

## ARTICLE IX

### USE RESTRICTIONS

Section 1. Rules and Regulations. The Board of Directors of the Association shall have the power to formulate, publish and enforce reasonable rules and regulations concerning the use and enjoyment of the front yard space of each Lot and the use and enjoyment of the Common Elements. Such rules and regulations may provide for imposition of fines or penalties for the violation thereof or for the violation of any of the covenants and conditions contained in this Declaration.

Section 2. Antennas/Satellite Dishes. No outside radio or transmission tower or receiving antenna, including a satellite dish antenna, and no outdoor television antenna or satellite dish may be erected or installed by an Owner without the prior approval of the Architectural Control Committee.

Section 3. Restrictions on Use. The Lots shall be occupied and used by Owners for residential purposes only and no trade or business may be conducted in or from any Lot, except that an Owner residing in a dwelling on a Lot may conduct business activities within the dwelling as long as:

- (a) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling;
- (b) The business activity conforms to all zoning requirements for the Property;
- (c) The business activity is consistent with the residential character of the Property and does not constitute a nuisance, a hazardous or offensive use or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board of Directors of the Association.

The term "business" and "trade" as used in this Section, shall be construed to have the ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether:

- (i) such activity is engaged in full or part time;
- (ii) such activity is intended or does generate a profit; or
- (iii) a license is required therefor.

This section shall not apply to any activity conducted by the Declarant with respect to its development and sale of the Property or its use of any Lots which it owns within the Property.

The foregoing provisions of this Section or any other provision of this Declaration notwithstanding, Declarant shall have an easement to maintain sales offices and models for sales of Lots throughout the Property. Declarant shall have the right to relocate, and to discontinue and reestablish, sales offices and models within the Property from time to time until all of the Lots have been conveyed to Owners other than Declarant. Declarant also shall have the right to change use or combination of uses of such offices or models, provided that such offices or models shall be used only for sales offices or models.

Declarant shall also have an easement to maintain signs on the Common Elements advertising the Property until all of the Lots have been conveyed to Owners other than Declarant.

Section 4. Dwelling Size and Type. The total square footage of the main structure located on a Lot, exclusive of patios and garages, shall not be less than one thousand one hundred (1,100) square feet. The main structure located on a Lot shall not exceed two (2) stories in height. All dwellings shall be predominately constructed of brick and asphalt shingles.

Section 5. Nuisances. No activity deemed noxious or offensive by the Architectural Control Committee shall be carried on upon any Lot or within the Common Elements, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood as determined by said Architectural Control Committee. Examples of such offensive activities shall include, but not be limited to, the origination or emission of any loud or disturbing noise or vibrations, the maintenance of an auto repair site, 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 community. The Architectural Control Committee, with the approval of the Board of Directors of the Association, may establish reasonable rules and regulations for enforcing the provisions of this Section 5.

No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs (subject to Section 8 below), cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. Household pets generally considered to be indoor pets, such as dogs and cats, shall not exceed two (2) in number, except for newborn offspring of such household pets which are under nine (9) months in age. Notwithstanding the foregoing, the Association shall have the right to prohibit, or require the removal of, any dog or animal, which after consideration of factors such as size, breed and disposition of the animal, interference by the animal with the peaceful enjoyment by other Owners of their Lots and the security measures taken by the Owner with respect to such animal, the Association, in its sole discretion, deems to be undesirable, a nuisance or a safety hazard. If any such pet creates a nuisance as determined by the Executive Board in its sole and absolute discretion, then the Lot Owner shall remove the pet from the Lot within fifteen (15) days after written notice from the Executive Board and the pet shall not be allowed to return to the Lot. Failure to do so by the offending Owner may result in a fine of at least Ten Dollars (\$10.00) per day, as determined by the Executive Board, until compliance. No pet shall be permitted upon the Common Elements unless carried or leashed by a person that can control the pet. Pets shall be permitted to defecate in the Common Elements, provided the responsible Owner shall clean up immediately after such event. All pets shall be registered or inoculated as required by law. Each Owner shall hold the Association harmless from any claim resulting from any action of his pet, and shall repair at his expense any damage to the Common Elements caused by his pet.

No potentially hazardous or toxic materials or substances shall be used or stored on any Lot other than normal household, lawn and garden products which shall be used by Owner in a manner not to permit spills or runoff of such materials onto the Lot, adjacent lots or property, wetlands area, ponds or buffers. No use or storage of potentially hazardous or toxic materials or substances shall be allowed which use or storage violates local, state or federal laws or regulations; provided however, the Board shall have no obligation to take enforcement action in the event of a violation.

Section 6. Temporary Structures and Parking of Vehicles Onstreet and Offstreet. No residence of a temporary nature shall be erected or allowed to remain on the Property, and no trailer, shack, tent, garage, barn or any other building of a similar nature shall be used as a residence on the Property, either temporarily or permanently. Mobile house trailers, on or off wheels, recreational

vehicles ("RVs")) motor homes) vehicles or enclosed bodies of the type which may be placed on or attached to a vehicle, known generally as "campers", commercial vehicles of any kind operated by a member of the household occupying the dwelling on the Lot and any boats and boat trailers shall not be permitted on any Lot or any other portion of the Property, unless inside the garage. No out buildings, storage sheds, trash receptacles or other structures shall be placed between the dwellings on the Property and any adjoining public or private right-of-way or adjoining property.

No vehicle of any type which is abandoned or inoperative shall be stored or kept on any Lot or elsewhere within the Property in such manner as to be seen from any other Lot or any street within the Property, and no automobiles or other mechanical equipment may be dismantled or allowed to accumulate on any said Lot. Vehicles of any type shall not be parked on the sidewalks or within the public or private street rights-of-way, nor shall vehicles of any type be parked or stored on any part of the Lot or other portion of the Property not improved for that purpose, i.e. garage, driveway or parking pad. This paragraph does not preclude occasional, temporary parking within the private street rights-of-way for guests or other reasonable purposes provided that no inconvenience is imposed on the owners of other Lots.

The provisions of this Section 6 shall not preclude the placement of temporary buildings and other structures used during the construction period by Declarant for sale of Lots, such as a temporary sales office or construction trailer. This paragraph shall also not preclude the parking of trucks and other construction vehicles used during construction of dwellings and Lot development by Declarant or its contractors, agents and employees.

Section 7. Signs. No signs or other advertising devices shall be erected upon or displayed or otherwise exposed to view on any Lot or any improvement thereon without the prior written consent of the Association, except that one "For Sale" sign not exceeding nine (9) square feet may be placed in the window of a lot and provided, further, that Declarant may post temporary "For Sale" and other advertising signs on the Property until such time as all Lots owned by Declarant have been sold and conveyed. This section shall not be construed in any way so as to regulate or prohibit the display of the flag of the United States of America or the State of South Carolina.

Section 8. Control of Dogs. Every person owning or having possession, charge, care, custody or control of any dog shall keep such dog exclusively upon his own Lot; provided, however, that such dog may be off the Lot if it is under the control of a competent person and restrained by a chain, leash or other means of adequate physical control.

Section 9. Garbage and Refuse Disposal. No Lot 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 the Association and of any health or public safety authority having jurisdiction over the property. No trash, garbage or other waste may be placed with the Common Elements, except in containers approved by the Association.

Section 10. Prohibition of Renting for Transient or Hotel Purposes. No Owner shall rent his Lot or the improvements thereon for a period of less than twelve (12) months. Each permitted lease shall lease an entire Lot and improvements thereon, shall be in writing, shall be subject to this Declaration and the Bylaws of the Association, and shall provide that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. Any Owner who enters into a lease of his Lot or the improvements thereon shall promptly notify the Association of the name and address of each

lessee, the Lot or the improvements thereon rented, and the term of the lease. Other than the foregoing restrictions, each lot Owner shall have the full right to lease his Lot or the improvements thereon. Notwithstanding any provision contained herein, the Declarant and NewStyle, or any entity approved by Declarant or NewStyle, shall be entitled to lease twenty-five percent (25%) of the Lots together with all improvements located thereon to members of the general public for rental purposes, which provision may not be altered or amended without the affirmative vote of 90% of the Lot Owners.

Section II. Sex Offenders. Neither a Lot nor the Common Elements, nor any portion of either thereof, may be occupied or resided therein or thereon, for any purpose, either temporarily or permanently, by any person who is:

- a. adjudicated, classified, labeled, or otherwise designated as amended from time to time, as a "sexual predator", "habitual sex offender", "child-victim offender", and/or "child-victim predator", (or any replacement or substitute term or variation therefrom resulting from any amendment to applicable portions of the South Carolina General Statutes);
- b. required to be registered under the State of South Carolina's Sex Offender Registration and Notification Laws; and/or
- c. required by applicable laws to register with a designated registering agency, thereby requiring notice to be given pursuant to the South Carolina Sex Offender Registration and Notification law or similar law from another jurisdiction; each of whom is referred to herein as a "sex offender".

The violation of the foregoing restriction shall entitle the Declarant or Declarant's successor (who owns any Lot or has the right to expand the Declaration), the Association, and each Lot Owner, the right to enjoin such sex offender from occupying, or continuing to occupy, or residing in or continuing to reside in, a Lot or in or on the Common Elements. The violation of the foregoing restriction shall entitle the Association to institute and prosecute to conclusion, in the name of the Owner or Owners of a Lot which a sex offender occupies or is residing in, as the Owner or Owners' agent for this sole purpose, proceedings to evict such person occupying or residing in that Lot. Each Lot Owner, by acquisition of a fee simple interest in a Lot, understands and agrees that the remedies at law for damages in the event of the violation of the provisions of subsection (i) hereof are inadequate in that an award of damages would not resolve the problems inherent in having a sexual offender occupying space in or residing in the Property, and that irreparable harm to all other Lot Owners would result from the occupancy or the residency of a sex offender in the Property.

Notwithstanding the foregoing, the party seeking relief pursuant to the provisions of subsections (ii) or (iii) hereof shall be entitled to recover all costs of enforcement, including court costs and reasonable attorney fees. In the case of the Association seeking and obtaining relief pursuant to this section, the costs of enforcement, shall be a charge on the lot occupied by or resided in by the sex offender, and the subject of a Special Assessment against that Lot and its Owner or Owners, and a lien thereon, and may be enforced by the same means and in the same manner as provided by South Carolina law and as provided in this Declaration with respect to the violation of restrictions. The foregoing restriction is not intended to create nor shall it be interpreted to create a duty by the Declarant, any Lot

Owner, the Association, or its Board, to inquire about, to take any affirmative action to determine the status of, or to disclose the occupancy or residency or prospective occupancy or residency, of a sex offender in the Subdivision.

Villas at Carriage Hills

Storm Door Specifications

Storm door must match the following criteria and does not require submitting an application:

Pella brand

Full-view glass or mid-view glass

Clear glass

Tan, putty or brown color frame

Aluminum frame

Satin nickel hardware