

ARTICLE V

WAIVER OF SETBACKS, LOCATION AND SIZE OF IMPROVEMENTS ON LOTS.

The Developer is hereby authorized and fully empowered to waive compliance with, approve or ratify in the construction or alteration of any building or other structure upon the Real Property, on in the use, and failure to use, any of the Real Property and subject hereof, any and all minor violations of any of the requirements set forth in these covenants, if, in the opinion of the Developer, the same shall be necessary to prevent undue hardships because if in the opinion of the Developer, such violation or violations will cause no substantial injury to any other property owner. The waiver, approval or ratification by the Developer in accordance with terms of this Paragraph shall be binding upon all persons and the powers of waiver herein conferred upon the Developer shall be construed liberally so as to affect any matters or things included within the terms and conditions of these covenants. After the Developer has withdrawn these powers shall vest in the Executive Committee of the Homeowners Association.

ARTICLE VI

HOMEOWNERS ASSOCIATION AND MAINTENANCE CHARGES

The Developer has or shall incorporate under the laws of the State of South Carolina a non-profit corporation known as "The Fox Ridge at Pebble Creek Homeowners Association, Inc." (sometimes in this agreement called "The Homeowners Association") for the purpose of administration of some of the functions of these covenants, and of collecting and disbursing the maintenance charges hereinafter provided, to-wit:

6.1 Membership. Subject to the provisions of its By-Laws to the contrary, every person or entity who is a record owner of a fee or an undivided fee interest in any Numbered Lot in Fox Ridge at Pebble Creek Subdivision shall be a member of The Fox Ridge at Pebble Creek Homeowners Association, Inc., subject to such voting rights as are provided in the Articles of Incorporation and By-Laws thereof; provided, however, that any person or entity who holds such an interest merely as security for the performance of an obligation shall not be a member.

6.2 Maintenance Charges. All Numbered Lots shown on the recorded Plat shall be subject to an annual assessment at the rate to be determined by the Homeowners Association not exceeding \$144.00 per annum, unless changed by a majority vote of all Members of Homeowners Association. Said assessment shall be divided into monthly payments and shall be due and payable on the first day of each month, and may be adjusted, either by decreasing the same or increasing the same by a majority vote of the Members of the Homeowners Association. Provided, however, that no lot while the same is owned by the Developer or contractor who is or intends to use the same for the purposes of construction of a residence to be resold to third parties shall be subject to the assessments herein provided. All sums are payable to the Homeowners Association and shall be administered by the officers, members and