

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.

8.4 **Repetitive Elevations and Materials.** No Residences using the same or substantially the same elevation, as defined by the Architectural Committee, may be built within two (2) homes of either side of the Residence, or within two (2) homes on either side of the Residence directly across the street.

8.5 **Building Materials; Type of Construction.** Unless otherwise approved by the Architectural Committee, at least seventy five percent (75%) of the total exterior area of all Residences, and one hundred (100%) percent of the first story exterior walls which are carried by the foundation, excluding gables, windows, light wells, and door openings must be of masonry, stucco or brick veneer. All the exterior walls supported by the foundation, which directly face a public street will be 100% masonry, stucco, stucco board, or brick veneer. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Architectural Committee. Every garage and accessory building (except a greenhouse) shall correspond in style and architectural and exterior building materials with the dwelling to which it is appurtenant. Notwithstanding the foregoing, the Architectural Committee is empowered to waive this restriction, if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood. Exterior wall materials used on all Lots shall be restricted to those types and colors of materials approved by the Architectural Committee.

8.6 **Driveways, Sidewalks, and Leadwalks.** Builder shall provide and install, at its own expense, driveway approaches in conformance with all applicable regulatory requirements. For any break in the concrete curb along streets, Builder agrees to "saw-cut" the concrete curb and street slab when constructing such break in conformance with City rules and regulations. Owner shall maintain at Owner's expense the driveway to the street occasioned by connecting the driveway thereto. All driveways, sidewalks and leadwalks must have an approved exposed aggregate finish, or other enhanced finish, as approved by the Architectural Committee, except where prohibited by City ordinance. Leadwalks must not exceed three and one-half (3.5) feet in width unless a masonry or other enhanced finish border is used for a width not to exceed a total of five (5) feet. Leadwalks within the public right-of-way must not exceed five (5) feet in width unless a masonry or other enhanced finish border is used for a width not to exceed a total of six (6) feet.

8.7 **Roof Material.** As approved by the Architectural Committee, roofs, of all residences shall be constructed so that the exposed material is a uniform asphalt or composition type shingles of No. 240 or heavier weight with a designated community profile and colors. Bay windows located on front elevations, or side elevations facing a street, which require an independent roof may have a metal roof.

8.8 **Maximum Height.** No building or structure erected, altered or placed on, within or in the Property shall exceed forty feet (40') in height (measured from the top of the foundation to the topmost part of the roof) nor be more than two (2) stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

8.8 **Garages.** A garage must be constructed and maintained to accommodate at least two (2) full-sized automobiles for each Dwelling Unit. Unless the garage is swing or side loaded, the face of garage doors must be setback a minimum of one (1) foot behind the front elevation of a residence, or as otherwise approved by the Architectural Committee. Each driveway must accommodate two vehicles in front of the garage for off-street parking requirements. No garage shall be permanently enclosed for conversion to any other use. Open carports are not permitted.

8.9 **Landscaping.** All yards from the back of the street curb to the face of a residence or side yard privacy fence, must be sodded within one month after occupancy of the house. All front yards, side yards and rear yards must be 100% sprinkler irrigated within one month after occupancy of the house. Side yards on corner lots must be irrigated sodded the full length of the property line adjacent to the street within one month after occupancy of the house. After sodding, all yards must be maintained with grass or landscaping in a neat and well mown condition, free of unsightly weeds and overgrowth. **EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY OR FITNESS FOR INTENDED PURPOSE OF ANY TREES OR SHRUBS LOCATED ON THE PROPERTY.** Each front yard will have a minimum of one tree, side yards facing a public street will require an additional two trees, of a species determined by the Association, of not less than 4.5 inches in caliper as measured 12 inches from the base of the tree. These trees will be a designated "Street

Trees” and planted by the Builder according to the “Master Street Tree Plan” as approved by the Architectural Committee. Street Trees will be planted on regular centers between the street curb and the sidewalk. A second front yard tree (if required by zoning) located between the sidewalk and the front of the Dwelling Unit may be an ornamental tree of not less the fifteen (15) gallons in size and of a species approved by the Architectural Committee. The Architectural Committee may specify smaller trees on a species specific basis.

8.10 Landscape Maintenance. The Association will maintain all landscaping found in the front yards of individual Residences, Common Areas, and areas between the back of curb extending to a side privacy fence of a corner Lot with the following exceptions: The Association will not be responsible for the maintenance or planting of shrubs, trees or seasonals nor the replacement of dead plants within privately owned front or side yards. The Owner shall be responsible for adequately watering all landscaped areas. The cost of the landscape maintenance will be included in the Association fees in an amount and manner determined by the Board under Section 4.3.

8.11 Fences. All residences must comply with the following fence requirements. All fences facing a public street shall be built with the finished side facing the public street and, if constructed of wood, shall be **treated on both sides** with “Wollman Brand, Cedar Tinted Preservative” or an equal quality stain. Notwithstanding the foregoing, all fence stain must be approved by the Architectural Committee prior to use. Side yard fences facing a street **must be built a minimum of one and one-half (1½) feet behind the public sidewalk.**

General fence requirements are as follows:

General Fence Requirements		FRONT FENCE (c)		SIDE FENCE			REAR FENCE			
		Corner lot	Non-corner lot	Corner lot street side	Zero side	Creek or Common area lot	Interior lot	Perimeter lot	Creek or Common area lot	Alley lot
		(a)(f)		(a)(f)	(d)		(b)	(g)	(e)	(h)
Style	Board on Board Only									
	Standard or B on B				X		X			X
	Straight Top or Dog Ear				X		X			X
	Straight Top only									
	Treated									
	Wrought Iron	X	X	X						
Matl	Metal Fence only	X	X	X		(e)			(e)	
	Cedar or Spruce				X		X			X
	Cedar only									
	Wood or Metal Posts				X		X			X
	Metal Posts only									
Height	4 ft or 6 ft	X		X						X
	6 ft only		X		X		X			

- (a) Front and side fences facing a public way on corner Lots must intersect at forty-five (45) degrees to form a clipped corner of not less than six (6') feet in length.
- (b) Rear privacy fences must be built by the first Residence built on two back to back Lots. The finished side of rear fences will face “north.” or “east”, unless the fence is on a retaining wall that is 2 feet high or higher, then the finished side of the fence will face the low side of the retaining wall.

- (c) Front privacy fences extending perpendicularly from a Residence to the adjacent Residence must be located behind the front façade of both Residences to which it is/or will be attached to. At least a 5 foot setback is preferred.
- (d) Fences on the "zero" side of a Residence will be built with that residence with the finished side facing the adjacent Lot.
- (e) All Lots abutting a creek or other Common Property will have front and side fences as described above. However, no wood privacy fence or other structure may come within 10 feet of the Lot-line abutting a creek or Common Property. A metal fence may connect to the side privacy fence and run along the back of a Lot. This metal fence will be painted black (or approved community color), have 1/2 inch square pickets set on 4 inch centers, and be built with 1 inch top and bottom rails.
- (f) Corner Lots are not required to have side fences or front fences facing the corner streets.
- (g) Perimeter fences must match perimeter fences installed by the Declarant (or the Builder).
- (h) Fences facing an alley will be built with the finished side facing the alley

8.12 Retaining Walls. All retaining walls will consist of "milsap rock" or as designated by the Architectural Committee. Privacy fences must be built a minimum of 1 foot behind the top of the wall to allow for the planting of a climbing/cascading type groundcover by the downhill Lot Owner.

8.13 Lot Consolidation. Any Owner owning two or more adjoining Lots or portions of two (2) or more such Lots may, with the prior approval of the Architectural Committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one Residence and such other improvements as are permitted herein, provided, however, that no such building site shall contain less than the square foot area equal to the average size of Lots in the Property as shown on the Final Plat. Any consolidated Lot shall comply with all lawful requirements of any applicable statutes, ordinance or regulation. On application by an Owner, the Board of Directors may adjust the assessments on a consolidated Lot to an amount not less than the full assessment rate for a single Lot. Absent such adjustment, a consolidated Lot shall bear the full assessment rate theretofore applicable to all Lots which are not consolidated.

8.14 Utility Connections and Fees. Each Builder shall construct, furnish or install all on-site utility extensions, including without limitation, water and sewer extensions, from the point of connection adjacent to the perimeter of the Lot to any portion of the Lot. Each Builder further agrees to pay any utility deposit or charge, including any connection, tap or inspection fee, for water, sewer, electrical, gas, telephone, cable television, or utility service for the Lot or any part thereof and any costs or charges for meters for utility service.

8.15 Compliance with Laws. Construction of improvements on each Lot must comply with the current building code published by the Congress of American Building Officials and all applicable local building codes that are enforced by governmental agencies. Each Builder is responsible for applying for and obtaining all applicable governmental permits and other approvals, including payment of all fees for those permits and other approvals.

8.16 Care During Construction. Each Builder shall take all reasonable precautions to minimize interference with traffic and to protect the general public and residents of the Property, from injury from movement of vehicular traffic in connection with construction of each Lot. In addition, to, and without limiting the generality of the foregoing, each Builder agrees to perform the following:

(a) **Storage of Building Materials.** Building materials stored on a Lot will be kept in a neat condition so as not to detract from the appearance of the neighborhood and so as to give the visual impression from adjacent streets of a clean, orderly work site.

(b) **Scrap Materials and Trash.** Builder agrees to keep scrap materials and trash produced in connection with the construction of a house on a Lot confined to a particular area of such Lot. Trash will be placed in a wire mesh, or solid container, within such area at the end of each work day and removed from the Lot frequently enough so that trash does not overflow from such container.

(c) **Clean Roads and Utilities.** Builder agrees to keep pedestrian and road rights-of-way and drives, and other property, generally clean and clear of equipment, building materials, dirt, debris and similar materials. Builder further agrees to maintain in good functional condition, storm water pollution prevention materials adequate to comply with guidelines promulgated by the Environmental Protection Agency. During the period of home construction, all trades must enter and leave via designated trade Entrance/Exit as determined by the Board.

(d) **Maintenance.** Builder agrees to keep the interior and exterior of all improvements constructed on a Lot in good working condition and repair. Without limiting the generality of the foregoing, Builder agrees to promptly replace any glass, paint, roof materials, bricks, stone or other exterior building materials on any houses which are damaged by construction activities.

ARTICLE IX

ARCHITECTURAL STANDARDS

9.1 Approval Required; Procedures.

(a) No Improvements or any other structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article IX, until the requirements below have been fully met, and until the approval of the appropriate committee has been obtained pursuant to Sections 9.2 and 9.3 below. Such Improvements include but are not limited to the construction or installation of sidewalks, driveways, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until two (2) copies of the plans and specifications and related data (including, if required by the NCC or the MC, as applicable, a survey showing the location of trees of six (6) inches in diameter at a height of four (4) feet above ground and other significant vegetation on such Lot) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the appropriate Architectural Committee as to the compliance of such plans and specifications with the Design Guidelines as may be published by the Architectural Committee from time to time including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the appropriate Architectural Committee, and the other copy shall be returned to the Owner marked "approved," "approved with conditions as noted," or "disapproved." Notwithstanding the foregoing, no permission or approval shall be required to paint in accordance with an originally-approved color scheme, or to rebuild in accordance with the originally-approved plans and specifications. The Architectural Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. The NCC may grant an approved Builder a "Master Approval of Plans," and waive the requirement for a tree survey. Plans which have been "Master Approved" may be built without additional approvals by the Architectural Committee providing the rules regulating repeating elevations or materials are followed.

(b) Following approval of any plans and specifications by the appropriate Architectural Committee, representatives of the appropriate Architectural Committee shall have the right, but not the obligation during reasonable hours to enter upon and inspect any Lot with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the appropriate Architectural Committee shall determine that such plans and specifications have not been approved or are not being complied with, the appropriate Architectural Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the appropriate Architectural Committee fails to approve or disapprove in writing any proposed plans and specifications within fifteen (15)