

ARTICLE VI  
Use and Development Restrictions

6.01 Use Restrictions. Except as otherwise provided to the contrary in Section 5.13 above and in this Section 6.01, each Lot and Dwelling shall be used for single family residential purposes only allowing only one unrelated person to the Owner to live in the Dwelling, and no trade or business of any kind may be carried on in or from any Lot or Dwelling; provided, however, that any Additional Property may be used for attached or detached town houses, condominiums, cooperatives, duplexes, zero lot line homes, and cluster or patio homes for residential dwelling purposes. The use of any portion of a Dwelling as an office by an Owner shall not be considered a violation of this covenant if such use does not create regular customer, client, or employee traffic. The leasing or rental of a Dwelling for residential purposes only shall not be considered a violation of this covenant so long as the lease (a) is for not less than the entire Dwelling, and (b) is otherwise in compliance with the rules and regulations promulgated and published from time to time by the Association; provided, however, that Developer shall have the perpetual right to designate from time to time any Dwellings owned by Developer, its successors and assigns, which may be leased for such periods of time as Developer may determine. Notwithstanding anything provided in this Section 6.01 to the contrary, the Property or any portion thereof, including, specifically, any Lots constituting any portion of the Property, may be used and developed for (i) any of the uses included in the definition of Common Areas and (ii) any uses permitted under applicable zoning ordinances affecting the Property; provided, however, that in the event any portion of the Property is to be developed or used for any purpose other than Common Areas, single-family residential purposes, or any of the residential uses authorized above for Additional Property, then such use must be approved in writing by the ACC.

6.2 ACC Approval. No Dwellings or other Improvements of any nature whatsoever shall be constructed on any Lot or Dwelling unless such Dwelling and/or Improvements have been approved by the ACC in the manner set forth in Article V above.

6.3 Underground Utilities. All utility lines, pipes, conduits, and wiring for electrical, gas, telephone, water, sewer, cable television, security, and any other utility service for any portion of the Property shall be installed and maintained

below ground.

#### 6.4 Building Setbacks.

(a) Subject to the provisions of Section 6.05 below, minimum building setback lines for all Dwellings shall be established either (i) by the ACC, (ii) on the recorded subdivision plat for the subdivision of which such Lot is included (which may vary for each phase of development), or (iii) in the deed from Developer to the Owner of such Lot.

(b) No Dwellings shall be built within the setback areas established in accordance with any of the procedures specified in Section 6.04(a) above. Steps, stoops and porches shall not be deemed a part of the Dwelling for the purpose of determining building setback areas pursuant to this Section 6.04.

6.5 Setting of Dwellings. Prior to commencing any construction-related activities on any Lot (including any grading or clearing), the location of any Dwelling to be constructed thereon shall be set forth on the site development plan for such Lot which must be approved by the ACC pursuant to the provisions of Section 5.05 above. Notwithstanding anything provided in Section 6.04 above to the contrary, the ACC may require building setback requirements different from those describe in Section 6.04, including building setbacks which are greater than those specified in Section 6.04 above.

6.6 Trees. Unless located within ten (10) feet of a Dwelling or any driveway or sidewalk, no Owner, other than Developer, shall cut, remove, or mutilate any tree, shrub, bush, or other vegetation having a trunk diameter of four (4) inches or more at a point of three (3) feet above ground level, without first obtaining the approval of the ACC; provided, however, that the forgoing shall not be deemed to prohibit the cutting and removal of any dead or diseased trees certified as such by the ACC nor shall the foregoing be deemed to release any Owner from the provisions of Sections 6.09 and 7.01 below.

6.7 Height Limitations & Ceiling Heights. In Phase 1, the height of all Dwellings shall be compatible with all other Dwellings adjacent to such Lot or Dwelling. No Dwelling shall exceed two and one half (2 1/2) stories in height, as measured from the finished grade of the Lot. The first floor minimum is nine feet (9') and the second floor minimum is eight feet [8']. Developer retains the right to change the height requirement in future phases.

6.8 Minimum Living Space. Minimum Living Space requirements shall be established (i) by the ACC, (ii) on the subdivision plat for the subdivision of which such Lot is included (which may vary for each phase of development), or (iii) in the deed from Developer to the Owner of a Lot. In no case, in phase 1, shall the minimum living space requirement be less than 2000 square feet for DDH lots & 2500 square feet for NC 20 Lots.

#### 6.9 Landscaping.

(a) The Landscaping Plan for each Lot or Dwelling in the Development shall be submitted to the ACC for approval pursuant to the provisions of Section 5.06 above. Each Owner shall, to the extent practicable, attempt to incorporate into the

landscaping plan for his Dwelling the natural plant life existing on such Lot and shall otherwise take such steps which would, to the extent practicable, preserve the existing trees, plant life, wild flowers, and natural environment, including natural drainage channels, which exist on such Lot. Each lot will have its own front and street visible side or rear yard irrigation and sprinkler system to maintain the landscaping systems.

(b) Sodding is necessary on the Front, Sides & Rear of each Lot, unless approved by the ACC as a natural area or unless the same is landscaped with other approved plant life. Shrubbery must be planted in beds, adjacent to house on the Front, Rear and Sides of each house. The plants must be of a sufficient size to look mature against a high foundation. Each front yard will have at least Three (3) three inch (3") , caliber trees ( does it have to be three trees), specified by the ACC planted at pre approved locations. Each front yard will have, in the Landscaping Plan, some IVY sufficient to make a statement on the plan approved by the ACC. All plants, size and type will be approved by the ACC. Any bed material around shrubs other than Pine Straw or mulch must be approved by the ACC. Low walls must be approved by the ACC as part of the landscaping plan if used.

(c) All landscaping for a Lot shall be completed in accordance with the landscaping plan approved by the ACC no later than thirty (30) days following the issuance of a certificate of occupancy for the Dwelling situated thereon.

(d) No hedge or shrubbery planting which obstructs sight lines of streets, and roadways shall be placed or permitted to remain on any Lot or Dwelling where such hedge or shrubbery interferes with traffic sight lines for roadways within the Development. The determination of whether any such obstruction exists shall be made by the ACC, whose determination shall be final, conclusive, and binding on all Owners.

(e) No bird baths, fountains, reflectors, flagpoles, statues, lawn sculptures, lawn furnishings, artificial plants, rock gardens, rock walls, bird houses, or other fixtures and accessories shall be placed or installed within the front or side yards of any Lot or Dwelling.

(f) No vegetable, herb, or similar gardens or plants shall be planted or maintained in the rear (back) yard of any Lot or Dwelling. Should the covenants be less restrictive for backyards that are fenced in, do the need approval for flowerbeds behind a fence?

(g) The ACC may from time to time promulgate rule:3 and regulations adopting an approved list of plant life which may be utilized on any Lot or Dwelling, which rules and regulations may prescribe that a minimum dollar amount be established and utilized as the landscaping budget for each Lot or Dwelling.

(h) No Owner shall allow the grass on the Owner's Lot or Dwelling to grow to a height in excess of five (5) inches, measured from the surface of the ground.

(i) Seasonal or holiday decoration (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be promptly removed from each Lot or Dwelling within 10 (change to 15)days as such holiday passes.

## 6.10 Roofing, Shingles, Chimneys, Flashing.

(a) The minimum pitch from front to rear on a home shall be no less than 6 on 12. The minimum pitch for front gables shall be 10 on 12. The shingle type is an "Architectural Slate Look" that is specified by the ACC as to Style, Vendor and Color Selections. Any shingles used other than those specified by the ACC will have to be removed. Any exposed flashing shall be painted to match the shingles so that, there will be no silver or tin material exposed on the exterior of the dwelling.

(b) No solar or other energy collection panel, equipment, or device shall be installed or maintained on any Lot or Dwelling, including, without limitation" the roof of any Dwelling if the same would be visible from any street. (Maybe solar equipment could be approved by ACC)

(c) No plumbing or heating vents, stacks, and other projections of any nature shall be placed on the roof on the front of a Dwelling. All such vents, stacks, and any other projections from the roof of any Dwelling shall be located on the rear roof of such Dwelling and shall (i) be painted the same color as the roofing material used for such Dwelling and (ii) to the extent practicable, not be visible from any street.

(d) Chimney and Chimney caps are of special design and must be approved by the ACC. No projections of any type shall be placed permitted to remain above the roof of any Dwelling except for approved chimneys and vent stacks. The exterior of all chimneys shall be constructed of either brick, stone, stucco, or synthetic plaster (e.g., dryvit) if visible from the street. No cantilevered chimneys or chimneys with siding shall be permitted.

(e) Metal Roofing materials will be allowed only on the Front, Side and Rear Porches of a Dwelling, however the metal color shall be approved by the ACC to ensure the color of metal used is a natural earth tone that matches the design and color schemes required by throughout these Covenants .

6.11 Exterior Lighting. All exterior lighting for any Dwelling, including, without limitation, free standing lighting and utility (e.g., flood) lights attached to a Dwelling, must be approved by the ACC.

## 6.12 Exterior Materials and Finishes.

(a) Approved exterior building material finishes for a dwelling shall include brick, stone, stucco, synthetic plaster (e.g., dryvit), Wood Accents, Board and Batton Siding, Hardiboard or Similar Concrete Siding and Shakes, staining and such other materials as may be approved by the ACC.

(b) All brick, stonework, and mortar, as to type, size, color, and application, must be approved by the ACC. All exterior colors, including, without limitation, the color of all roof shingles, brick, stone, stucco, synthetic plaster (e.g., dryvit), trim, cornices, eaves, railings, doors, and shutters shall be subject to ACC approval.

(c) No wooden steps or stoops shall be allowed on the front or side of any Dwellings, unless approved by the ACC.

(d) The elevation below the first floor on the front and sides of the Dwelling must be finished off in either Brick, Stone or other materials approved by the ACC. No concrete, concrete block, or cinder block shall be used as an exposed building surface except in the rear of the Dwelling.

6.13 Facia & Cornices. Wood or Hardi Board material can be used. In addition, metal or vinyl can be used if material type and installation procedure is pre-approved by the ACC.

6.14. Garages.

(a) A minimum of a two (2) car attached garage with doors will be required by each Dwelling. Garage Doors will be of a design that is Carriage Type or better. Garage doors styles & colors shall be constructed of such materials & colors as are approved by the ACC. Garage doors shall be kept closed at all times except when in use. No garage shall be converted to any use other than for the parking of vehicles therein without the approval of the ACC (several people use their garage for storage and cannot park in the garage). All Garages shall be constructed as side entry units where possible as determined by the ACC.

(b) All automobiles owned or used by the Owner or Occupant of any Dwelling and their respective family members shall be parked in garages to the extent garage space is available. Garages shall not be used for storage or for any other purposes or uses which would result in the garage being unavailable for the parking of vehicles therein (same as above). No on street parking of vehicles for more than 24 hours will be permitted.

6.15 Fences. Fences are not required, but if they are built, they must be six feet (6') in height and of "Shadow Box Design". They must be "Stained" inside and out, with a color specified by the ACC that is standard for the entire development. No fences shall be allowed in front yards and no fences shall be allowed in any side yard nearer the street beyond a line projected from the plane of the rear wall of the Dwelling. Specifications for approved fencing and location approval may be obtained from the ACC. (Maybe state that the fence must be 6' in height and approved by the ACC board since we have so many approved designs now)

6.16 Windows, Window Treatments, and Doors.

(a) All windows must be approved by the ACC before construction begins. Colors acceptable will be brown, earth tones, green, black, but all colors and window styles must be approved by the ACC. No stark white windows will be approved.

(b) Exterior Doors will all be Eight Feet (8 ') in height and approved by the ACC. Burglar bars or doors (including wrought iron doors) shall not be permitted. Screen

doors shall not be used on the front or side of any Dwelling. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on the front of any Dwelling. Reflective glass shall not be permitted on the exterior of any Dwelling. No foil or other reflective materials shall be installed on any windows or used for sun screens. Interior Doors shall be a minimum of 6 feet 8 inches.

(c) Appropriate window treatments shall be used on all windows as approved by the ACC. Wood Blinds, Shutters or other curtain treatments approved by the ACC may be used. Colors must blend with the outside appearance of the homes, in keeping with the feeling of the development. Sheets, bed linens, blankets, and paper or plastic bags are not appropriate window treatments and are a violation of the Covenants.

6.17 Mailboxes. Only one (1) mailbox shall be allowed on any Lot or Dwelling. All mailboxes shall be of the type, design, color, and location as may be established in the Architectural Standards & approved by the ACC. Mailboxes shall contain only the house number of the Lot or Dwelling. The mailbox for each lot shall be specified by the Developer and its location shall be approved by the ACC before installation as approved by the ACC, but no further inscription, paintings, ornaments, or artistry shall be allowed. In future phases, in lieu of mailboxes, the Association may provide within any of the Common Areas a kiosk or community mail center.

6.18 Utility Meters and HV AC Equipment. All electrical, gas, telephone, and cable television meters, to the extent practicable, shall be located at the rear of all Dwellings. All exterior heating, ventilating, and air conditioning compressor units and equipment shall be located, to the extent practicable, at the rear of a Dwelling and if the same are visible from the street such compressor units and equipment shall be screened from public view by either walls or landscaping to be approved by the ACC. No window mounted heating or air conditioning units or window fans shall be permitted.

6.19 Satellite Dishes and Antennae. No satellite dishes shall be allowed on any Lot or Dwelling unless approved by the ACC. No radio antenna, radio receiver, or other similar device or aerial shall be attached to or installed on any Lot or Dwelling or any other portion of the Development unless the same is contained entirely within the interior of a building or other structure, is not visible from any street or adjacent Lot or Dwelling, and/or is approved by the ACC. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Lot or Dwelling, which may interfere with the reception of radio or television signals within the Development.

6.20 Driveways and Sidewalks. The builder is responsible for installing the driveway and sidewalk, as approved by the ACC. Where possible, curved walks and drives will be suggested. All driveways and sidewalks for each Lot or Dwelling shall be constructed of concrete. The Builder must pour the side walk at the same time as the drive way is poured and must have both inspected and approved by the City of Auburn, prior to installation. Other materials may be, used on the driveway such as

stone, slate etc, but only if approved by the ACC. However, chert, gravel, and loose stone driveways and sidewalks are prohibited. Provided, however, that the foregoing shall not be applicable to any of the roadways within the Development which may constitute Common Areas. Additions after completion of the home must be ACC completed by a professional concrete mason and approved by the ACC and the City of Auburn.

#### 6.21 Outdoor Furniture, Recreational Facilities, and Clotheslines.

(a) No furniture shall be placed, kept, installed, maintained, or located in or on the front or side yards or areas of a Lot or Dwelling. Any furniture placed, kept, installed, maintained, or located at the rear of or behind a Dwelling shall, to the greatest extent practicable, be located so that the same shall not be visible from any street.

(b) Wood piles shall be located only at the rear of a Dwelling and shall be screened by appropriate landscaping from view from streets and, to the extent practicable, from adjacent Lots and Dwellings.

(c) Children's toys, swing sets, jungle gyms, trampolines, and other outdoor and recreational equipment and appurtenances shall be allowed only at the rear of a Dwelling and shall, to the extent practicable, be located so that the same are not visible from any street.

(d) Free standing playhouses and tree houses shall be permitted but only after ACC approval of the same.

(e) Basketball backboards shall be located in a location not visible from the street and as approved by the ACC.

(f) Outside clotheslines or other outside facilities for drying or airing clothes are prohibited on any Lot or Dwelling. No clothing, rugs, or other items shall be hung, placed or allowed to remain on any railing, fence, or wall.

(g) Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the rear of a Dwelling and, to the extent practicable, shall not be visible from the street.

(h) Bird feeders, wood carvings, plaques, and other types of homecrafts shall not be permitted in the front yards of any Lot or Dwelling nor shall any of the foregoing items be attached to the front or side of any Dwelling. All bird feeders, wood carvings, plaques, and other types of homecrafts shall be located so as to not be visible from any street.

6.22 Pets and Animals. No animals, livestock, birds, or poultry of any kind shall be kept, raised, or bred by any Owner upon any Lot, Dwelling, or other portion of the Development; provided, however, that not more than two (2) dogs or cats (or a

combination of one dog and one cat) may be kept and maintained on a Lot so long as they are not kept for breeding or commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. No structure or area for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas; all such structures or areas shall be located at the rear of a Dwelling, shall not be visible from any street, and shall be constructed of materials and of a size approved by the ACC. Dogs and cats shall not be allowed to roam unattended within the Development; all dogs shall be kept and maintained within fenced or walled areas on a Lot or Dwelling, as approved by the ACC or otherwise under leash. Each Owner shall be liable to the Association for the costs of repairing any damage to the Common Areas caused by the pet of such Owner or Occupant: When walking a dog through the development, the owner is responsible for cleaning up any resulting messes. The Board shall have the right from time to time to promulgate rules and regulations governing keeping the pets within the Development, including the right to assess fines for violations of such rules and regulations.

### 6.23 Trash, Rubbish, and Nuisances.

(a) No trash, garbage, rubbish, or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot or Dwelling which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying, or owning any other Lots or Dwellings within the Development. Noxious or offensive activities shall not be carried on, in or from any Lot or Dwelling or in any part of the Common Areas, and each Owner and Occupant shall refrain from any act or use of a Lot or Dwelling which would cause disorderly, unsightly, or unkept conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of the Development or be in violation of any law, statute, ordinance, rule, regulation, or requirement of any Governmental Authority. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, other than security and fire alarm devices used exclusively for such purposes, shall be located, used, or placed upon any Lot or Dwelling or other portion of the Development; provided, however, that the foregoing shall not apply to Developer or to the use of any of the foregoing devices within any recreational areas of the Common Areas such as swimming pools. Any Owner or Occupant or any of the respective family members, guests, invitees, servants, agents, employees, or contractors of such Owner or Occupation who dumps, places, or allows trash or debris to accumulate on the Owner's Lot, Dwelling, or on any other portion of the Development shall be liable to the Association for all costs incurred by the Association to remove the same. This provision applies to any home builder during construction of the Dwelling and each home builder must have a trash container on site during construction and the site must be cleaned and cleared of trash and left over materials on a daily basis.

(b) Trash, garbage, and any other refuse or waste shall not be kept on any Lot or Dwelling except in sanitary containers or garbage compactor units. Trash cans and containers shall at all times be kept at the rear of or inside a Dwelling and shall be screened from view from streets and adjacent Lots and Dwellings by appropriate



landscaping or fencing approved by the ACC; provided, however, that trash cans and containers can be moved to the front or side yard of any Dwelling on trash collection days for such Lot or Dwelling.

(c) Except as otherwise provided in Section 6.28(a) below, no outdoor burning of trash, garbage, leaves, wood, shrubbery, trees or other materials shall be permitted on any Lot, Dwelling, or other portion of the Development except during initial construction by the home builder.

#### 6.24 Recreational Vehicles and Machinery and Equipment.

(a) Mobile homes, motor homes, trailers of any kind, campers, vans, motorcycles, motorized carts and all-terrain vehicles, lawn mowers, tractors, tools, construction machinery and equipment of any nature, golf carts, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery, or equipment shall not be permitted stored or allowed to remain on any Lot or Dwelling unless the same is placed, stored, and maintained within a wholly- enclosed structure, with roofing and doors, on such Lot or Dwelling. Any such enclosed structure must be approved by the ACC. The Common Areas shall not, unless expressly permitted by the Association, be utilized for the parking or storage of any of the foregoing vehicles, recreational vehicles, machinery, or equipment.

(b) Each Lot or Dwelling shall provide for adequate off-street parking (i.e., parking areas located solely within the property lines of such Lot or Dwelling). Vehicles shall be parked only in driveways constructed in accordance with the provisions of Section 6.20 above or in garages constructed in accordance with the provisions of Section 6.14 above. Vehicles shall not be parked on any landscaped or natural areas of a Lot or Dwelling.

(c) Any vehicle which is inoperable shall be immediately removed from the Development. No Owner or Occupant shall repair or restore any vehicle, machinery, or equipment of any kind upon or within any Lot or Dwelling or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for minor service work or emergency repairs and then only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of the Development.

(d) The Board shall have the right at any time and from time to time to adopt rules and regulations with respect to the keeping, storage, parking, operation, use, or maintenance of mobile homes, tractors, equipment, machinery, trailers (with or without wheels), motor homes, trucks (other than pick-up trucks), commercial vehicles of any type, campers, motorized campers or trailers, boats or other watercraft, boat trailers, motorcycles, motorized bicycles, all-terrain vehicles, motorized go-carts, and other forms of transportation.

6.25 Signage. No signs or advertising posters of any kind shall be maintained or

permitted within any windows or on the exterior of any Lot or Dwelling or elsewhere on any portion of the Property without the express written permission of the ACC. The approval of any signs and posters, including, without limitation, political campaign signs and name and address signs, shall be upon such conditions as may from time to time be determined by the ACC. Notwithstanding the foregoing

(a) the restrictions set forth in this Section 6.25 shall not be applicable to Developer or to any signs erected pursuant to Section 6.28(c) below and (b) Developer and the Association shall have the right, but not the obligation, to erect and maintain reasonable and appropriate signs on any portions of the Common Areas and within those easement areas established in Section 3.05 above.

6.26 Above Ground Tanks and Wells. No exposed above-ground tanks for the storage of fuel, water, or any other substances shall be located on any Lot or Dwelling or within any of the Common Areas. No private water wells may be drilled or maintained and no septic tanks or similar sewage facilities may be installed or maintained on any Lot or Dwelling.

6.27 Temporary Structures. No temporary house, trailer, shack, tent, barn, shed, stable, poultry house or yard, rabbit hut, tree house, or other outbuilding or structure of any kind shall be permitted, constructed, installed, or allowed to remain on any Lot or Dwelling; provided, however, that the foregoing shall not be deemed to prohibit (a) temporary structures for social functions as may be permitted by the rules and regulations of the Board of the Association, (b) dog houses for not more than two (2) dogs so long as such dog houses are visibly screened from view from all streets and adjacent Lots or Dwellings, and/or the park; and (c) construction trailers and/or sales offices erected or placed on any part of the Property by Developer pursuant to Section 5.12 above.

6.28 Construction of Improvements.

(a) During the construction of any Improvements or Dwelling, (i) all Lots and Dwellings shall be maintained in a clean condition, free of debris and waste material, (ii) all unused construction materials shall be stored, to the extent practicable, out of view from any street, and (iii) all construction trash, debris, and rubbish on each Lot shall be properly disposed of outside the Development at least weekly. Used construction materials may be burned on site so long as such burning does not create a nuisance to other Owners or violate the laws, ordinances, codes, statutes, rules, or regulations of any applicable Governmental Authority. In no event, however, shall any used construction materials be buried on or beneath any Lot, Dwelling, or any other portion of the Development. No Owner shall allow dirt, mud, gravel, or other substances to collect or remain on any street. Each Owner and each Owner's contractor, subcontractors, laborers and suppliers shall cause all such dirt, mud, gravel, and other substances to be removed from the treads and wheels of all vehicles, used in or related to the construction of Improvements on a Lot or Dwelling prior to such vehicles traveling on any streets within the Development.

(b) During the construction of any Improvements or Dwellings, construction equipment and the vehicles of all contractors, subcontractors, laborers, material- men, and suppliers shall (i) utilize off-street parking only, where possible, and (ii) not damage trees or other vegetation on such Lot which, pursuant to the provisions of Section 6.06 above, are to be preserved. All erosion control systems must be maintained properly and seed and mulch must be applied to all cleared areas within 48 hours of such clearing, except in the building pad for the dwelling. All construction materials, where possible, must be stored at least 20 feet from the edge of the curb on each lot during construction. In front of each lot that is under construction, the builder, for that lot, must have dirt or other materials cleaned off the street at the end of each day. After a rain, the builder must immediately check all silt fences to be sure they are back in place and remove move all mud from the street in front of their construction sites.

(c) Up to two (2) signs, in size and color approved by the ACC, may be posted on a Lot at a height not to exceed three (3) feet from the ground level advertising the Lot or the Dwelling thereon for sale or, during the construction of such Dwelling, containing information identifying the builder of such Dwelling. No other signage, banners, flags, or advertising posters shall be allowed without obtaining ACC approval. The location of such signage shall be established by the ACC but in no event shall any signage authorized by this Section 6.28 or which may be approved by the ACC be attached, nailed, or otherwise adhered to any tree or other plant life on a Lot.

(d) Other than required by the needs of the Developer, no construction trucks, equipment, or machinery, including any trailers used for the transportation of construction equipment or machinery shall be parked overnight on any streets or roads within the Development. Upon completion of construction of any Improvements or any Dwelling, all construction machinery, tools and equipment, all unused construction materials, and all trash, debris, and rubbish shall be immediately removed from the Lot or Dwelling and such Lot or Dwelling shall be kept and maintained in a clean and unclean condition.

(e) All Dwellings and any other Improvements shall be constructed in compliance with the Architectural Standards and all applicable federal, state, county, and local laws, ordinances, rules, regulations, and zoning and building code requirements. Each Owner shall be solely responsible for obtaining from the appropriate Governmental Authorities all necessary permits and licenses and otherwise paying all required fees for the construction of any Improvements on such Owner's Lot. Each Owner shall also be responsible for strict compliance with the Architectural Standards and all applicable watershed protection, soil erosion, and other governmental  
(f) Requirements, both during and after completion of construction of any Improvements on such Owner's Lot.

6.29 Subdivision and Interval Ownership. No Lot may be subdivided or

resubdivided without the prior written approval of the ACC; provided, however, that the provisions of this Section 6.29 shall not be applicable to Developer. No Lot or Dwelling shall be sold or owned under any time sharing, time-interval, or similar right-to-use programs.

6.30 Swimming Pools and Tennis Courts. Swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools, and tennis courts may be constructed, installed, and maintained on any Lot or Dwelling subject to the prior written approval of the plans for the same by the ACC and the restrictions contained herein. Above-ground pools shall not be permitted. The ACC shall have the right to adopt further rules and regulations governing the construction of swimming pools, other outdoor water features or amenities, and tennis courts within the Development.

6.31 Cotswolds' Pond, Boats, Rules & Regulations with respect to Lots adjacent to the Cotswolds' Pond.

(a) The Owner of any Lot or Dwelling situated adjacent to the Cotswolds Pond, as shown on the plat of subdivision, together with their respective family members, guests, agents and invitees, do, by acceptance of a deed to such Lot or Dwelling or by their entrance onto such Lot or Dwelling, hereby waive and release Developer, its employees, Association employees, the ACC, the Board, shareholders, members and partners, from any and all liability of any nature whatsoever arising out of or in connection with any damage or injury (including death) to their person or property.

(b) Rules and Regulations Regarding Fishing and Boating on Cotswolds' Pond.

- (i) Each Owner of a Lot situated adjacent to Cotswolds' Pond may, at their option and expense, with express written consent of the Architectural Control Committee construct one dock extending therefrom. The ACC shall provide such rules and regulations and make such decisions as to dock design as they feel necessary. Each Owner of a Lot adjacent to Cotswolds' Pond may maintain one boat for their personal use on the pond; provided that the Owner complies with the restrictions contained herein and all rules and regulations established by the Developer, the ACC and/ or the Association with respect to maintenance and use thereof.
- (ii) **THE DOCK DESIGN AND BOAT TYPE MUST BE APPROVED BY THE DEVELOPER AND THE ARCHITECTURAL CONTROL COMMITTEE. ONLY ELECTRONIC MOTORS OR PADDLES WILL BE CONSIDERED FOR USE,,**

- (iii) All rules and regulations adopted by The Cotswolds Homeowners Association, Inc. with respect to use of the Cotswolds Pond must be adhered to at all times. The Developer, the ACC and/ or the Association shall have the right to post such additional rules as are necessary for the appropriate use of the Cotswolds' Pond.
- (iv) The Homeowners Association may purchase up to two (2) additional boats for use on the Cotswolds Pond. Each Owner that desires to use the Homeowners Association boats must provide their own battery and motor.
- (v) Fishing will not be allowed until 2008 or a time specified by The Cotswolds Homeowners Association, Inc.

**6.32 Compliance with Governmental Regulations.** Each Owner and Occupant shall at all times comply with all applicable laws, Ordinances, Statutes, Rules, regulations, requirements and code provisions of the Governmental Authorities.

6.33 Additional Regulations. In addition to the restrictions set forth in this Declaration, the (i) ACC shall have the right, in its sole discretion, from time to time and at any time to adopt, modify, and amend the Architectural Standards in order to impose such other, further, or different requirements or restrictions which shall be binding on all Owners. Lots, and Dwellings, including the adoption of additional or more specific requirements and restrictions governing the improvement and use of any Lot or Dwelling, and (ii) Board of the Association shall have the right from time to time and at any time to adopt, modify, and amend such rules and regulations as the Board, in its sole discretion, determines to be in the best interests of all Owners, which rules and regulations shall be binding on all Owners, Lots, and Dwellings.

6.34 Variances. The ACC, in its sole and absolute being discretion, shall have the exclusive right to grant variances with respect to the provisions of Article V above and this Article VI with respect to any Lot or Dwelling. Any variance request submitted to the ACC shall be in writing and, upon approval of the same by the ACC shall be evidenced by a written variance executed by either the chairman or vice chairman of the ACC. The provisions of Section 5.03 above concerning meetings, a quorum of members, and the number of votes necessary to approve action taken by the ACC shall be binding upon the ACC in any matters regarding the granting of variances.

6.35 Enforcement and Remedies. In the event any of the provisions of this Article VI are breached or are not otherwise being complied with in all aspects by any Owner or Occupant or the respective family members, guests, invitees, agents,

employees, or contractors of any Owner or Occupant, then the Association or the ACC shall each have the right, at their option, to (a) enjoin such violation or noncompliance and/or (b) through their designated agents, employees, representatives, and independent contractors enter upon such Lot or Dwelling and take all action necessary to extinguish or correct such violation or breach.. All costs and expenses incurred by the ACC or the Association in enforcing any of the provisions of this Article VI, including, without limitation, attorneys' fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners, and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the ACC or the Association in connection therewith, shall be paid by such Owner who has violated or breached any of the provisions of this Article VI, shall constitute an individual Assessment to such Owner pursuant to Section 8.06 below and, if the same is not paid when due, shall be subject to the lien provided for in Section 8.09 below, and be subject to foreclosure as provided for therein. Notwithstanding anything provided here to the contrary, the rights and remedies of the ACC and the Association set forth herein shall not be deemed exclusive of any other rights and remedies which the ACC or the Association may exercise at law or in equity or any of the enforcement rights specified herein.