

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF MADISON
STATE OF MISSISSIPPI

IN THE MATTER OF REZONING OF
CERTAIN LAND SITUATED IN SECTION 17,
TOWNSHIP 8 NORTH, RANGE 2 EAST,
MADISON COUNTY, MISSISSIPPI

PETITIONER:

LIMERICK DEVELOPMENT, LLC / ROBERT TITCOMB

PETITION TO REZONE AND RECLASSIFY REAL PROPERTY

Comes now Limerick Development, LLC and Robert Titcomb, owner of the hereinafter described land and property, and files this petition with the Board of Supervisors of Madison County, Mississippi, to rezone and reclassify a tract or parcel of land situated in Section 17, Township 8 North, Range 2 East, Madison County, Mississippi, more particularly described as follows, to-wit:

SEE EXHIBIT A

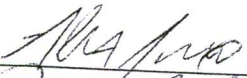
From its present Zoning Classification of A-1 District to an R-2 District, in support thereof would respectfully show as follows, to-wit:

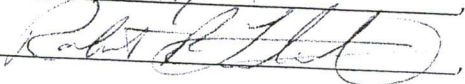
1. The subject property consists of 20.21 acres.
2. The zoning proposed is in compliance with the Land Use and Transportation Plan of Madison County, but is the highest and best use.
3. List of changes or conditions that support rezoning:
 - a. Stribling Road Extension has been improved to accommodate expanded traffic flow.
 - b. This area currently has available utilities to support this development. See attached will serve letter by Bear Creek Water Association stating that they will provide water and sewer.
 - c. Development of the surrounding neighborhoods:

Timber Ridge of Wellington
Wellington
Steel House Creek
Greyhawk

WHEREFORE, PREMISES CONSIDERED, Petitioners respectfully request that this petition be received, and after due consideration, the Board of Supervisors of Madison County will enter an order reclassifying this property from its present A-1 District classification to an R-2 District.

Respectfully submitted, this the 25 day of February, 2014.





Petitioner, Limerick Development, LLC

Petitioner, Robert Titcomb

EXHIBIT A

PROPERTY DESCRIPTION:

A certain parcel of land lying and being situated in the East Half of the Southwest Quarter of Section 17, Township 8 North, Range 2 East, Madison County, Mississippi and being more particularly described as follows:

Commencing at the southwest corner of Lot 63, Germantown, Part III according to a map or plat on file in the office of chancery clerk at canton, Madison County, Mississippi in Plat Cabinet D at Slide 3; thence run North 90 degrees 00 minutes 00 seconds East for a distance of 622.54 feet to point on the easterly line of Germantown, Part III, said point also being on the westerly line of Germantown, Part II; thence run South 00 degrees 00 minutes 30 seconds East along the said westerly line of Germantown, Part II for a distance of 1332.61 feet to a point on the northerly right of way of Stribling Road Extension; thence run North 89 degrees 34 minutes 33 seconds West along the said northerly right of way of Stribling Road extension for a distance of 664.99 feet to a point; thence leaving the northerly right of way run North 00 degrees 00 minutes 30 seconds West for a distance of 1214.27 feet to a point on a curve; thence along the arc of a curve to the left with an arc length of 103.51 feet, a radius of 50.00 feet and a delta angle of 118 degrees 36 minutes 41 seconds, a chord bearing of North 22 degrees 17 minutes 49 seconds East a chord distance of 85.99 feet for a distance of 103.51 feet to a point; thence run North 16 degrees 07 minutes 26 seconds East for a distance of 35.25 feet to the point of beginning of the herein described parcel of land containing 20.21 acres more or less.

WARRANTY DEED

0241486

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, HABITAT, INC., A MISSISSIPPI CORPORATION, SARTAIN ENTERPRISES, INC., A MISSISSIPPI CORPORATION, J. PARKER SARTAIN AND J. P. SARTAIN, Grantors, do hereby convey and forever warrant unto ROBERT R. TITCOMB, Grantee, the following described real property lying and being situated in Madison County, Mississippi, to wit:

A 20.210 acre parcel being situated in the E 1/2 of SW 1/4 of Section 17, T8N, R2E, Madison County, Mississippi, and being more particularly described as follows:

Beginning at the SE corner of Lot 62 of GERMANTOWN, PART III, run thence S 00°00'30" E - 1332.61 feet along the west line of GERMANTOWN, PART II; thence N 89°34'33" W - 664.99 feet along a fence; thence N 00°00'30" W - 1214.27 feet to a point on the right-of-way of a 60' street; thence along said right-of-way in the arc of a curve to the left, said curve having a radius of 50.0 feet and a chord bearing N 22°17'48" E - 85.99 feet; thence N 16°07'26" E - 35.25 feet along said right-of-way to a point on the south line of GERMANTOWN, PART III, thence EAST - 622.54 feet along the south line of GERMANTOWN, PART III to the POINT OF BEGINNING.

WARRANTY OF THIS CONVEYANCE is subject to the following exceptions, to wit:

1. County of Madison ad valorem taxes for the year 1998, which are liens, but are not yet due or payable and which shall be prorated as of the date hereof.
2. Madison County Zoning and Subdivision Regulations Ordinances, as amended.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights-of-way and easements for roads, power lines and other utilities and restrictive covenants of record.

WITNESS OUR SIGNATURES on this the 5TH day of FEBRUARY, 1998.

HABITAT, INC.
BY: [Signature]
J. Parker Sartain, President
SARTAIN ENTERPRISES, INC.

BY: [Signature]
J. P. Sartain, President

[Signature]
J. Parker Sartain

[Signature]
J. P. Sartain

STATE OF MISSISSIPPI

COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 5TH day of FEBRUARY, 1998, within my jurisdiction, the within named J. PARKER SARTAIN, who acknowledged that he is President of Habitat, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and

foregoing instrument after first having been duly authorized by said corporation so to do.

MY COMMISSION EXPIRES:
1-18-99
(SEAL)

[Signature]
NOTARY PUBLIC
[Seal]

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 5th day of February, 1998, within my jurisdiction, the within named J. P. SARTAIN, who acknowledged that he is President of Sartain Enterprises, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.

MY COMMISSION EXPIRES:
1-18-99
(SEAL)

[Signature]
NOTARY PUBLIC
[Seal]

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 5th day of February, 1998, within my jurisdiction the within named J. PARKER SARTAIN, who acknowledged that he executed the above and foregoing instrument.

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[Signature]
NOTARY PUBLIC
[Seal]

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COUNTY OF MADISON

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MY COMMISSION EXPIRES:
1-18-99
(SEAL)

[Signature]
NOTARY PUBLIC
[Seal]

GRANTORS:

HABITAT, INC.
P. O. Box 342
Madison, MS 39110-0342

Phone No. (601) 856-2720

SARTAIN ENTERPRISES, INC.
151 Pembroke Circle
Madison, MS 39110

Phone No. (601) 856-2729

J. Parker Sartain
482 Gluckstadt Road
Madison, MS 39110

GRANTEES:

Robert R. Titcomb
130 Stonegate Dr.
Madison, MS 39110

Phone No. (601) 856-7304

Phone No. (601) 922-4611

J. P. Sartain
151 Pembroke Circle
Madison, MS 39110
Phone No. (601) 853-2718

WE 0412 PAGE 394

PREPARED BY:
Montgomery, Smith-Vanis & McGraw
3390 North Liberty Street
Canton, MS 39046
Phone No. (601) 859-3616

INDEX: A 20.210 acre parcel being situated in the E 1/2 of SW 1/4 of
Section 17, T8N, R2E, Madison County, Mississippi

FORM 646 (MAY 1987) REVISED 11/87
MS-4270



STATE OF MISSISSIPPI, COUNTY OF MADISON:

I certify that the within instrument was filed for record in my office this 5 day
of Feb, 18 98, at 340 o'clock P., and was duly recorded
on the FEB 05 1998, Book No. 462, Page 392

STEVE DUNCAN, CHANCERY CLERK

BY: S. Cole D.C.

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GRAYHAWK OWNERS
ASSOCIATION INC
082D-17 -097/00.00
ARBOURGHANNA
ROBERTSON

R2

082D-17 -001/04.00
CATLETT ROAD
PROPERTIES LLC

082D-17 -071/00.00
STEED TALMADGE
& DOSSY

082D-17 -070/00.00
FURR MICHAEL D
& KATHRYN M

082D-17 -069/00.00
ELLIS MICHAEL
D & RACHELA

082D-17 -068/00.00
JAMISON JEFFERY
L & LAVETTA J

082D-17 -076/00.00
GORDON CHARLES E
& KYRA S

082D-17 -067/00.00
GRIFFIN PEARLIE M

082D-17 -066/00.00
HINES JOSEPH
M & AMANDA M

082D-17 -048/00.00
HARGETT PAMELA
D & JOE D

082D-17 -001/02.00
PATTERSON SCOTT
& VALERIE

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MCKNATT EDDIE E
& ROZAN M

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& LISA L

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& DARLENE H

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MORTON BARRY
W & DARLENE H

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DICKENS CHARLES
STANLEY & SANDY

082D-17 -013/00.00
CAMP MICHAEL
R & JULIE M

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MOULDER DAVID
B & REBEKAH W

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N & LAURA M

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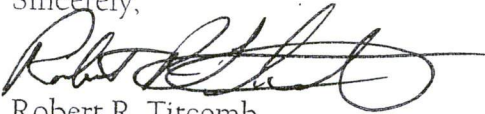
Mr. Brad Sellers
Madison County Planning and Zoning
125 West North Street
Canton, MS 39046

RE: 20.210 acre parcel as found in the E ½ of the SW ½ of Section 17, T8N, R2E

Dear Mr. Sellers:

This letter shall serve as my formal authorization for Alex Ross on behalf of Limerick Properties, LLC to seek rezoning of my property which is referenced above and attached hereto. I am also requesting that you copy me on all correspondence regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert R. Titcomb", with a long horizontal flourish extending to the right.

Robert R. Titcomb
130 Stonegate Drive
Madison, MS 39110

February 27, 2014

Limerick Development LLC

PO Box 1848

Ridgeland, MS 39158

RE: Stone Creek Subdivision, Madison County, MS

Specific Use of Subject Property if Rezoned and Development Summary

Limerick Development LLC proposes to develop a 49 lot community of single-family residential homes which will have a minimum of 2,000 square feet with protective covenants. Within the protective covenants, there will be a set of architectural standards as to protect the property values and aesthetics of our proposed community and the surrounding neighborhoods.

On the north side of the property there will be a sizable green area and on the east side of the property, we have made provisions for a 10 foot buffer. The main entrance of Stone Creek Subdivision will be on Stribling Extension Road.

BEAR CREEK WATER ASSOCIATION



P. O. Box 107
Canton, MS 39046

Phone: (601) 856-5969
Fax: (601) 856-8936

February 18, 2014

Madison County Board of Supervisors
c/o Brad Sellers
P.O. Box 608
Canton, MS 39046

Re: Proposed Stone Creek Subdivision
Bear Creek Water Association Water and Sewer Service

Dear Mr. Sellers:

Please be advised that the approximate 20 acres located in the Southwest $\frac{1}{4}$ of Section 17, Township 8 North, Range 2 East, located on the northerly side of Stribling Road Extension, and submitted to this office as the proposed Stone Creek Subdivision, is within Bear Creek Water Association's water and sewer certificated service areas. The association will provide the development such services in accordance with its standard water and sewer extension policies and procedures.

If you have any questions regarding these matters or need any additional information, please give us a call.

Sincerely,



H. A. McMullen
General Manager

services for any real estate development in the **Southeast** United States of the size, quality and nature of the Development. Each owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, shall be deemed to ratify the provisions of this Section 5.06 and specifically be deemed to have approved any such management agreement entered into by the Association and Developer or any affiliate thereof.

5.07 Rules and Regulations. The Board may establish and enforce reasonable rules and regulations governing the use of all Lots, Dwellings and Common Areas. Without limiting the foregoing, the Board may adopt rules and regulations which shall govern the use of any of the Common Areas (including specifically, the use of any of the recreational facilities, if any, situated within the Common Areas), the enforcement of all of the terms and provisions for this Declaration and any rules and regulations adopted by the Board and such other matters. Copies of such rules and regulations shall be binding upon all Owners and Occupants until and unless such rule or regulation is specifically overruled, canceled or modified by the Board or by the majority vote of the total votes of the Association at any regular or special meeting of the Association; provided, however, that no such rules or regulations may be overruled, canceled or modified unless such action is also approved by Developer for so long as Developer owns any Lot or Dwelling in the Development.

5.08 Indemnification. The Association shall and does hereby indemnify, defend and agree to hold each and every officer, and agent, representative and member of the Board of the Association harmless from and against any and all expenses, including court costs and reasonable attorneys' fees, suffered, paid or incurred by any such officer, agent, representative or member of the Board in connection with any action, suit or other proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative or member of the Board of the Association. The officers, agents, representatives and member of the Board of the Association shall not be liable for any mistake in judgment, negligence or otherwise except of r their own willful misconduct or reckless disregard of duty, as finally determined by a court of competent jurisdiction. The officers, agents, representatives and member of the Board of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification, obligations and rights provided for herein shall no to be exclusive of any other rights to which any office, agent, representative or member of the Board of the Association may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and officers and directors liability insurance in order to fulfill its obligations under this Section 5.08 and the costs of such insurance shall constitute a Common Expense.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE DEVELOPMENT AND ARCHITECTURAL STANDARDS

6.01 Committee Composition. The ARC shall consist of not less than one (1) nor more than seven (7) persons, each of whom shall be appointed or elected as provided in Section 6.02 below. The members of the ARC may, but shall not be required to be, members of the Association or Owners of any Lot or Dwelling. The regular term of office for each member of the ARC shall be one (1) year, coinciding with

the fiscal year of the Association. Any member appointed or elected as provided in Section 6.02 below may be removed with or without cause in the manner provided in Section 6.02 below. Each Owner, by acceptance of a deed to or other conveyance to a Lot or Dwelling, shall be deemed to ratify the provisions of Section 6.02 below.

6.02 Appointment and Removal of ARC Members.

(a) For so long as Developer is the Owner of any Lot or Dwelling within the Development, Developer shall have the sole and exclusive right to appoint and remove all of the members of the ARC.

(b) At such time as Developer is no longer the Owner of any Lot or Dwelling within the Development or upon Developer's written notice to the Association that it no longer desires to exercise the right to appoint and remove members of the ARC as provided in Section 6.02 (a) above, then the members of the ARC shall be appointed by the Board of the Association.

(c) Any member of the ARC may be removed, with or without cause, by (i) Developer, in its sole discretion, during the period of time that the provisions of Section 6.02 (a) above are in effect or (ii) the Board, in the event the provisions of Section 6.02 (b) above are in effect. In the event of death or resignation of a member of the ARC then Developer, in the event the provisions of Section 6.02 (a) above are applicable or the Board, in the event the provisions of Section 6.02 (b) are applicable, as the case may be, shall appoint a substitute member of the ARC to fill the vacancy of such deceased or resigning member of the remainder of the term of such former member.

6.03 Procedure and Meeting. The ARC shall elect a chairman and he, or in his absence, the vice-chairman, shall be the presiding officer at all meetings of the ARC. The ARC shall meet on a regular basis as well as upon call of the chairman or vice-chairman and all such meetings shall be held at such places as may be designated by the chairman or vice-chairman. A majority of the total number of members of the ARC shall constitute a quorum of the ARC for the transaction of business and the affirmative vote of a majority of those presenting person or by proxy at a meeting of the ARC shall constitute the action of the ARC on any matter which comes before it. The ARC is authorized to retain the services of consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys in order to advise and assist the ARC in performing its functions set forth herein. Each member of the ARC may be paid a stipend or honorarium as may from time to time be determined by the Board of the Association and shall otherwise be entitled to a reimbursement of expenses incurred on behalf of the ARC, subject to the approval of such expenses by the Board of the Association. The ARC shall have the right from time to time to adopt and establish such rules and regulations as may be determined necessary concerning the procedure, notice of meetings and all other matters concerning the conduct of the business of the ARC.

6.04 Architectural Standards. The ARC is hereby authorized to promulgate and amend or modify from time to time written Architectural Standards governing policies, guidelines and minimum requirements to be satisfied with respect to the construction, location, landscaping and design of all Dwellings and other Improvements on any Lot, the content and manner in which plans and specifications and other documentation and information concerning the construction of any Dwelling or other Improvements on a Lot are to be submitted to and approved by the ARC and any other matters affecting the construction, repair or maintenance of any Dwelling or other Improvements on any Lot. The

Architectural Standards adopted by the ARC shall be in addition the provisions and requirements set forth in this Declaration and shall be binding upon and enforceable against all Owners.

6.05 Approval of Plans and Specifications.

(a) In order to preserve the architectural and aesthetic appearance and the natural setting and beauty of the Development, to establish and preserve a harmonious design for the development and to protect and promote the value of the property, the Lots, the Dwelling and all Improvements thereon, no improvements of any nature shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Lot or Dwelling by any owner, other than Developer, which affect the exterior appearance of any Lot or Dwelling unless plans and specifications have been submitted to and approved by the ARC in accordance with the terms and provisions of Section 6.05 (b) below. Without limiting the foregoing, the construction and installation of any dwellings, sidewalks, driveways, parking lots, mailboxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servant's quarters or any other outbuildings, shall not be undertaken, nor shall any exterior addition to or change or alteration be made (including, without limitation, painting or staining of any exterior surface) to any Dwelling or Improvements, unless the plans and specifications for the same have been submitted to and approved by the ARC in accordance with the terms and provisions of Section 6.05 (b) below.

(b) The ARC is hereby authorized and empowered to approve all plans, specifications and the construction of all Dwellings and other Improvements on any part of the Property. Prior to the commencement of any Dwelling or other Improvements on any Lot or Dwelling, the Owner shall submit to the ARC plans, specifications and related data for all such Improvements, which shall include the following:

(i) **Two (2)** copies of an accurately drawn and dimensioned site plan indicating the location of any and all Improvements, including, specifically, the Dwelling to be constructed on said Lot, the location of all driveways, walkways, decks, terraces, patios and outbuildings and the relationship of the same to any setback requirements applicable to the Lot or Dwelling.

(ii) **Two (2)** copies of foundation plans, floor plans and exterior elevations of the front, back and sides of the Dwelling to be constructed on the Lot.

(iii) **Two (2)** copies of written specifications and, if required by the ARC, samples indication the nature, color, type, shape, height and location of all exterior materials to be used in the construction of the Dwelling on such Lot or any other Improvements thereto, including, without limitation, the type and color of all brick, stone, stucco, roofing and other materials to be utilized on the exterior of a Dwelling and the color of paint or stain to be used on all doors, shutters, trim work, eaves and cornices on the exterior of such Dwelling.

(iv) **Three (3)** copies of the lighting plan, including specifications, for any exterior lighting to be utilized with respect to such Lot or Dwelling.

(v) **Three (3)** copies of landscaping plan prepared and submitted in accordance with the provisions of Section 6.06 below.

(vi) Such other plans, specifications or other information or documentation as may be required by the Architectural Standards.

(c) The ARC shall, in its sole discretion, determine whether the plans, specifications and other data submitted by any Owner for approval are acceptable. **One (1)** copy of all plans, specifications and related data submitted to the ARC shall be retained in the records of the ARC and other copy shall be returned to the Owner submitting the same marked "approved", "approved as noted" or "disapproved". The ARC shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, designers, engineers, inspectors and/or attorneys retained in order to approve such plans and specifications and to monitor and otherwise enforce the terms hereof. Notwithstanding anything provided herein to the contrary, an Owner may make interior improvements and alterations within his Dwelling that do not affect exterior appearance without the necessity or requirement that ARC approval or consent be obtained.

(d) The ARC shall have the right to disapprove any plans and specifications upon any ground which is inconsistent with the objectives and purposes of this Declaration, including purely aesthetic considerations, any failure to comply with any of the provisions of this Declaration or the Architectural Standards, failure to provide requested information, objection on the ground of incompatibility of any such proposed improvement with the scheme of development proposed for the Development, objection to the location of any proposed Improvements on any such Lot, objection to the landscaping plan for such Lot or Dwelling, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvement or any other matter which, in the sole judgment of the ARC, would render the proposed Improvement inharmonious with general plan of development contemplated for the Development. The ARC shall have the right to approve any submitted plans and specifications with conditions or stipulations by which the Owner of such Lot or Dwelling shall be obligated to comply and must be incorporated into the plans and specifications for such Improvements or Dwelling. Approval of plans and plans and specifications by the ARC for Improvements to one particular Lot or Dwelling shall not be deemed an approval or otherwise obligate the ARC to approve similar plans and specifications or any of the features or elements for the Improvements for any other Lot or Dwelling within the Development.

(e) In the event the ARC fails to approve in writing any such proposed plans and specifications within **forty-five (45)** days after such plans and specifications have been submitted, then the plans and specifications so submitted will be deemed to have been approved.

(f) Any revisions, modifications or changes in any plans and specifications previously approved by the ARC must be approved by the ARC in the same manner specified above.

(g) If construction of the Dwelling or the Improvements has not substantially commenced (e.g. by clearing and grading, pouring of footing and otherwise commencing framing and other related construction work) within + year of approval by the ARC of the plans and specifications for such Dwelling or other Improvements, then no construction may be commenced (or continued) on such Lot or Dwelling and the Owner of such Lot or Dwelling shall be required to resubmit all plans and specifications for any Dwelling or other Improvements to the ARC for approval in the same manner specified above.

6.06 **Landscaping Approval.** In order to preserve, to the extent practicable, the natural landscaping and plant life and enhance the aesthetic appearance of the Property, no landscaping, grading, excavation or fill work of any nature shall be implemented or installed by any Owner, other than Developer, on any Lot or Dwelling unless and until landscaping plans have been submitted to and approved by the ARC. The provisions of Section 6.05 above regarding the method that such plans are to be submitted to the ARC, the time approval or disapproval of the same and the method of approving modifications or changes shall be applicable to such landscaping plans.

6.07 **Construction Without Approval.** If (a) any Improvements are initiated, installed, maintained, altered, replaced or relocated on any Lot or Dwelling without ARC approval of the plans and specifications for the same or (b) the ARC shall determine that any approved plans and specifications for any Improvements or the approved landscaping plans for any Lot or Dwelling are not being complied with, then, in either event, the Owner of such Lot or Dwelling shall be deemed to have violated this Declaration and the ARC shall have the right to exercise any of the rights and remedies set forth in Section 6.13 below.

6.08 **Inspection.** The ARC or any agent, employee or representative thereof may at any reasonable time and from time to time enter upon and inspect any Lot or Dwelling or any Improvements being constructed thereon in order to determine whether the approved plans and specifications therefore are being complied with. Any such entry shall not be deemed as trespassing or any other wrongful act by the ARC.

6.09 **Subsurface Conditions.** The approval of plans and specification by the ARC for any Dwelling or other Improvements on a Lot or Dwelling shall not be construed in any respect as a representation or warranty by the ARC or Developer to the Owner submitting such plans or to any of the successors or assigns of such Owner that the surface or subsurface conditions of such Lot or Dwelling are suitable for the construction of the Improvements contemplated by such plans and specifications. It shall be the sole responsibility of each Owner to determine the suitability and adequacy of the surface and subsurface conditions of any Lot or Dwelling for the construction of any contemplated Improvements.

6.10 **Limitation of Liability.** Notwithstanding anything provided herein to the contrary, neither Developer, the ARC, the Association, nor any agent, employee, representative, member, shareholder, partner, officer or director thereof, shall have any liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any Owner on account of (a) any defects in any plans and specifications submitted, reviewed or approved in accordance with the provisions of this Article VI, (b) any defects, structural or otherwise in any work done according to such plans and specifications, (c) the failure to approve or the disapproval of any plan, drawings, specifications or other data submitted by any Owner for approval pursuant to the provisions of this Article VI, (d) the construction or performance of any work related to such plans, drawings and specifications, (e) bodily injuries (including death) to any Owner, Occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of any such Owner or Occupant or any damage to any Dwellings, Improvements or the personal property of any Owner, Occupant or the respective family members, guests, employees, servants, agents, invitees or licensees of such Owner or Occupant, which may be caused by or arise as a result of any defect, structural or otherwise, in any Dwellings or Improvements or the plans and specifications, or any past, present or future soil and/or subsurface conditions, known or unknown (including, without

limitation, sink-holes, underground mines, tunnels and water channels and limestone formations on or under any Lot or Dwelling) and (f) any other loss, claim, damage, liability or expense, including court costs and attorney's fees, suffered, paid or incurred by any Owner arising out of or in connection with the use and occupancy of any Lot, Dwelling or any Improvements situated thereon.

6.11 Commencement and Completion of Construction. Upon commencement of construction of any Dwelling, construction work thereon shall be prosecuted diligently and continuously and shall be completed within one (1) year of the commencement date of said construction, such completion to be evidenced by a certificate of occupancy issued by the appropriate Governmental Authorities.

6.12 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, Developer, its agents, employees, successors and assigns, shall have the right and option to maintain and carry on such facilities and activities as may be reasonably requires, convenient or incidental to the completion, improvement and sale of Lots and/or Dwellings or the development of Lots, Dwellings, Common Areas and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices ,signs and model Dwellings, all as may be approved by Developer from time to time; provided, however, that the location of any construction trailers of any assignees of Developer's rights under this Section 6.12 shall be subject to Developer's approval. The right to maintain and carry on such facilities and activities shall include, without limitation, the right to use Dwellings as model residences and as offices for the sale of Lots and/or Dwellings and for any related activities.

6.13 Enforcement and Remedies. In the event any of the provisions of this Article VI are breached or are not otherwise being complied with in all respects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then the ARC and the Association shall have the right, at their option, to (a) enjoin any further construction on any Lot or Dwelling and require the removal or connection of any work in place which does not comply with the plans and specifications approved by the ARC for such Improvements and/or (b) through their designated agents, employees, representatives and independent contractors, enter upon such Lot or Dwelling and take all action necessary to extinguish such violation or breach. All cost and expenses incurred by the ARC or the Association in enforcing any of the provisions of this Article VI, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of non-confirming work, the completion of uncompleted work or in any judicial proceeding, together with any other costs or expenses incurred by the ARC or the Association in causing any Owner or such Owner's contractors, agents or invitees to comply with the terms and provisions of this Article Vi, shall be paid by such Owner, shall constitute an individual Assessment to such Owner pursuant to Section 10.06 below and, if the same is no paid when due, shall be subject to the lien provided for in Section 10.09 below and be subject to foreclosure as provided for therein. Notwithstanding anything provided herein to the contrary, the rights and remedies of the ARC and the Association set forth herein shall not be deemed exclusive of any other rights and remedies which the ARC or the Association may exercise at law or in equity or any of the enforcement rights specified herein.

6.14 Compliance Certification. The ARC or any authorized representative thereof shall, upon request and at such reasonable charges as may from time to time be adopted by the Board, furnish to an

Owner a certificate in writing setting forth whether all necessary ARC approvals have been obtained and whether any Dwelling or Improvement has been constructed in accordance with the provisions of this Declaration.

ARTICLE VII USE RESTRICTIONS-RESIDENTIAL PROPERTY

7.01 **Use Restrictions.** Except as otherwise provided to the contrary in Section 6.12 above and in this Section 7.01, each Lot and Dwelling shall be used for single-family residential purposes only and no trade or business of any kind may be carried on in or from any Lot or Dwelling. The use of any portion of a Dwelling as an office by an Owner shall not be considered violation of this covenant if such does not create regular customer, client or employee traffic. The leasing or rental of a Dwelling for residential purposes only shall not be considered a violation of this covenant so long as the lease (a) is for not less than the entire Dwelling, (b) is for a term of at least six (6) months and (c) is otherwise in compliance with the rules and regulations promulgated and published from time to time by the Association; provided, however, that Developer, its successors and assigns, which may be leased for such periods of time as owned by Developer, its successors and assigns, which may be leased for such periods of time as Developer may determine, including daily or weekly rentals. Notwithstanding anything provided in this Section 7.01 to the contrary, the Property or any portion thereof, including, specifically, any Lots constituting any portion of the Property, may be used and developed for (i) any of the uses included in the definition of Common Areas and (ii) any uses portion of the Property is to be developed or used for any residential uses authorized above for Additional Property, then such use must be approved in writing by the ARC.

7.02 **Subdivision and Interval Ownership.** No Lot may be subdivided or re-subdivided without the prior written approval of the ARC; provided, however, that the provisions of this Section 7.02 shall not be applicable to Developer. No Lot or Dwelling shall be sold or owned under any time-sharing, time-interval or similar right-to-use programs.

7.03 **Animals and Pets.** No livestock (including, without limitation, horses, ponies, cattle, goats, pigs and the like) poultry, reptiles or animals of any kind, nature or description shall be kept, bred or raised upon Residential Property, except for dogs, cats, birds and other usual and customary types of urban household pets which may be reasonably kept, raised and maintained upon Residential Property, provided, however, that the same are not kept, raised or maintained thereon for breeding or other business of commercial purposes or in numbers deemed unreasonable by Developer or the Association, in the exercise of their reasonable discretion. Numbers in excess of **three (3)** of each such type of household pet (other than aquarium-kept tropical fish) shall be considered unreasonable. Notwithstanding the foregoing provisions of this Section 7.03 permitting dogs, cats, birds and other usual and customary types of urban household pets, however, no reptiles, animals, birds or pets may be kept, raised or maintained on Residential Property under circumstances which, in the good faith judgment of Developer or the Association, shall constitute an unreasonable annoyance, nuisance or safety hazard to Owners and Residents of **Stone Creek Subdivision** and their guests and invitees or an unreasonable interference with the comfortable and quiet use, occupancy and enjoyment of other Residential Property, Common Area or Public Property. In furtherance of the foregoing, no such household pet shall be permitted to make an unreasonable amount of noise, disturb the peace or otherwise become an annoyance or nuisance. All household pets shall be kept indoors or be confined by fencing, walls or similar barriers on the Residential