

General Covenants and Restrictions

Rules and Regulations

Antennae- No exterior antenna, aerial, satellite dish, or other reception device shall be constructed or installed on any Structure located on any Lot, or be placed on or affixed to any other portion of any Lot, except each Owner of each Lot shall have the right to install, maintain, and use on such Lot an antenna, aerial, or satellite dish right to install maintain and use on such Lot an antenna aerial 'or satellite dish that is designed to receive television broadcast signal and an antenna aerial' or that is designed to receive television broadcast signals and an antenna, aerial, or satellite dish that is no larger than one meter in diameter that is designed to receive direct broadcast satellite service or video programming services via multipoint distribution services, provided that such antenna, aerial, or satellite dish is positioned on that location on the Lot which affords the reception of the best quality signal while being the least visible from any other Lot. (Covenant Article VI, 6.12).

Basketball Hoops- Basketball goals may be behind the home or adjacent to the driveway at locations approved by the ACC provided the backboards must be clear plexiglass or white in color; the goal must be at regulation height (10 feet above the ground); and basketball poles must be black in color. (Covenant Article VI, 6.17).

Business Use- No trade or business of any kind may be conducted in or from a Lot, except that the Owner or Occupant of a Residence may conduct such business activities within the Residence so long as the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the Lot; the business activity conforms to all zoning requirements for the Development; the business activity is consistent with the residential character of the Development; and the business activity does not constitute a nuisance or a hazardous or offensive use, as may be determined in the sole discretion of the Board. (Covenant Article VI, 6.03).

Clotheslines- Clotheslines shall be screened from the street of residents and may be maintained only in the rear or the lot. (Covenant Article VI, 6.13).

Driveway Extensions- No road, driveway, or parking area shall be constructed or altered on any Lot without the prior written approval of the ACC of plans and specifications for such roads, driveways, and parking areas. (Covenant Article VI, 6.11).

Fences- Require ACC approval. (Covenant Article VI, 6.10).

Flags- No flags whatsoever shall be installed, altered, or maintained on any Lot except for one American Flag no larger than 3 feet by 5 feet on a flagpole attached to the house or garage on the Lot.

Landscaping- No installation or alteration of any landscaping shall take place without the prior written approval for the ACC. No yard art, including but not limited to, concrete lawn jockeys, animals, and birdbaths, and plastic animals, shrubs, bushes and flowers, shall be placed, temporarily or permanently, on the front or side yard of any Lots. (Covenant Article VI, 6.06).

Holiday Decorations- (Covenant Article VI, 6.06).

Maintenance- Each Owner shall keep and maintain each Lot and Structure in good condition and repair, including, but not limited to, the repairing and painting (or other appropriate external care) of all Structures. (Covenant Article VI, 6.14).

Pets/Animals- No animals, livestock, or poultry of any kind shall be raised, bred or kept on a Lot, except that not more than two (2) tame domesticated animals may be kept on a Lot. No animals will be allowed, kept, bred, or maintained for any commercial purpose. No more than two (2) cats or dogs, or combination of the two per household will be allowed. Dogs may be kept provided they comply with the following guidelines. All dog(s) must either have papers of registration issued by the American Kennel Club, or in the alternative, any type of dog is allowed provided the dog weighs no more than forty (40) pounds without a variance. Regardless of the above, no full-blooded or mixed blooded Rottweilers or full blooded or mixed blooded Pit-bulldogs or other Bulldogs are allowed without a variance.

No dog(s) shall be allowed to exhibit threatening behavior to other domesticated animals or to people or to injure a person or another domesticated animal. If such action occurs, then owner of said dog shall immediately be under the strict requirement to either keep said dog that has caused injury or exhibited threatening behavior inside the Lot Owner's home or to permanently remove said animal from Property. All animals must be confined to their owner's Lot (except when accompanied and under the close supervision by animal's owner) and under no circumstances shall animals be allowed to cause a nuisance. shall constitute a nuisance. (Covenant Article VI, 6.19).

Play Equipment- Recreational and playground equipment shall be placed or installed only upon the rear of a Lot as approved by the ACC. (Covenant Article VI, 6.17).

Restriction of Use: Lots may be used for single-family residences only and for no other purpose. (Covenant Article VI, 6.02).

Signs- No sign whatsoever (Including, but not limited to, commercial and similar signs) shall, without the ACC's prior written approval of plans and specifications, therefore, shall be installed, altered, or maintained on any Lot, or any portion of a Structure visible for the exterior. One "For Sale" sign, shall be permitted totally not more than 4 square feet. Covenant Article VI, 6.08). Two security signs may be permitted that do not exceed 1 sq ft.

Temporary Buildings- Require ACC approval. (Covenant Article VI, 6.07).

Trash- No person shall dump rubbish, garbage, or any other form of solid waste on any Lot or on Common Property or within the right-of-way of any street. Garbage containers may be placed in the open on any day that a pickup is to be made to provide access to people making such pickup. At all other times such containers shall be out of view. (Covenant Article VI, 6.20).

Vehicles- Vehicles owned or used by Owners or Occupants of a Residence shall be parked only in a garage or on the driveway, and not on the streets of the Development. All vehicles parked outside of a garage must be properly licensed and in working order, and no vehicle maintenance may be conducted outside of a garage. No commercial vehicle (other than passenger vehicles having a capacity of less than nine (9) passengers), house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat, boat trailer, open trailer, enclosed trailer, or like equipment shall be permitted on any Lot or within the right-of-way of any street in the Development on a permanent basis, but shall be allowed on a temporary basis not to exceed twenty-four (24) consecutive hours.

The Association may waive strict enforcement of this restriction on a case-by-case basis, if pre-approved. Any such vehicles or equipment may be stored on a Lot. provided such vehicle or equipment is kept in an enclosed space and is concealed from view from neighboring Residences and street (Covenant Article VI, 6.15 and 6.16).

Woodpiles- Woodpiles shall be screened from the street of residents and may be maintained only in the rear or the lot. (Covenant Article VI, 6.13).

Yard Maintenance- Each Owner shall keep and maintain their lot and landscaping including the seeding, watering and mowing of all lawns, and pruning and trimming of all trees, hedges and shrubbery so that the same are not obstructive of a view by motorists or pedestrians of street traffic. All yards must be edged to the street. (Covenant Article VI, 6.14).

ENFORCEMENT OF RULES- All Association Rules and Regulations and all rules set forth in the Community Covenants and Restrictions shall be vigorously enforced by the Association, its members, the Board of Directors, and the Managing Agent, and all committees of the Association. The management agent will do periodic inspections of the

community and record violations according to the rules and regulations. Homeowners shall be notified in writing of the alleged violation and said violation must be corrected immediately unless additional time is given according to the violation notice. The alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine; that any statement, evidence, and witnesses may be produced by the alleged violator and the hearing; and that all rights have to have the fine reconsidered are waived if a hearing is not requested within ten (10) days of the date of the notice. Violations must be amended and maintained to avoid additional violations for an offense of the same type. Immediate correction of any violation does not relieve the owner of a fine incurred. Notices and fines will be assessed according to the structure below.

Owner's voting rights and rights to the use of recreational facilities by the Owner, Owner's family; tenants and guests may be suspended or limited in addition to fines being levied.

Friendly Notice: Written letter of notice explaining the violation that has been identified and correction needed to stop further enforcement by the HOA.

First Offense: Written letter of warning. Notice to homeowners giving nature of alleged violation.

Second Offense: \$100.00 fine for same violation, to be added as additional HOA fees. Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on an owner's unit.

Third Offense and Subsequent Notice of Violation: The HOA may choose to fix or repair the problem at the owners' expense (once proper notification is given) or impose a \$175.00 fine for the same violation, to be added as additional HOA fees. Unpaid fines are collectible in the same manner as unpaid monthly assessments and may result in a lien on an owner's unit.

After receiving the first violation, if a Homeowner feels that they are not in violation as described, they must contact the HOA management company immediately. If an agreement cannot be met at that time, the Homeowner may submit a request in writing to be reviewed at the next scheduled meeting of the board at which time the board will determine if the Homeowner was in violation as described in the rules and regulations.

Owners may be required to remove any exterior improvement (at their expense) which did not receive ARB approval.

A violation by a rental tenant or guest shall be treated as a violation by the homeowner. The owner shall receive the letters cited above which shall outline a complaint about a violation committed by their resident.

Rules and Regulations may be amended, repealed, and adopted from time to time as dictated by the covenants.