

3. Supplement and Amendment to the Declaration. The Declarant hereby amends the Declaration and/or supplements to the Declaration as follows solely as it relates to the Annexed Property:

(a) No Dwelling Unit shall be used for any other purpose than as a Single Private Household. Only one residence may be placed upon any Dwelling Lot in the Annexed Property. No trade or business of any kind or character, nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business or profession which creates an unsightly condition, nuisance, smells, odors, noises, trash heaps, promotes immoral purposes, which causes traffic flow or which actually solicits business to the Dwelling Unit, nor any Dwelling Unit sign relating to the practice of business, trade or profession shall be permitted upon any of the Annexed Property.

(b) Since the Establishment of standard inflexible building setback lines for location of houses on Dwelling Lots tend to force construction of houses both directly behind and directly to the side of other homes with detrimental effects on privacy, view of the lakes, preservation of important trees, etc., no specific set back lines are established by these covenants except that no vertical construction shall be permitted in any 20' buffer area or Common Open Space as said is designated on the plat of the Annexed Property except for stairways, lightpoles, and similar structures with Declarant's express written consent. In order to assure, however, that location of houses will be staggered where practical and appropriate; so that the maximum amount of view and breeze will be available to each house; that the structures will be located with regard to the ecological constraints and topography of each individual Dwelling Unit, taking into consideration the elevation of each Dwelling Unit, the location of large trees and similar considerations, the Declarant reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon all Dwelling Lots. Such location shall be determined only after reasonable opportunity is afforded the Dwelling Unit Owner to recommend a specific site, and provided further, that in the event an agreed location is stipulated in writing in the contract of purchase, the Declarant shall approve automatically such location for a residence.

(c) No structure of a temporary character, such as a basement, tent, shack, garage, barn, mobile home or trailer, tree house or other out buildings shall be placed on any Dwelling Unit or Dwelling Lot at any time, either temporarily or permanently; provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main residence, it being clearly understood that these latter structures may not, at any time, be used as a residence or permitted to remain on the Dwelling Unit or Dwelling Lot after completion of the construction.

(d) No Dwelling Unit or Dwelling Lot shall be resubdivided into smaller

Dwelling Lots or Dwelling Units. However, allowance is hereby made for such reduction in size of the Dwelling Lot as might occur by minor variation from street improvements and the final, or, on-the-spot surveys of said Dwelling Lot, and further provided that nothing herein contained shall preclude resubdivision of a Dwelling Unit or Dwelling Lot which makes the adjacent, contiguous Lot(s) or Dwelling Unit(s) into larger Dwelling Lot(s) or Dwelling Unit(s).

(e) No domestic animals, livestock, live fowl, horses, goats or swine of any type shall be kept or housed on the Annexed Property except household pets, and no animals of any type shall be bred or raised for sale.

(f) In addition to Section 3-16 of the Declaration, no noxious or offensive activity shall be carried on upon any Dwelling Lot or Dwelling Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or anything of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the other property in the neighborhood by the Owners thereof. Likewise, there shall not be maintained any bicycles or boats on any Dwelling Lot or Dwelling Unit outside an enclosed structure. In any event, no boat or other vessel in excess of eighteen (18') feet overall shall be kept or stored on any residential Dwelling Lot or Dwelling Unit and boats eighteen (18') feet or less shall be screened in such a way that they are not visible from the street or from any other Dwelling Lot or Dwelling Unit. No recreational or other vehicles larger than a standard pickup truck or van will be allowed to park overnight on any Dwelling Lot or Dwelling Unit. Further, such vehicles may only be brought on a Dwelling Lot or Dwelling Unit for the purposes of unloading or loading and must be removed from the Dwelling Lot or Dwelling Unit as soon as such task is completed. No trash, rubbish, debris, junk, stored materials, wrecked or inoperable automobiles or similar unsightly items shall be allowed to remain on any Dwelling Lot or Dwelling Unit outside an enclosed structure; however, the foregoing shall not be construed to prohibit the temporary deposits of trash, rubbish and debris for pick-up by governmental or similar garbage and trash removal service units. In the event that the Owner of any Dwelling Lot or Dwelling Unit fails or refuses to keep such Property free from any weeds, underbrush or other unsightly growth and items listed above, then the Association or Declarant may enter upon such Dwelling Lot or Dwelling Unit five (5) days after posting a notice thereon, requesting the Owner of such Dwelling Lot or Dwelling Unit to observe this paragraph and upon such entry may remove all unsightly items or growth at the Owner's expense. No such entry shall be deemed a trespass. Such a notice shall be sufficient if it states in substance: "Please remove this unsightly item or growth (with a description given) within five (5) days or the Association (or Declarant as the case may be) or any agent of either shall do so at your expense. You are violating the Declaration applicable to this Dwelling Lot or Dwelling Unit."

(g) No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

(h) A seven (7') foot-wide easement for the installment and maintenance of utilities and drainage is hereby reserved over and along all Dwelling Lot lines provided, however, nothing herein contained shall be construed to prevent the use as one building site two or more adjoining and contiguous Dwelling Lots; and in the event two or more adjoining and contiguous Dwelling Lots are used as one building site, then the easements reserved herein shall be reserved over the side Dwelling Lot lines and the rear and front Dwelling Lot lines of the entire Dwelling Lot formed by the joining of such adjacent, contiguous Dwelling Lot in one ownership and use. Notwithstanding the above, Declarant at its sole discretion may permit an Owner to construct a portion of his Dwelling Unit within the seven (7') foot wide easement so long as the construction does not interfere with the existing drainage or utility use.

(i) In order to implement effective insect, reptile and woods fire control, the Association or Declarant shall have the right to enter upon any Dwelling Lot on which a residence has not been constructed and upon which no landscaping has been implemented, such entry to be made with personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association or Declarant detracts from the overall beauty, setting and safety of the subdivision. Such entrance shall not be deemed to be a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of the Association or Declarant or the to do any of the acts set forth herein. All costs incurred by Declarant or the Association in connection with this Section are to be borne by the Owner.

(j) (i). No building, fence, wall or other structure shall be erected, placed or altered on any Dwelling Lot or Dwelling Unit until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking area) and construction schedule shall have been approved in writing by the Declarant or its assigns. Refusal of approval of plans, locations or specifications may be based upon any reasonable ground which is consistent with the objectives of this Declaration, including, but not limited to: aesthetic considerations; the harmony and scale, bulk, coverage, function and density of use of exposed structure; the effect of the structure or plans on neighboring properties; the view of the structure or property from public or private roads; the placement of buffer zones, fences, shrubbery, trees, vegetation, berm and parking spaces; and the desirability of preserving significant trees or other unique vegetation. The architectural review process shall not be conducted in an arbitrary and capricious fashion by, for example, applying substantially different standards than those typically applied to submissions during the same period of time; nonetheless, any approval of a plan which, when built, is not considered desirable for future construction shall not be

considered as a precedent requiring approval of similar plans on subsequent submissions. No alterations to the exterior appearance of any building or structure shall be made without like approval. One (1) copy of all plans and related data shall be furnished Declarant or its assigns for its records.

(ii). Except for Patio Dwelling Lots or Dwelling Units, no plans shall be approved by the Declarant unless the proposed Dwelling Unit has a minimum of 1250 feet enclosed dwelling area, exclusive of open porches and garages, boat sheds, terraces, decks, but including screen porches if the roof of such porch forms an integral part of the roof line of the main dwelling or if on the ground floor of a two-story structure.

(iii). No plans shall be approved which does not provide for off the street parking space for two (2) automobiles.

(iv). All fencing erected on Dwelling Lots or Dwelling Units exposed to view shall not exceed four (4') feet in height and shall first be approved by Declarant or its assigns.

(v). If Declarant or its assigns shall fail to approve or disapprove the plans and specifications within thirty (30) days after receipt of a written request therefor, then such approval shall not be required; provided, however, that no building, fence or other structure shall be erected which violates any of the covenants herein contained.

(vi). The exterior of all homes and other structures must be completed within nine (9) months after the date of the construction of the same shall have commenced, except where such construction completion is impossible or would result in hardship to the Owner or builder due to strikes, fires, national emergency or natural calamity, in which event the time may be extended by Declarant or its assigns.

(vii). No construction shall be permitted within the areas designated as "Common Open Space" on the plat of the Annexed Property. Owner of Dwelling Lots within the Annexed Property, subject to the provisions of these covenants, the rules and regulations of the Declarant or the Association, and any fees or charges established by the Declarant or the Association, shall have a right and easement of use and enjoyment in and to the lands designated as Common Open Space on the afore described plat whether title to such Common Open Space is held by the Declarant, the Association, or the Owner.

4. Should any of the terms, conditions, provisions, or restrictions contained herein conflict with the terms of the Declaration, the terms of this Supplement shall control.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed the day and year first above written.

Witness:

GreenBrooke Homes Company an Ohio Partnership
By GBH Properties, Inc., its general partner

x Krista A. Stempler
Jill M. Walker

By: [Signature]

STATE OF OHIO

COUNTY OF CUYAHOGA

)
) PROBATE

PERSONALLY appeared before me the above witness who, on oath, says that (s)he saw the within named GreenBrooke Homes Company by its proper officials, sign, seal, and as his act and deed, deliver the within documents, and that (s)he with the other witness witnessed the execution thereof.

x Krista A. Stempler

Sworn to before me this 8th
day of July, 1997.
Jill M. Walker (SEAL)
Notary Public for Ohio
My Commission Expires: _____

JILL M. WALKER, Notary Public
State of Ohio, Cuyahoga County
My Commission Expires March 19, 2001

1704

EXHIBIT A

ALL that certain pieces, parcels or tracts of land located on Hilton Head Island, Beaufort County, South Carolina and designated as "A Subdivision Plat of Mulberry Place 1, Phase 2, Lots 5-41" on a plat thereof prepared by Conner and Associates, Inc., Mathew M. Crawford, SCRLS #9756, a copy of which is recorded in the RMC Office for Beaufort County, South Carolina in Plat Book 61 at Page 64.

Sheet 204

FILED
JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C. / *MLL*
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BK *957* PG *1698*
FOLDER #

1705 :