

**MASTER DECLARATION OF  
COVENANTS AND RESTRICTIONS**



**FOR**

**GRANITE PARKE,**

**A Planned Unit Development**

**THIS MASTER DECLARATION**, made this 2<sup>nd</sup> day of February 2012 by, whose post office address for purposes hereunder is 10500 SW 8<sup>th</sup> Ave., Gainesville, Florida 32607 hereinafter referred to as "the **DECLARANT**",

*WITNESSETH*

**WHEREAS**, the Declarant is the Granite Parke Residents Association, the Homeowner's Association which covers Granite Parke, a subdivision lying and being in Alachua County, Florida, and described on Exhibit "A" attached hereto and incorporated herein by this reference; and

**WHEREAS**, it is contemplated that The Properties, as hereinafter defined, will be developed as a residential use development with private streets, street lights (both private and public), open spaces, buffers, stormwater drainage and retention areas, and other common areas and improvements for the benefit of the owners of lands from time to time made subject to the terms of this Master Declaration; and

**WHEREAS**, the Declarant desires to provide for the preservation and enhancement of the property values and quality of life in The Properties, the personal and general health, safety and welfare of the owners of the affected lands, and for the maintenance of streets, street lights, stormwater drainage and retention areas and improvements, open spaces, buffers, recreational areas and facilities, and other common areas and improvements located in The Properties, and, to this end, desires to subject The Properties to the covenants, conditions, restrictions, easements, and liens hereinafter set forth, each of which shall be binding upon and run with the title to The Properties; and

**WHEREAS**, to provide a means for meeting the purposes and intents herein set forth, the Declarant deems it desirable to create a non-profit corporation to which may be conveyed title and delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

**NOW, THEREFORE**, the Declarant, for itself and its successors and assigns, declares that The Properties are and shall be held, transferred, sold, conveyed, mortgaged, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, all of which shall run with title to the land.

## ARTICLE I

### DEFINITIONS

The following words when used in this Master Declaration (unless the context shall prohibit) shall have the following meanings:

a. **“Association”** shall mean and refer to Granite Parke Residents Association, Inc., a Florida corporation not for profit, or its successors and assigns.

b. **“Common Expenses”** shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property, and including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Master Declaration, the By-Laws, and the Articles of Incorporation of the Association.

c. **“Common Property”** shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at Common Expense. “Common Property” includes, without limitation, any platted parcel which is part of The Properties and which is designated on the plat for ownership and maintenance by the Association or as “Common Area” or as a “buffer”.

d. **“Declarant”** Associationsince

e. **“Master Declaration”** shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for GRANITE PARKE, a Planned Unit Development as recorded in the Public Records of Alachua County, Florida and as amended from time to time.

f. **“Member”** shall mean and refer to each Owner who is a Member of the Association.

g. **“Owner”** shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel included in The Properties (other than the Association); but, notwithstanding any applicable theory of law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has

acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. In the event any life estate is created with respect to any Parcel in The Properties, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

h. **"Parcel"** shall mean and refer to each Lot from time to time subject to the terms of the Master Declaration.

i. **"The Properties"** shall mean and refer to the Residential Units and Common Areas as shown on the recorded Plat of GRANITE PARKE, a Planned Unit Development.

j. **"Residential Unit"** shall mean and refer to each separately described portion of The Properties which is intended to be occupied as a single family residence or household, including without limitation each residential lot (together with the residence, if any, constructed thereon). "Residential Unit" shall include in its meaning any interest in real property appurtenant to the ownership of the Residential Unit.

k. **"Surface Water or Stormwater Management System"** shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

## ARTICLE II

### PROPERTY SUBJECT TO THIS MASTER DECLARATION

The Properties are and shall be held, transferred and occupied subject to this Master Declaration.

## ARTICLE III

### **STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP**

### AND VOTING RIGHTS IN THE ASSOCIATION

**Section 1. Association.** The Association shall be a nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, the Bylaws and this Master Declaration. Copies of the Association Articles of Incorporation and Bylaws are attached hereto as Exhibits "B"

and "C", respectively. Neither the Articles of Incorporation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Master Declaration. In the event of any such inconsistency, the provisions of this Master Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) Members of the Association, or (2) agents, representatives or employees of the Declarant. A Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with this Master Declaration, the Articles of Incorporation and the Bylaws.

**Section 2. Membership.** The Declarant and eEach Owner shall be Members of the Association. The Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Parcel shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

**Section 3. Voting Rights.** The Association shall have of voting membership:

a. **Class "A".** Class "A" Members shall be all Owners of Residential Units. Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership.

**Section Section 4. Multiple Owners.** Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate numbers of votes are cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void.

**Section . Duties, Powers and Authority of the Association.**

a. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth by statute or in the Articles of Incorporation, the Bylaws, or this Master Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Master Declaration, the Articles of Incorporation and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration, and improvement of the Common Property.

b. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

#### **ARTICLE IV**

#### **PROPERTY RIGHTS IN THE COMMON PROPERTY**

**Section 1. Member's Easements of Enjoyment.** Subject to the provisions of this Master Declaration, the Association, the Declarant (until the Declarant transfers ownership of the last Residential Unit owned by Declarant) and every Member of the Association shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property and such rights shall be appurtenant to and shall pass with the title to every Parcel in The Properties. Said rights shall include, but not be limited to, the following:

a. Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks in the Common Property for all lawful purposes; and

b. Rights and easements of drainage across stormwater drainage and retention structures and areas, and to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads or other areas of the Common Property; and

c. Rights to use and enjoy the Common Property for any purpose not inconsistent with this Master Declaration, the Bylaws and rules and regulations of the Association, or governmental regulations.

**Section 2. Title to Common Property.** The conveyance of the Common Property to the Association the following covenant which shall run with the land, whether or not specifically set forth in said conveyance, and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Master Declaration:

In order to preserve and enhance the property values and amenities of The Properties, the Common Property and all landscaping and drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. In addition, the Association shall comply with any obligations imposed by the permit(s) issued by the St. Johns River Water

Management District and the operation and maintenance plan attached thereto, or by any permit or authorization from any unit of local, regional, state, or federal government with regards to maintaining, repairing, replacing, operating and caring for real and personal property, including but without limitation to all lakes, ditches, canals, retention or detention areas, drainage, other surface water management works, and preservation or conservation areas, wetlands, and wetland mitigation areas which are owned by the Association.

**Section 3. Extent of Members' Easements.** The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

a. The Association shall be responsible for the exclusive management and control of the Common Property, including all buffer areas, and all improvements thereon.

b. The right of the Declarant without Owner or Association approval prior to conveyance of title to the Association, and the right of the Association thereafter, to grant or dedicate to any Owner, to any governmental agencies and/or to any utility companies, and to reserve, easements and rights-of-way, in, through, under, over and across the Common Property for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone, electricity, and other utilities, and for the completion of the development. No improvement or material may be placed upon any such an easement as may damage or interfere with the installation, maintenance and operation of utilities or that may change the direction, or affect the flow, of drainage. c. The easements and rights of the Declarant reserved by this Declaration.

**Section 4. Easement Reserved Over Common Property.** The Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to, (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain, inspect and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone, and electrical equipment, gas, cable television, drainage facilities, ditches or lines, walls, berms, fences, landscaping or other utilities or services and for any other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of The Properties; (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells, pumping stations and irrigation systems and lines; (4) the right and easement of ingress and egress for purposes of development, construction and marketing; and (5)

such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of the Development; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. The Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Common Property, easements, or green belts, or to grant such rights to others. Finally, the Declarant reserves the right to use the Common Property in its efforts to market The Properties.

**Section 5. Beneficiaries of Easements, Rights and Privileges.** The easements, licenses, rights and privileges established, created and granted by this Master Declaration shall be for the benefit of the Association, the Declarant, and the Owners, all as more specifically set forth elsewhere in this Master Declaration, and any Owner or the Declarant may also grant the benefit of such easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

**Section 6. Easement for Encroachments.** In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Parcel or Common Property, it shall be deemed that the Owner of such Parcel or the Association, as the case may be, has granted a perpetual easement to the Owner of the adjoining Parcel, or the Association as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement.

**Section 7. Easement for Access and Drainage.** The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

## **ARTICLE V**

### **INSURANCE AND CASUALTY LOSSES**

The Association's Board of Directors shall have the authority but not the duty to obtain insurance for insurable improvements on the Common Property owned by it, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and to obtain public liability policies covering the Association, Declarant and/or its designee, and its Members for damage or injury caused by the negligence of the Association, Declarant and/or its designee, or any of its Members or agents, and, if reasonably obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverage with respect to such risks or persons as shall be deemed necessary or appropriate by the Board of Directors. Any insurance obtained shall include such coverage, contain such deductible provisions and be in such limits as shall be determined by the Board of Directors. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Property.

## **ARTICLE VI**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

#### **Section 1. Creation of the Lien and Personal Obligation on Assessments.**

a. Each Owner by acceptance of a deed to any Parcel included in The Properties, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments. Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided. The assessments together with interest thereon, late charges, lien charges and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs upon appeal), shall be a charge and a continuing lien upon the Parcel against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, lien charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the assessment fell due.

b. **Exempt Property.** The following property now or hereafter subject to this Master Declaration shall be exempt from the assessments, charges and liens created herein: (i) All Common Property; and



(ii) Any Property owned by Declarant which has been subject to this Master Declaration for less than three (3) years.

Except as set forth in this subsection, no land or improvements in The Properties shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Property.

**Section 2. Purpose of Assessments.** The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of the lands and Owners in The Properties, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of the Common Property, and for such other purpose as may be deemed desirable or appropriate from time to time by the Board of Directors, including but not limited to:

- a. Payment of operating expenses of the Association; and
- b. Lighting, improvement and beautification of access ways and easement areas (whether dedicated to the public or private), and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, entry features, and the costs of controlling and regulating traffic on the access ways if not maintained by a public body; and
- c. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association or the Common Property. Such taxes and assessments may be contested or compromised by the Association. It is the intent of this Master Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property constitutes an interest in real property on a proportionate basis appurtenant to each benefited Parcel, the value of the interest of each Owner in such property shall be included in the assessed value of each Parcel and any taxes levied directly against such community property should be of a nominal nature; and
- d. Management, maintenance, improvement and beautification of landscaping and stormwater drainage and retention features on Common Property; and
- e. Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and in furnishing services to or for the Members of the Association; and
- f. Repair and maintenance of all streets and roadways situated upon the Common Property which have not been dedicated to any governmental unit; and

g. Funding of appropriate reserves for future repair and replacement; and

h. Doing any other thing necessary or desirable in the judgment of said Association to keep The Properties or the Common Property neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the said Association, may be of benefit to the Owners or occupants of The Properties; and

i. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

### **Section 3. Determination of Assessments.**

a. **Operating Budget.** It shall be the duty of the Board, by majority vote, at least forty-five (45) days prior to the end of the Association's fiscal year, to prepare and approve a budget covering the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and such capital improvements budget items as approved by the Board pursuant to Subsection (b) below.

b. **Capital Budget.** The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an Appendix to the operating budget. Additionally, new capital improvements in the budget shall be approved not by the Board of Directors, but by a majority of the Owners or Members by separate written ballot.

c. **Adoption of Budget.** The Board shall cause a copy of the budget and the projected assessments to be levied for the following year to be delivered to each Member at least forty-five (45) days prior to the end of the Association's fiscal year. The budget and the assessments shall become effective unless and until disapproved at a special meeting of the Members held on or before thirty (30) days after the proposed budget and assessments are mailed to the Members, by a vote of two-thirds (2/3) of the membership of the Association. In the event that the membership so disapproves the proposed budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new, acceptable

budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

#### **Section 4. Special Assessments.**

a. **Special Assessments.** In addition to the annual assessments established pursuant to Section 3 hereof, the Board of Directors of the Association may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board of Directors; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members who are in attendance and voting in person or by proxy at a meeting duly called for said purpose. The Board of Directors shall determine the date when such special assessment is to be paid.

b. **Individual Assessment.** The Association may levy an individual assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain its Parcel pursuant to the standards set forth in this Master Declaration, or to reimburse the Association for any damage to any Common Property caused by any Owner or its lessee or invitee, or for any other purpose permitted by this Master Declaration.

**Section 5. Date of Commencement of Assessments; Initial Annual Assessment; Due Dates.** The annual assessments provided for herein shall commence on the first day of the

Annual assessments shall be due, in advance, on or before the commencement of the year for which imposed; provided, however, the Board of Directors shall have the discretion to collect assessments in installments over the year for which imposed at such payment intervals as it shall determine. In the event of such deferred payments, the Board shall also be permitted to charge a uniform rate of interest upon the amounts from time to time remaining unpaid at any rate deemed appropriate by the Board; provided, however, such rate shall not exceed the statutory usury limit then existing. The Board may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

**Section 6. Certificate of Payment.** Upon request, the Association shall furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment

therein stated to have been paid. The Board of Directors may establish a reasonable fee to reimburse the cost of issuance of said certificate.

**Section 7. Effect of Non-Payment of Assessment.** If any assessment is not paid on the date when due, then such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the lands and improvements located thereon with respect to the ownership of which the assessment accrued which shall bind such lands and improvements in the hands of the then Owner, its heirs, successors, personal representatives and assigns. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage as hereinafter provided in Section 8. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest rate allowed by Florida law or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' fees, including court costs and attorney's fees upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought. Costs of collection shall include not only costs of a legal action or legal representation, but shall include costs incurred by the Association for collection. Each letter written by the Association for delinquent assessments shall be reimbursed at the same rate as a Certificate of Payment.

If it becomes necessary for the Association to file a claim of lien against any Parcel, a lien fee in an amount set by the Board of Directors may be charged by the Association. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

**Section 8. Subordination of the Lien to Certain Mortgages.** The lien of the assessments provided for by this Master Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Parcel in The Properties and held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any

private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities, or any of same constituting an institutional mortgage; provided, however, that a sale or transfer of any Parcel pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Parcel from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages hereafter placed upon the properties subject to assessment, and no mortgagee shall be responsible for the collection of assessments from an Owner.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL**

**Section 1. Architectural Control; AR.** All lands and improvements in The Properties are subject to architectural and environmental review. This review shall be in accordance with this Article and Granite Parke Planning, Construction and Development Criteria described below. No site work, landscaping, utilities extensions, drainage improvements, paving, parking areas, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Architectural Review (the "AR") as to consistency with Granite Parke's Planning, Construction and Development Criteria (the "Planning Criteria"), harmony of exterior design and materials, location in relation to surrounding structures, and drainage features and topography. The above approvals also shall apply to remodeling, re-painting, re-roofing and re-landscaping.

No Dwelling of one story with less than square feet conditioned and 2,700 square feet under roof, or with less than 1,000 square feet conditioned on the first floor, will be approved for GRANITE PARKE, a Planned Unit Development.

The ARC shall promulgate and revise from time to time the Planning Criteria for The Properties. The Planning Criteria shall be set forth in writing and made available to all builders doing business in The Properties, and to all Members and prospective Members of the Association. Each applicant for approval shall have the burden to

