

emergency dictates otherwise) to enter upon that portion of the affected Lot covered by the Maintenance Easement described herein to make repairs to his residence which cannot practically or economically be made from other portions of his Lot, and such Owner shall save, defend, indemnify and hold harmless the Owner of the adjacent Lot from and against any and all damages or destruction caused to shrubbery, trees and other foliage or to any personalty, fixtures, fencing or other improvements, planted, placed or constructed on the affected Lot within the Maintenance Easement area and the Exclusive Use Easement area, in the exercise of such Owner's limited rights with respect to the area of the affected Lot covered by the Maintenance Easement as herein described.

## ARTICLE VII

### PROTECTIVE COVENANTS

7.1 **Residential Purpose Only.** Each Lot and Dwelling Unit shall be used exclusively for single-family residential purposes only. No building or structure intended for or adapted to business purposes, and no apartment house, double house, lodging house, rooming house, hospital, sanitarium, or other multiple-family dwelling shall be erected, placed, permitted or maintained on any Lot, or on any part thereof. No improvement or structure whatever, other than a private Dwelling Unit, patio walls, swimming pool, and customary outbuildings, garage, servants' quarters or guest house may be erected, placed or maintained on any Lot. All parking spaces shall be used exclusively for the parking of passenger automobiles, except as expressly permitted in Section 7.6.

7.2 **Rubbish, Etc.** No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

7.3 **Animals.** No animals, reptiles, livestock, poultry or birds of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, not to exceed a total of four such animals, provided that they are not kept, bred or maintained for any commercial purpose. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old. Horses, reptiles, ponies, goats, sheep, hogs, pigs, monkeys, chickens, ducks, peacocks, pigeons, and guinea fowl shall not be deemed as household pets and are expressly prohibited. Notwithstanding the foregoing, however, no individual dogs or other animals deemed by the Board in its sole discretion to be dangerous to persons or other animals shall be raised, bred or kept on any Lot.

7.4 **Development Activity.** Notwithstanding any other provision herein, Declarant and its successors and assigns shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of Lots within the Property.

7.5 **Signs and Picketing.** No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Dwelling Unit, fence or other improvement upon such Lot so as to be visible from public view except the following:

(a) **For Sale Signs.** An Owner may erect one (1) sign on his Lot, not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of such Lot advertising the property for sale.

(b) **Declarant's Signs.** Declarant may erect and maintain a sign or signs deemed reasonable and necessary for the construction, development, operation, promotion, leasing and sale of the Lots.

(c) **Builders' Signs.** Any Dwelling Unit Builder may utilize one professional sign, as approved by the NCC, (of not more than five (5) square feet in size) per Lot for advertising and sales promotion of such

Dwelling Unit. The Builder(s) may also erect a monument type sign on its model Lot(s) not to exceed forty (40) square feet in size.

(d) **Political Signs.** Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than thirty (30) days in advance of the election to which they pertain and shall be removed within ten (10) days after such election.

#### 7.6 **Parking and Prohibited Vehicles.**

(a) **Parking.** Vehicles shall be parked only in the garage or driveway serving the Dwelling Unit, or in such other paved areas as have been approved by the Board of Directors for parking vehicles. A maximum of two (2) occupant vehicles may be parked outside of the garage, if any, serving the Dwelling Unit. For purposes of this provision, a vehicle shall be considered an "occupant vehicle" if it is parked on the Lot, four (4) or more hours per day, four (4) or more days in any seven (7) day period. The Board of Directors may authorize on-street parking on a temporary basis for visitors and guests, subject to reasonable rules and regulations. No garage shall be modified or otherwise used so as to reduce its capacity for parking vehicles below that originally approved by the NCC. Notwithstanding the foregoing, however, a Builder may temporarily convert a garage into a sales or construction office, provided that the garage is converted back to a garage within thirty (30) days after cessation of construction and sale of new homes within the Property by such Builder. Garage doors visible from any street within the Property shall remain closed except during ingress or egress or when the garage is actively being used by the Owner or occupant.

(b) **Prohibited Vehicles.** Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Stored vehicles and vehicles which are either obviously inoperable or do not have current licenses shall not be permitted on the Property except within enclosed garages. Notwithstanding the foregoing, vehicles that become inoperable while on the Property must be removed within seventy-two (72) hours thereof. For purposes of this Section 7.6(b), a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property for such period of time as is reasonably necessary to provide service or to make a delivery to a Dwelling Unit or the Common Property. Any vehicle parked in violation of this section or parking rules promulgated by the Board may be towed.

7.7 **Commercial or Institutional Use.** No Lot, and no building erected or maintained on any Lot, shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes. Home offices are permitted within the zoning rules and regulations imposed by the City.

7.8 **Mailboxes.** Mailboxes, house numbers and similar matter used in the Property must be harmonious with the overall character and aesthetics of the community. All mailboxes must be constructed and maintained in accordance with standards to be established by the Architectural Committee.

7.9 **Detached Buildings.** No detached accessory buildings, except for detached garages, shall be erected, placed or constructed upon any Lot without the prior consent of the Architectural Committee.

#### 7.10 **Fences.**

(a) No fence, wall or hedge shall be erected, placed or altered on any Lot without the approval of the Architectural Committee. All clotheslines, wood piles, tool sheds, air-conditioning equipment, sanitation facilities or other service facilities must be enclosed with fences, walls or landscaping, as may be required by the Architectural Committee, so as not to be generally visible by the public unless otherwise approved by the Architectural Committee in writing.

(b) The Architectural Committee shall promulgate specific Design Guidelines governing the composition and location of screening walls, fences and hedges to be located upon Lots. Screening walls shall be incorporated into and be harmonious with the overall landscaping plan developed for the Property.

(c) No chain link, wire or open fencing other than approved wrought iron style fencing shall be erected on a Lot if it is visible from the street along the front or side of any Dwelling Unit.

(d) The foregoing restrictions shall not be applicable to the construction or erection of any fence, wall or hedge on any Lot or the Common Property by Declarant or Builder(s).

**7.11 Antennae, Satellite Dishes and Solar Collectors.** No Owner may erect or maintain a television or radio receiving or transmitting antenna, satellite dish or similar implement or apparatus, or solar collector panels or equipment upon any Lot unless (a) such apparatus is erected and maintained in such a way that it is screened from public view at a point in the center of the public street right-of-way directly in front of the Dwelling Unit erected on such Lot, and (b) the Owner has received the prior written approval from the Architectural Committee to the size, location and screening of such apparatus.

**7.12 Chimneys.** All exterior fireplace chimneys shall be architecturally compatible with the principal finish material of the exterior walls of the Dwelling Unit or as otherwise approved in writing by the Architectural Committee.

**7.13 Clotheslines.** No clotheslines shall be erected or installed and no clothing, linens or other material shall be aired or dried so as to be visible from the street.

**7.14 Window Treatment.** No aluminum foil, reflective film, signs or other offensive treatment, as determined by the Architectural Committee, shall be placed on windows or glass doors.

**7.15 Temporary Structures.** No temporary structure of any kind shall be erected or placed upon any Lot. No trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building, other than the residential structure to be built thereon, shall be placed on any Lot, either temporarily or permanently, and no residence house, garage or other structure appurtenant thereto, shall be moved upon any Lot from another location; except, however, that Declarant reserves the exclusive right to erect, place and maintain, and to permit builders and Owners to erect, place and maintain such facilities in and upon the Property as in its sole discretion may be deemed necessary or convenient during the period of and in connection with the sales of Lots, construction and selling of residential structures and constructing other improvements on the Property. Such facilities may include, but not necessarily be limited to, a temporary office building, storage area, signs, portable toilet facilities and sales office. Declarant and Builders of residential structures on Lots shall also have the temporary right to use a residence situated on an Lot as a temporary office or model home during the period of and in connection with construction and sales or leasing operations on the Property, but in no event shall a Builder have such right for a period in excess of one (1) year from the date of substantial completion (as defined by the American Institute of Architects) of his last residential structure on the Property.

**7.16 Trash Receptacles and Collection.** All trash receptacles shall be screened by fences or shrubbery so as not to be generally visible by the public, unless otherwise approved by the Architectural Committee in writing. Each and every Owner shall observe and comply with any and all regulations or requirements promulgated by the applicable governmental authority, and/or the Association, in connection with the storage and removal of trash and garbage. All Lots shall at all times be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage, or waste matter shall be kept in adequate containers which shall be constructed of dark green plastic no larger than 35 gallons, with tightly-fitting lids, or as furnished by the City, and which shall be maintained in a clean and sanitary condition. No Lot shall be used for open storage of any materials whatsoever, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which these materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. No garbage, trash, debris, or other waste matter of any kind shall be burned on any Lot. All woodpiles, yard equipment and other similar items shall be located or screened so as to be concealed from view of neighboring Dwelling

Units, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the Property and shall not be allowed to accumulate thereon.

7.17 **Swimming Pools.** No above-ground swimming pools shall be permitted.

7.18 **Truck Parking Limits.** Trucks or other vehicles exceeding (with attached trailers) twenty (20) feet in length shall not be permitted to park overnight on the streets, driveways or on any Lot.

7.19 **Utilities.** Dwelling Units shall be connected to the water and sewer lines as soon as practicable after same are available at the Lot line. No privy, cesspool or septic tank shall be placed or maintained upon or in any Lot. The installation and use of any propane, butane, LP Gas or other gas tank, bottle or cylinder of any type, shall require the prior written approval of the Architectural Committee. All telephone, electric, cable or other service lines shall be installed underground and shall meet all requirements of the applicable governmental authority.

7.20 **Paint.** All painted or stained improvements and other painted or stained structures on each Lot shall be repainted by the Owner thereof at the Owner's sole cost and expense as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such Lot or Dwelling Unit. The approval of the Architectural Committee otherwise required for improvements under Article VIII, shall not be required for such repainting so long as neither the color scheme nor the arrangement of the colors of any improvements, nor the color of any paint thereon is altered.

7.21 **Athletic Facilities.** Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Committee. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed within forty feet (40') from the front property line of any Lot in the subdivision, without the prior written consent of the Architectural Committee.

7.22 **Quiet Enjoyment.** No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. No loud speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Dwelling Unit. The use and discharge of firecrackers and other fireworks is prohibited within the Property.

7.23 **Air Conditioning Units.** Any air conditioning unit installed on a lot shall be located or screened so as not to be visible from any street within the Property.

7.24 **Lighting.** Except for traditional holiday decorative lights, which may be displayed for two (2) months prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved by the Architectural Committee.

7.25 **Exterior Sculpture, and Similar Items.** No exterior sculpture, fountains, flags, birdhouses, birdbaths, other decorative embellishments or similar items shall be permitted unless approved by the Architectural Committee.

7.26 **Business Use.** No garage sale, moving sale, rummage sale or similar activity unless sanctioned by the Association, and no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Unit may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent

with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Dwelling Unit shall not be considered a trade or business within the meaning of this Section 7.26. This Section 7.26 shall not apply to any activity conducted by the Declarant or conducted by a Builder with approval of the Declarant, with respect to its development and sale of the Property or its use of any Dwelling Units which it owns within the Property, including the operation of a timeshare or similar program.

**7.27 Traffic Sight Areas.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the Street shall be permitted to remain on any corner lot within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Lot.

**7.28 Mineral Production.** No oil drilling, oil development operations, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted upon any Lot.

**7.29 Exterior Noise.** No exterior loud speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot.

**7.30 Garages.** Garage doors may not be kept open for extended periods of time. Garage doors which are damaged or not kept in working order may be fixed by the Association and the Association may then exercise its rights to pursue reimbursement from the homeowner.

**7.31 Lot Grading and Positive Drainage.** Each Owner is responsible for maintaining the grade of its Lot according to the grade and elevations contained in the plans for the Property approved by the City on April 4, 2006. All landscaping improvements installed by the Owner must provide for positive drainage as detailed in the approved plans. The Association is empowered to enter a Lot and correct, at the Owner's expense, any grades which have been altered by Owner.

## ARTICLE VIII

### ARCHITECTURAL AND CONSTRUCTION RESTRICTIONS

**8.1 Type of Residence.** Only one detached single family Residence, not more than two stories shall be built or permitted on each Lot. All Residences shall have either an attached or detached enclosed garage. Carports on Lots are prohibited. No structure shall be moved from another location onto any Lot. All Residences and all improvements thereon including, but not limited to, fences, mail boxes, driveways and sidewalks must be kept in good repair and must be painted or stained when necessary to preserve their attractiveness. Any change in the color of the paint on a Residence must be approved by the Architectural Committee.

**8.2 Living Area Requirements.** The gross square footage of any single family Residence constructed on a Lot shall be not less than one thousand six hundred (1,600) square feet, exclusive of porches and garages.

**8.3 Location of Residence on Lot.** Each Residence located on a Lot in the Property shall be sited on the Lot to be within the setback parameters included in the zoning ordinance applicable to the Property (the "Zoning Ordinance"). In all instances regarding conflicts between this document and the Zoning Ordinance, the more restrictive of the two (2) requirements shall prevail.