

- 2.01. Stormwater Management:** No building, structure, tree or other obstructive landscaping, fencing, in-ground pool, picnic tables, playground equipment or any obstruction of any type, whether or not permanently affixed to the land, shall be constructed, maintained or in any manner placed in any area designated as a flood plain, detention basin, drainage swale or storm drainage easement on any lot. All future lot owners shall be responsible for the maintenance of any portion of the flood plain, detention basin, drainage swale or storm drainage easement on their respective lot consistent with the provision on this declaration.
- 2.03. Plans & Specifications:** No dwelling house, garage, building, mailbox or other structures of any character or driveway or fence shall be erected, constructed or maintained on any lot, nor shall any addition to, change, or alterations thereof be made unless and until the specification and plans showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location, front and rear facings, and elevation, and statement of the approximate cost thereof and the grading plans of the premises to be built, shall have been submitted to and approved in writing by the Developer or its duly authorized agent, and a copy thereof as finally approved lodged permanently with the Developer. Exterior colors of all of the homes shall be an attractive combination of colonial colors. The Developer shall have the right to decline to approve any such plans and specification submitted which are not suitable or desirable, in its opinion, for aesthetic or other reasons, taking into consideration the effect of the building or other structures as planned on the outlook for the adjacent or neighboring properties, and whether the plans are in keeping with and in general harmony with the surroundings. Plans and specifications approval for new houses and future additions thereto shall have the written approval of the Developer prior to construction of a new house or addition.

- 2.04. **Approval of Plans:** The builder or contractor shall not change or deviate from approved plans without submitting to the Developer complete details of any and all contemplated changes. Approval of plans may be refused on architectural or aesthetic grounds, or for any other valid reasons.
- 2.05. **Building Use:** The premises shall be used for residential purpose only, and no beauty salon, barber shop or other public, commercial, or industrial business shall at any time be maintained thereon. This prohibition, however, shall not restrict the maintenance of quiet professional offices on the premises, provided the same are established as part of and accessory to the residential use of and maintained on said premises in accordance with the plans and specifications above mentioned, and are consistent with all zoning and other ordinances and regulations, as may be in effect from time to time.
- 2.12. **Rubbish:** The premises shall be kept free of rubbish, trash, & junk of any kind at all times.
- 2.13. **Fencing:** All plans for any type of fencing must be approved by the Developer in writing. No solid board, galvanized wire or masonry fences shall be erected on any portion of the premises except as approved by the Developer. Division line fences may be erected of shrubbery but in no event shall the shrubbery extend into the front yard beyond the front line of the house. Fencing may not extend forward past the rear line of the house except as approved by the Developer. Fencing such as a picket fence, which is used in connection with the design of the house or for enclosing a small play area, may be permitted if the design and materials of the fencing are compatible with the architecture of the development and with the house on the specific lot and shall be subjected to the prior written approval of the Developer.
- 2.16. **Laundry:** No poles or appliances upon which to hang or expose laundry shall be erected or maintained on said premises closer to the front line of said premises than the rear wall of the dwelling to be erected on the premises.
- 2.17. **Outdoor Lighting:** No free standing outdoor lights shall be permitted unless approved in writing by the Developer.



- 2.18. **Swimming Pool**: No above-ground pool shall be placed or erected on any lot, excepting the use of kiddie pools less than 24 inches high. The design and location of any inground pool, including the landscaping and fencing plan, must be approved by the Developer and shall not be placed in any area designated as flood plain, detention basin, or storm water drainage swales, or immediatly adjacent to any Common Open Space Area.
- 2.19. **Playground Equipment**: Children's playground equipment shall not be placed near to the front of the lot than the rear wall of the dwelling placed thereon unless approved in writing by the Developer and shall not be placed in any area designated as flood plain, detention basin, storm drainage swales, or immediatly adjacent to any Common Open Space Area.
- 2.20. **Air Conditioners**: Air Conditioner units may not be placed in front of the house, unless screened by shrubbery.
- 2.21. **Livestock & Poultry**: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. The decision as to whst ia a household pet shall rest wioth the Developer. Such animals may not exceed more than 2 of any kind over six ,onths of age, and must be maintained so that offensive odors or noise will not be apparent to adjoining property owners. Said animals must all be controlled to prevent damage to other properties within the development.
- 2.22. **Trash**: No garbage cans or trash containers shall be located in the front side lawn area for more than a 24 hour period. There shall be a 24 hour limit on garbage cans or trash containers placved at the curb.
- 2.23. **Gardens**: In the event the owner maintains a vegetable garden, it shall be located behind the rear building line and it shall be kept free from unsightly weeds and dead crops and the owner shall control soil erosion. In no event shall any vegetable garden exceed three hundred (300) total square feet.

- 2.24. **Vehicles Not in Normal Use:** No trucks, (other than single axle trucks), motorcycle or automobiles not in normal use, shall be stored or parked on the premises. No boats, trailers, or recreational vehicles shall be stored anywhere on the Premises outside the house or garage.
- 2.25. **Commercial Vehicles:** Parking of any commercial trucks (other than single axle vehicles), buses, or similar vehicles on the premises or the public streets of the development is prohibited, except for temporary loading or unloading.
- 2.26. **Ornamentation:** No ornamentation made of plastic, wood, metal, concrete or any other material shall be permitted in the front or side yard except all holidays decorations shall be permitted, provided they are tasteful and compatible with the design of the residences.
- 2.28. **Temporary Structures & Sheds:** No structure of a temporary character, trailer, basement, tent, shack, garage or any other structure or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No sheds or outbuildings shall be permitted unless approved by the Developer in writing.
- 2.29. **Nuisances:** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 2.33. **Site Distant at Intersections:** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) six (6) feet above roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of street property lines with the edge of a driveway or alley pavement. No intersection unless foliage line is maintained at sufficient height to prevent obstruction of such site lines.



- 4.07. Annual Assessment:** The Annual Assessment for calender year 1996 shall be fixed at \$100.00. In subsequent years the base Assessment shall be fixed by the Board of Directors subjected to the limitation hereunafter imposed. Any proposed increase in the annual Base Assessment exceeding ten percent (10%) of the preceding year's Base Assessment shall require the ratification by two-thirds (2/3) of each class of members, in person or by proxy, at a meeting duly called for this purpose.
- 4.08. Special Assessment for Maintenance:** In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, any maintenance costs or deficit incurred in that or any prior year. Expenses incurred by the Association pursuant to this paragraph pertaining to either storm water detention basins or easements or open space or common area in the development, or for other purposes which the Association determines pertains to all lots shall be assessed against all pots on a pro-rata basis.
- 4.09. Special Assessment for Capital Improvements:** In addition to the Assessments authotized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvements in or upon the Common area and/or storm water detention basins and easements of the Development, including shrubbery, fixtures and personal property related thereto.
- 4.13. Effects of Non-Payment:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate per annum as permissible by FHA, VA, or FHMA as appropriate. In the event no such rate is applicable, the rate of interest shall be eighteen percent (18%) pert annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose any lien against the property with interest, cost and reasonable attorney's fees of any such actions to be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.