Proprietor and/or the Board of Directors, after receiving authority from the Proprietor, shall have the right, through its agent and employees, to enter upon the Lot and to repair, redecorate, maintain, rehabilitate, and restore the premises and the exterior or any improvement thereon, and that the costs thereof shall be assessed to and become a lien upon the premises so redecorated, repaired, maintained, rehabilitated, or restored. Any such lien shall immediately begin to bear interest at the rate of twelve percent (12%) per annum beginning upon the completion or termination of such redecoration, repair, maintenance, rehabilitation or restoration. Reimbursement for such cost shall be payable to the Proprietor or the Association as appropriate. The Owner shall be responsible to the Association and Proprietor for all costs the Proprietor and/or the Association may incur in attempting to collect its costs expended in enforcing this section, including their attorney's fees.

Section 4. Removal of Trees. No trees over six inches in diameter shall be cleared from any Lot without the prior approval of the Architectural Review Committee.

Section 5. Gardens. No vegetable gardens will be allowed any closer to the road than the rear building line of the dwelling.

Section 6. Swimming Pools. No portable swimming pools of any type which can be dismantled and moved and which has sides or walls of more than 24 inches in height will be permitted without the prior approval of the Architectural Review Committee.

ARTICLE VII

SPECIFIC RESTRICTIONS

Section 1. Proffers. Declarant hereby declares that all of the Property described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions and to all proffers referred to in the Conditional Rezoning Case C-3C-97, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described inure to the benefit of each Owner thereof.

Section 2. Fences and Hedges. No fences shall be permitted without the written approval of the Architectural Review Committee. No fence, wall or hedges shall be more than 6 feet in height. No wire or chain link fences shall be permitted. No fence, wall or hedges shall extend beyond the front building line of the primary dwelling without written approval of the Architectural Review Committee.