

## **BEAVER GLEN SUBDIVISION**

Described as shown on a plat of survey of same prepared by Broxton Surveying Company dated July 6, 1979, recorded in Map Book 16, Page 184, Clerk's Office, Houston Superior Court.

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Beaver Glen Association, Inc. hereby declares that all the properties described above shall be held, used, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### **ARTICLE I Definitions**

Section 1: "Association" shall mean and refer to Beaver Glen Association, Inc., its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property herein-above described, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property herein-above described, and such property as is expressly added thereto by a written instrument executed and recorded, and is also brought into the jurisdiction of the Association.

Section 4: "Common Area" shall mean all real property owned by Beaver Glen Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association shall include, but shall not be limited to, "Greenbelt" areas as platted and shown in the subdivision plat herein-above described; "Planted Buffer" areas as shown on said plat; and shall include the club house, pool, and tennis court areas, and lands designated which surround same.

Section 5: "Lot" shall mean and refer to any plot of land shown on the aforesaid recorded subdivision map of the properties with the exception of the common area.

Section 6: "Costs" stated in these covenants are based on Fiscal Year 2020 dollars.

## ARTICLE II Residential Character of the Development

LAND USE AND BUILDING TYPE: No lot shall be used except for single-family residential purposes. The subdivision is not intended for short term rental dwellings. No short term rental of one month or less is permitted in the subdivision. No residential building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half (2 1/2) stories in height and a private garage or carport for not less than two (2) cars.

DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than One Hundred Fifty Thousand dollars (\$150,000), it being the intention and purpose of the covenant to assure that all dwellings shall be a quality of workmanship and material substantially the same or better than existing homes at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of a bi-level or multistory structure shall not be less than 1,500 square feet with a total of not less than 2,000 square feet; nor less than 2,000 square feet for a one story dwelling, the amount of square feet designated being exclusive of open porches and garages.

TEMPORARY BUILDING AND OCCUPANCY OR RESIDENTIAL USE OF PARTIALLY COMPLETED DWELLING HOUSES PROHIBITED: No outbuilding, garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residential purposes. No dwelling house constructed on any of said lots shall be occupied or used for residential purposes until it shall have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the Architectural and Environmental Control Committee hereinafter designated, and the decision of that committee shall be binding on all parties.

DILIGENCE IN CONSTRUCTION: The residence to be constructed on each lot in the subdivision shall be completed in a good and workmanlike manner, and shall be completed within six (6) months after the beginning of such construction. No improvement which has been partially or totally destroyed by fire or other catastrophe shall be allowed to remain on any lot in the subdivision, for more than three (3) months from the time of such destruction or damage.

MAINTENANCE OF LOTS AND IMPROVEMENTS THEREON: The owner of each lot in the Beaver Glen Subdivision shall at all times maintain said lots and any improvements situated thereon in such a manner so as to prevent said lot or improvements from becoming unsightly, and specifically such owner shall:

A. Mow said lot at such times, as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon.

B. Remove all debris or rubbish from said lot.

C. Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said lot.

D. Cut down and remove dead trees from said lot.

E. Where applicable, prevent debris or foreign material from entering Leisure Lake or,

F. When such debris or foreign material has entered Leisure Lake from said lot, to remove same immediately.

G. Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance so as to avoid same from becoming unsightly in appearance.

ASSOCIATION'S RIGHTS TO PERFORM OWNERS OBLIGATIONS HEREIN-UNDER: In the event that the owner of any lot in the Beaver Glen Subdivision shall fail to maintain said lot and any improvements situated thereon in accordance with provisions of these restrictions and any By-laws of the Beaver Glen Association (as herein-after referred) from time to time may be in effect, and which may be relevant to these restrictions, said Association shall have the right, by and through its agents or employees or contractors to enter upon said lot and repair or complete construction of improvements, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, conform to the requirements of these restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and shall be due and payable within thirty (30) days from the date of said expenditure, and same shall become a lien upon the property, and may be collected as other charges due the Association is collected as provided in the By-Laws of said Association. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage, which may result from any maintenance work performed hereunder.

DISPOSAL OF SEWAGE, SANITARY WASTE, AND SOLID WASTE: Sanitary sewage is provided to all lots within the subdivision; and no outside toilets shall be permitted, and no sanitary waste or other waste shall be permitted to enter Leisure Lake. No owner of any lot in the Beaver Glen Subdivision shall burn or permit the burning out-of-doors of garbage,

trash, or like household refuse, or solid waste of any type, nor shall any such owner accumulate or permit the accumulation of such refuse on his lot. By acceptance of a deed, owner agrees that any violation of this section constitutes a nuisance, which may be abated by the Association, in any manner provided in law or in equity. Further, the cost or expense of abatement (including court costs and attorney's fees) shall become a charge or a lien upon said lot, and may be collected in any manner provided by law or in equity for the collection of a liquidated debt, to include but not limited to, the provision for lien and collection of same as are other charges by the Association as herein-after provided. Neither the Association, nor any officer, agent, or employee of contractor thereon, shall be liable for any damage which may result from the enforcement of this section.

#### SETBACK REQUIREMENTS:

A. In General. Except as may be otherwise provided in these restrictions or on the plat, no dwelling house or above grade structure shall be constructed or placed on any numbered lot in the Development (except fences, the placement of which is provided for hereinafter) except as follows:

B. Front Yards. The front building setback line shall be a minimum of thirty-five (35) feet from the adjoining road right-of-way.

C. Side Yards. The side yard setback line shall be not less than ten (10) feet from the side line of the lot, except where said lot is a corner lot, and in such case the minimum side yard setback line shall be thirty-five (35) feet from the property line.

D. Rear Yards. If the particular lot abuts in the rear on a road, whether public or private, the minimum rear setback line shall be equal to one-half (1/2) of the right-of-way of said road. If the particular lot abuts on the rear on Leisure Lake, the minimum rear setback line shall be as shown on the recorded Plat Map (this line is marked with the abbreviation "B.L." on the Plat Map), in the event no rear B.L. is shown on the subdivision plat, then the provisions herein provided as to rear setback line of other lots shall apply. In all other cases, the minimum rear setback line shall be thirty-five (35) feet or twenty-five (25) percent of the depth of the lot, whichever is greater.

E. Definitions: "Side Line" is a lot boundary line that extends from the road on which the lot abuts to the rear line of side lot. "Rear Line" is the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

F. Cul de Sacs: If the particular lot abuts on a cul de sac, the front building setback line shall be on an arc the radius of which is equal to the radius of the cul de sac plus thirty-five (35) feet.

VEHICLE PARKING: No vehicle shall be parked on any street in the subdivision (see Warner Robins Code of Ordinances). No utility trucks or trailers shall be parked for overnight (or longer) storage on any lot in the subdivision, unless the same shall be parked in such a manner so that it is not visible to the occupants of other lots in the development, the users of any street in the development, or to persons upon Leisure Lake.

CONCEALMENT OF TRASH RECEPTACLES: Every outdoor receptacle for ashes, trash, rubbish or garbage, shall be installed at a location on the lot which shall be so placed so as not to be visible from any street or lake within the subdivision or adjacent to the subdivision, at any time, except at the times when refuse collections are being made. Receptacles are not to be placed on the curb until the night before scheduled collection, and are to be moved back into the concealed location the night of collection. Any fencing or screening required for said receptacle shall be approved by the Architectural and Environmental Control Committee hereinafter named.

RESTRICTIONS ON CONSTRUCTION: No improvement of any type shall be placed or allowed to remain on any lot in the subdivision unless the owner thereof shall have prior written approval of the Architectural and Environmental Control Committee hereinafter named. Said approval is required for any and all improvements to expressly include, but not limited to, the dwelling house to be constructed thereon, fences, garages, driveways, walkways, and all improvements whatsoever. Said approval shall not be unreasonably withheld.

LIMITED ACCESS: There shall be no access to any lot of the Beaver Glen Subdivision except from designated roads, drives, and walkways as shown upon the subdivision plat, and as approved by the Architectural and Environmental Control Committee. "Greenbelts" or other common areas shall not be used as a path or walkway and as a means of access so as to impose upon any lot within said subdivision, except when improved as such, but same shall be used for the aesthetic appearance and enjoyment of all owners within the subdivision, and shall be maintained as such by the Association. No motor vehicles of any type will be permitted on "Greenbelts" or other common areas.

GENERAL RESTRICTIONS:

A. No noxious, offensive, or unlawful activities shall be allowed on any lot in the Beaver Glen Subdivision, nor shall anything be done on any of said lots that shall be or become an unreasonable annoyance or nuisance to any owner of another lot within said subdivision.

B. Signs. Any signage displayed on residential lots shall be in compliance with the Warner Robins Code of Ordinances. Homeowners are asked to refrain from disturbing the residential environment or creating an unreasonable annoyance or nuisance to any owner of another lot within said subdivision.

C. Animals. No animal shall be kept or maintained on any lot in the subdivision, except household pets; and, in such case, such household pet shall be kept confined or attached to a leash so as not to be permitted to cross the property line of the owner of said animal, and so as not to become a nuisance to other owners within the subdivision.

D. Fences. All front, rear, and side yard fencing must be approved in writing as to the type and location of same by the Architectural and Environmental Control Committee prior to installation.

E. Grass and Shrubbery. The homeowner of each residential lot shall certify to the Architectural and Environmental Control Committee at the completion of any new dwelling construction that a minimum of Two Thousand dollars (\$2,000.00) cost to the owner or contractor has been expended in the landscaping, fertilizing and planting of grass and shrubbery on each lot within the subdivision. Said price shall not include the clearing and preparing of the lot for the construction of the improvements but shall be spent towards the finish work required in the landscaping, fertilizing, planting and nurturing of plants and grass on said lot, so as to provide landscaping which will enhance the appearance of said lot and said subdivision.

G. Antennas and Air-Conditioners. No outside radio or TV antenna nor any window air conditioning unit which may be visible from any street or roadway, or from Leisure Lake will be permitted without prior approval of the Architectural and Environmental Control Committee.

### ARTICLE III PROPERTY RIGHTS

Section 1: Amenities. Amenities to include common areas, and planted buffer areas shall be as depicted on the recorded plats of survey of Beaver Glen Subdivision, and subsequent sections of said subdivision to be recorded from time to time hereafter. Amenities, and all common areas to include planted buffer areas shall remain private. Ownership of amenities,

common areas, and planted buffer areas shall remain with the Beaver Glen Association, Inc. The Association will pay from its own funds the expense of maintaining all amenities.

Section 2: Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to every lot, subject to the following provisions:

A. The right of the Association to charge reasonable fees for the use of any recreational facility, clubhouse, etc. situated upon the Common Area.

B. The right of the Association to suspend the voting rights and right to use of the recreational facilities by any owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3's) of all members agreeing to such dedication or transfer present at a meeting called for this purpose has been recorded.

#### ARTICLE IV BEAVER GLEN ASSOCIATION, INC. PURPOSE, MEMBERSHIP AND VOTING RIGHTS

Section 1: There is established a Georgia non-profit corporation for the benefit of each and every owner of lots within the Beaver Glen Subdivision, a corporate association of owners for the purposes set forth in these covenants and for other purposes as are provided in the By-Laws of said Association, known as Beaver Glen Association, Inc.

Section 2. Every owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment.

Section 3. All owners shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be prorated and exercised equally between owners unless they among themselves determine otherwise, but in no event shall more than one vote be cast with respect for any lot.

Section 4: Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees shall be also a charge on the property and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, cost, and reasonable attorney's fees, shall be also the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them however same shall continue to be charge on the property.

Section 5: Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and amenities of Beaver Glen Subdivision, and of the home situated upon the Properties, and the obligation of Beaver Glen Association, Inc.

Section 6: Maximum Annual Assessment. The maximum annual assessment may not be increased each year more than 6% above the maximum assessment for the previous year without an aggregate vote of two-thirds (2/3's) of the members voting in person or by proxy, at a meeting duly called for this purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 7: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, The Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty percent (60%) of the aggregate votes of members who are voting in person or proxy at a meeting duly called for this purpose.

Section 8: Notice and Quorum for any Action Authorizing Increase in Assessments. Written notice of any meeting called for the purpose of taking any action to authorize increase in assessments shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At said called meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present,



another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. Only members of the Association sixty-one (61) days prior to any meeting called under the provisions of this paragraph are entitled to receive notice as herein provided.

Section 9: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots. The fiscal year shall be from July 1 through June 30 each year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by any officer of the association setting forth whether the assessment on a specified lot has been paid.

Section 10: Effect on Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 8 percent (8%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same and/or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 11: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Association Required to Contribute to Common Fund for Maintenance of Leisure Lake and Amenities of the General Development Known as Beaver Glen Association, Inc. Recognizing that Leisure Lake, and other recreation facilities and amenities inure to the benefit of all owners of property within said development, the By-Laws of Beaver Glen Association, Inc. will provide for the payment from dues and assessments collected by Beaver Glen Association, Inc. The total cost of maintenance of Leisure Lake and other amenities shall be prorated to the Beaver Glen Association on the basis of one multiplied by the number of lots in Beaver Glen Subdivision as applied to the total number of resident units which also have right of enjoyment and use in the said Leisure Lake and The Beaver Glen Association shall be liable for the

percentage pro-rata share of such maintenance costs. If payment is not made promptly when due, Beaver Glen Association, Inc. its successors and assigns in ownership of said lake may prohibit the use thereof by members of Beaver Glen Association, until same is fully paid. Resident units as used in this paragraph shall mean each lot subdivided for single-family construction.

## ARTICLE V ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE

Section 1: Membership. The Architectural and Environmental Control Committee will be composed of the officers of the Beaver Glen Association. A majority of the Committee may designate a representative to act for it.

Section 2: Powers of Committee.

A. Generally. No dwelling, building structure or improvement of any type or kind may be constructed or placed on any lot in the subdivision without the prior written approval of the Environmental Control Committee. Such approval shall be obtained only after written application has been made to said Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee and shall be accompanied by a complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon said lot and the location of the improvements proposed to be constructed or placed upon said lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior, materials proposed to be used, and any proposed landscaping, together with any other material or information which said Committee may require. All plans, drawings, etc., required to be submitted to said Committee shall be as the Committee may require. All such plot plans shall be prepared by either a registered land surveyor or engineer or architect. No grading of the lot shall be permitted without approval of the Committee.

B. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when: 1. The plans, specifications, drawings or other materials submitted are themselves inadequate or incomplete, or show the purposed improvement to be in violation of these restrictions; 2. The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent building or structures; 3. The proposed improvement, or any part thereof, would in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of the owners of other lots in the Development.

C. Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application thereof would result in unnecessary hardship. Provided, however, that any such variance or adjustment is granted in conformity with the general intent and purposes of these Restrictions; and, that the granting of a variance or adjustment will not be materially detrimental or injurious to other lots in the subdivision.

D. Power to Charge Fees. The Committee may, if it deems the same to be reasonably necessary for the accomplishment of its duties and responsibilities, assess a fee not to exceed \$35.00, for considering the application of any owner under this Section. However, when a determination has been made that a fee should be charged, it shall be uniformly charged to all applicants, and all funds collected shall be paid to the Beaver Glen Association.

Section 3: Duties of Committee. The Committee shall approve or disapprove of proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons for such refusal.

Section 4: Liability of Committee, etc. Neither the Committee nor any agent thereof, nor the Beaver Glen Association, shall be responsible for any defects in any way in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Section 5: Duty of Inspection. To the extent that inspection of improvements constructed is not provided for by appropriate governmental agencies, it shall be the duty of the Committee to inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

Section 6: Compensation to Members. Reasonable time charges and expense of the members of the Committee shall be paid by the Beaver Glen Association. However, same will not exceed the fee charged and collected relative to any application as provided in Section 2(D) above. At no time will the Beaver Glen Association be liable to the Committee or its members beyond the application fees charged and collected as herein provided.

## ARTICLE VI GENERAL PROVISIONS

Section 1: Enforcement and Remedies:

A. The Association or any party to whose benefit these restrictions inure may proceed at law or in equity to prevent the occurrence or continuation of any violation of these restrictions; provided, however, that the Association shall not be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

#### Section 2: Effect of Grantee's Acceptance of Deed, etc.

A. The Grantee of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purpose thereof, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, they do covenant and agree and consent to and with the Association and to and with the grantees and subsequent owners of each of the lots affected by these restrictions to keep, observe, comply with and perform such Restrictions and agreements.

B. Each such person also agrees, by such acceptance of a deed or execution of a contract for the purchase thereof, to assume all of the risks and hazards of ownership or occupancy attendant to such lot, including, but not restricted to, its proximity to Leisure Lake and the allowed use and enjoyment thereof. And further, each owner by the acceptance of this deed does covenant and agree to hold harmless and forever defend the Association from any and all claims for damage to property and injury to persons occasioned by the owner, and owners' family, guests and invitees, and all persons whomsoever claiming by or through the owner, resulting from the owners permitted use of Leisure Lake and the recreational facilities and common areas provided for the use and enjoyment by the Beaver Glen Association.

Section 3: Titles, etc. The titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

Section 4: Duration. The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2030, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part in accordance with Section 7.

Section 5: Severability. Every one of the Restrictions is hereby declared to be independent of and severable from the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of other Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

Section 6: Annexation. Additional sections of the Beaver Glen residential subdivision, together with additional common areas and amenities, if any may be annexed to the properties herein described in Article 1, Section 3 of these covenants, which said section describes the properties. Provided, however, that any properties annexed hereto shall be subdivided as a residential subdivision, and the owners of said lot shall be subject to the same covenants, conditions, and restrictions as are required of owners in the Beaver Glen Subdivision as are set forth in this instrument.

Section 7: Amendment. This Covenant may be amended only upon the written consent of a majority of all owners of lots within said subdivision present at a meeting called for this purpose.