

may be cast. It is clearly understood that any water and sewer system or Golf course or Club facility that may be installed shall not be subject in any way to the provisions of these restrictions, except as they provide for easements for such utilities, same shall be owned independently by private corporations.

4c. (Raintree Country Club)

All lot owners have a non-transferable right to and shall be deemed social members of any country club or golf course constructed on property heretofore owned by RAINTREE PLANTATION, INC., subject to their payment of dues and user charges. Such membership can be modified or terminated by the owner or governing body of the Club or Golf Course. No dues schedule termination or modification shall be reviewable by any Court or Government Agency. Annual dues as established solely by such Club or Golf Course may be collected by Grantor and turned over to the Club or Course. If any lot owner fails or refuses to pay said dues, all lots owned by the individual will lose all rights to be a member. In addition, all unpaid and delinquent dues presently set at \$120.00 shall be treated as unpaid assessments and shall become a lien on said lot and enforceable the same as unpaid assessments with any penalties as provided herein.

4d. (Restrictions Enforcability)

These restrictions are enforceable by Raintree Plantation Property Owners Association, Inc., or its assigns or by any other lot owners or Lessee in the subdivision.

5. RESTRICTIONS RELATING TO TRASH COLLECTION.

5a. (Solid Waste)

To promote the general welfare at Raintree, reduce road damage and solid waste expense, Raintree Property Owners Association requires universal solid waste collection and authorizes the Board of Directors to contract with one or more contractors for collection of single family residential solid waste and recyclable waste.

5b. (Solid Waste cont.)

Solid waste is unwanted or discarded waste materials in a solid or semisolid state, including but not limited to garbage, rubbish, and the like.

5c. (Solid Waste cont.)

All residential solid waste shall be stored in containers. Containers shall be leakproof, waterproof, and fitted with a fly-tight-lid and shall be properly covered at all times except when depositing waste therein or removing the contents thereof. The containers shall have handles, bails or other suitable lifting devices or features. They shall be of sturdy construction. If the trash hauler company does not provide a container which has been approved by the Property Owners Association Board of Directors, the following containers may be used; galvanized metal containers or rubber, fiberglass, or plastic containers which do not become brittle in cold weather. Other trash containers must be approved by the Property Owners Association Board of Directors.

5d. (Solid Waste Contract)

The Board shall provide the collection of all residential solid waste at Raintree by contracting with a person, corporation, county, or city or combination thereof, for all of Raintree as deemed to be in the best interest of Raintree. No owner shall have the right to separately contract with any waste hauler to remove residential solid waste in Raintree.