

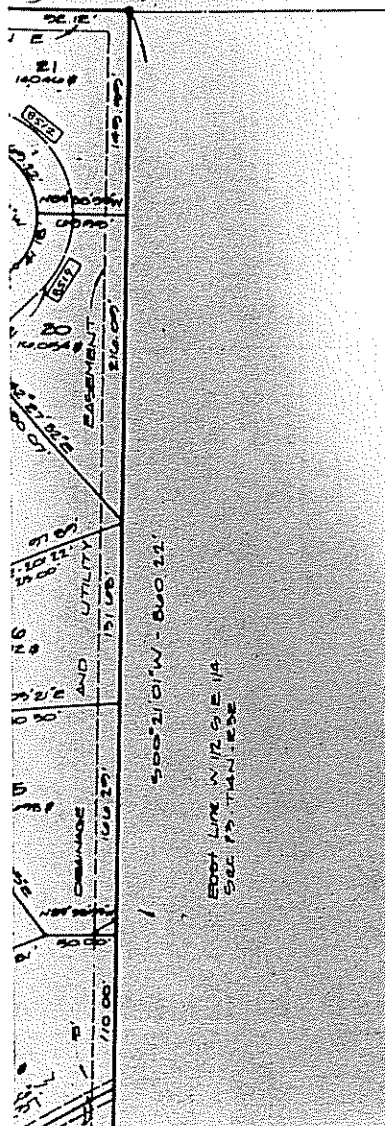
SOUTHCREEK

870125971

SECTION ONE

RECORD PLAT

N.E. corner of W 1/2, S E 1/4
SEC. 20, T14N - R5E



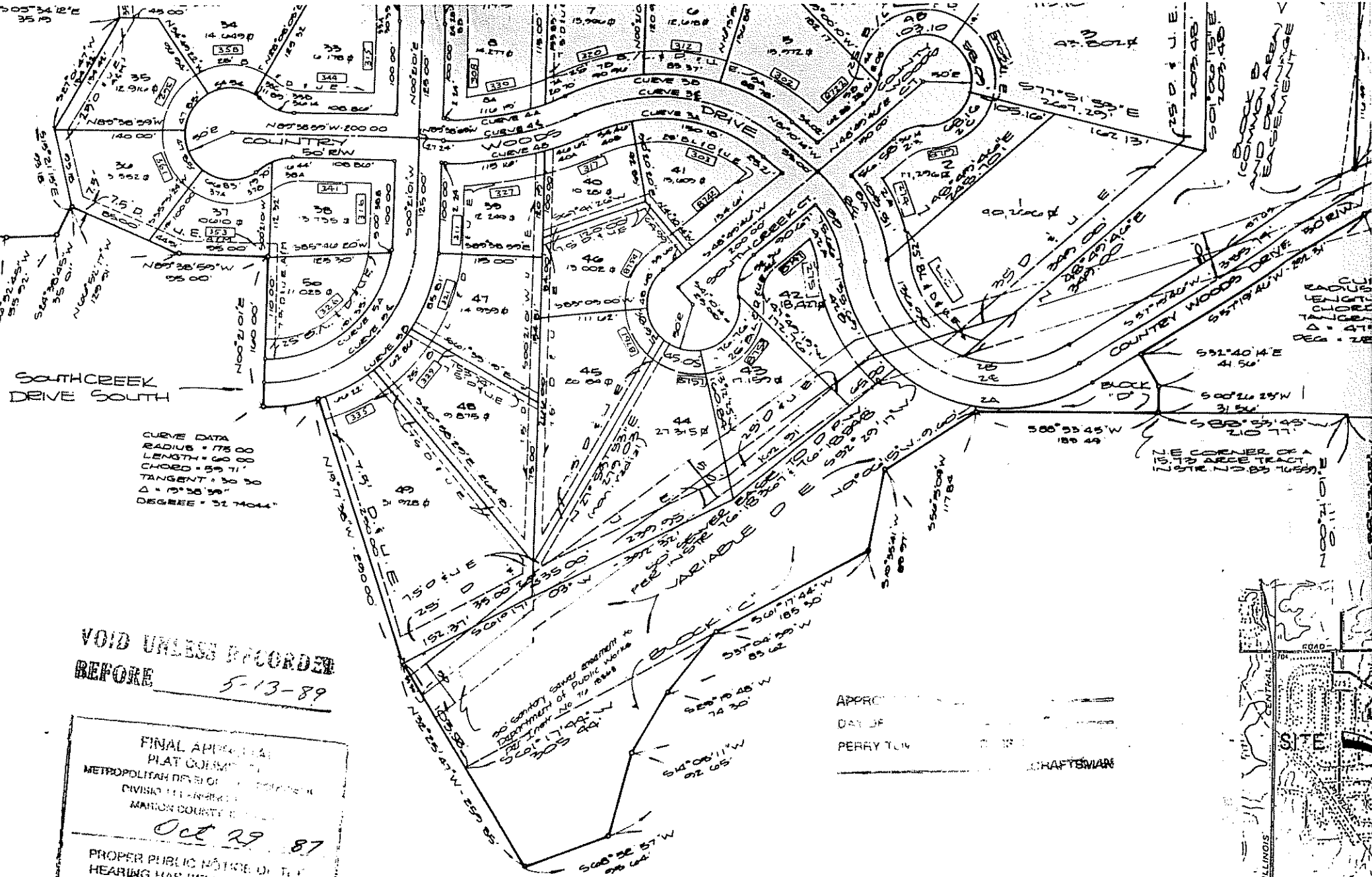
STREET CURVE DATA

CURVE NO.	RADIUS	LENGTH	CHORD	TANGENT	DELTA	DEGREE
1A	200.00'	164.65'	160.64'	87.31'	47°10'14"	20.64044°
1C/L	225.00'	185.24'	180.05'	98.23'	47°10'14"	21.46478°
1B	250.00'	179.39'	175.57'	91.75'	41°00'49"	22.91831°
2A	175.00'	153.39'	149.33'	77.44'	115°42'01"	32.74044°
2C/L	150.00'	302.90'	112.87'	238.66'	115°42'04"	38.19719°
2B	125.00'	252.42'	211.67'	198.89'	115°42'04"	45.83661°
3A	175.00'	204.64'	193.18'	115.83'	67°00'00"	32.74044°
3C/L	200.00'	233.87'	220.77'	132.38'	67°00'00"	28.64789°
3B	225.00'	263.11'	248.37'	148.92'	67°00'00"	25.46478°
4A	275.00'	136.89'	135.48'	69.89'	28°31'15"	20.83483°
4C/L	300.00'	149.33'	147.80'	76.25'	28°31'15"	19.09858°
4B	325.00'	161.78'	160.11'	82.60'	28°31'15"	17.62947°
5A	125.00'	196.35'	176.78'	125.00'	90°00'00"	45.83661°
5C/L	150.00'	235.62'	212.13'	150.00'	90°00'00"	38.19719°
5B	175.00'	274.89'	247.49'	175.00'	90°00'00"	32.74044°
6A	140.11'	220.09'	198.15'	140.11'	90°00'00"	40.89322°
6C/L	165.11'	259.36'	233.50'	165.11'	90°00'00"	34.70144°
6B	190.11'	298.63'	268.86'	190.11'	90°00'00"	30.13811°
7A	125.00'	102.95'	100.07'	54.60'	47°11'27"	45.83661°
7C/L	150.00'	123.55'	120.08'	65.52'	47°11'27"	38.19719°
7B	175.00'	144.14'	140.10'	76.44'	47°11'27"	32.74044°
8A	175.00'	105.51'	103.92'	54.41'	34°32'38"	32.74044°
8C/L	150.00'	115.72'	112.87'	60.91'	44°12'04"	38.19719°
8B	125.00'	75.66'	74.51'	39.03'	34°40'52"	45.83661°
9A	125.00'	21.71'	21.68'	10.88'	09°56'57"	45.83661°
9C/L	150.00'	26.05'	26.01'	13.06'	09°56'57"	38.19719°
9B	175.00'	30.39'	30.35'	15.23'	09°56'57"	32.74044°

LOT CURVE DATA

CURVE NO.	RADIUS	LENGTH	CHORD	TANGENT	DELTA
1	125.00'	136.90'	130.16'	76.22'	62°44'58"
2A	175.00'	105.51'	103.92'	54.41'	34°32'38"
2B	50.00'	36.14'	35.36'	18.90'	41°24'35"
2C	50.00'	68.16'	63.00'	40.56'	78°06'13"
3	50.00'	50.09'	54.88'	32.82'	68°11'07"
4A	50.00'	8.88'	8.07'	4.05'	87°15'31"
4B	50.00'	103.10'	85.78'	83.46'	138°06'19"
5A	225.00'	88.78'	88.21'	43.98'	22°10'11"
5B	50.00'	28.86'	27.62'	14.11'	12°09'04"
6	225.00'	83.17'	82.89'	42.17'	21°11'43"
7A	275.00'	20.70'	20.70'	10.36'	84°18'48"
7B	225.00'	90.96'	90.34'	46.11'	23°09'45"
8A	275.00'	116.19'	115.33'	58.97'	24°12'27"
8B	190.11'	24.28'	24.26'	12.14'	87°19'04"
9	190.11'	69.57'	69.18'	35.18'	20°58'02"
10	190.11'	79.70'	79.12'	40.45'	24°01'17"
11	190.11'	79.70'	79.12'	40.45'	24°01'17"
12	190.11'	45.17'	45.26'	22.79'	13°46'21"
13A	50.00'	17.88'	16.99'	8.62'	19°34'05"
13B	50.00'	36.14'	35.36'	18.90'	41°24'35"
14	50.00'	53.81'	51.25'	29.84'	61°19'36"
15	50.00'	46.67'	44.99'	25.19'	53°28'34"
16	50.00'	82.02'	73.13'	53.61'	93°59'23"
17A	125.00'	182.95'	180.87'	54.60'	47°11'27"
17B	50.00'	36.14'	35.36'	18.90'	41°24'35"
17C	50.00'	29.70'	29.34'	15.35'	34°07'32"
28	50.00'	11.18'	40.03'	21.84'	47°11'27"
21	50.00'	69.22'	63.82'	41.45'	79°18'55"
22	50.00'	53.41'	50.91'	29.57'	63°12'15"
23A	50.00'	52.36'	50.00'	28.87'	60°00'00"
23B	50.00'	45.61'	44.06'	24.54'	52°17'23"
23C	175.00'	30.39'	30.35'	15.23'	09°56'57"
24	175.00'	39.62'	39.46'	19.98'	18°09'45"
25	175.00'	49.53'	49.36'	24.75'	16°12'57"
26	175.00'	70.21'	69.74'	35.58'	22°59'09"
27	175.00'	24.40'	24.38'	12.22'	87°49'42"
32	140.11'	189.74'	175.57'	112.63'	77°35'24"
33A	140.11'	30.35'	30.29'	15.23'	12°24'36"
33B	50.00'	36.14'	35.36'	18.90'	41°24'35"
33C	50.00'	11.89'	11.86'	5.97'	13°37'31"
34	50.00'	54.94'	52.22'	30.61'	62°57'27"
35	50.00'	47.85'	46.84'	25.93'	54°49'37"
36	50.00'	47.85'	46.04'	25.93'	54°49'37"
37A	50.00'	66.83'	61.97'	39.48'	76°34'58"
37B	50.00'	19.70'	19.57'	9.98'	22°34'22"
38A	50.00'	16.44'	16.36'	8.29'	18°50'13"
38B	125.00'	5.00'	5.00'	2.50'	02°17'31"
39	325.00'	115.16'	114.55'	58.19'	20°18'05"
40A	325.00'	46.62'	46.58'	23.35'	08°13'10"
40B	175.00'	54.46'	54.24'	27.45'	17°49'55"
41	175.00'	150.18'	145.61'	80.06'	49°10'06"
42A	125.00'	75.66'	74.51'	39.03'	48°20'58"
42B	175.00'	135.69'	132.32'	71.46'	44°25'32"
42C	50.00'	52.36'	50.00'	28.87'	60°00'00"
43	50.00'	76.76'	69.44'	48.25'	87°57'49"
44	50.00'	45.05'	43.54'	24.18'	51°37'20"
45	50.00'	38.95'	37.97'	20.52'	44°38'05"
46	50.00'	48.68'	46.76'	25.46'	55°46'47"
47	175.00'	85.81'	84.95'	43.18'	28°05'48"
48	175.00'	62.86'	62.52'	31.54'	28°38'43"
49	175.00'	66.32'	65.81'	33.41'	21°48'51"

BLOCK A
COMMON AREA



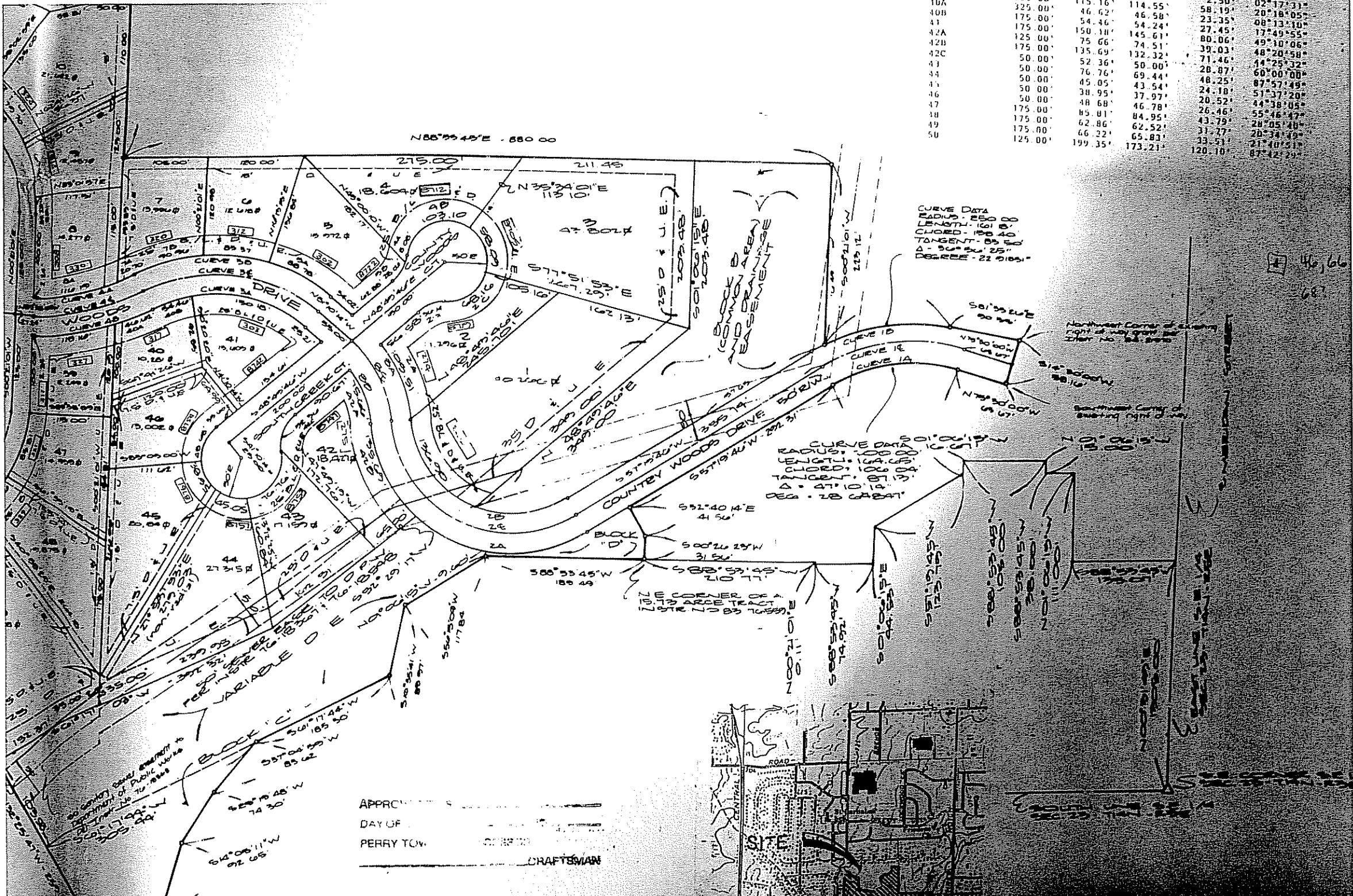
CURVE DATA
RADIUS = 178.00
LENGTH = 60.00
CHORD = 59.71
TANGENT = 30.30
 $\Delta = 75.5659^\circ$
DEGREE = 31.4044°

VOID UNLESS RECORDED
BEFORE 5-13-89

FINAL APPROVAL
PLAT COMMISSION
METROPOLITAN DEPARTMENT OF PLANNING
DIVISION OF PLANNING
MADISON COUNTY, ILLINOIS
Oct 29 87
PROPER PUBLIC NOTICE OF THE
HEARING HAS BEEN PUBLISHED
George W. Wilson
Surveyor

APPROVED BY _____
DATE OF _____
PERRY TUN _____
DRAFTSMAN





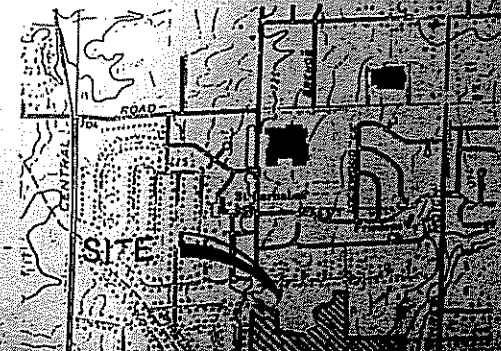
10A	325.00'	115.16'	114.55'	27.50'	02°17'31"
10B	175.00'	46.42'	46.58'	58.19'	20°18'05"
41	175.00'	54.46'	54.24'	23.35'	08°13'10"
42A	175.00'	150.11'	145.61'	27.45'	17°49'55"
42B	125.00'	75.66'	74.51'	80.06'	49°10'06"
42C	175.00'	135.69'	132.32'	39.03'	48°20'58"
41	50.00'	52.36'	50.00'	71.46'	14°25'32"
44	50.00'	76.76'	69.44'	20.07'	60°00'00"
45	50.00'	45.05'	43.54'	48.25'	87°57'49"
46	50.00'	38.95'	37.97'	24.18'	51°37'20"
47	50.00'	48.68'	46.78'	20.52'	44°18'05"
48	175.00'	85.81'	84.95'	26.46'	55°46'47"
49	175.00'	62.86'	62.52'	43.79'	20°05'40"
50	175.00'	66.32'	65.83'	31.77'	20°34'49"
	125.00'	199.35'	173.21'	120.10'	87°42'29"

CURVE DATA
 RADIUS: 250.00
 LENGTH: 100.00
 CHORD: 100.00
 TANGENT: 85.00
 Δ = 50°50'25"
 DEGREE = 21.0185°

CURVE DATA
 RADIUS: 100.00
 LENGTH: 100.00
 CHORD: 100.00
 TANGENT: 87.17
 Δ = 47°10'12"
 DEG = 28.6824°

APPROXIMATE
 DAY OF
 PERRY TOW. CORP.
 CRAFTSMAN

46,66
 667



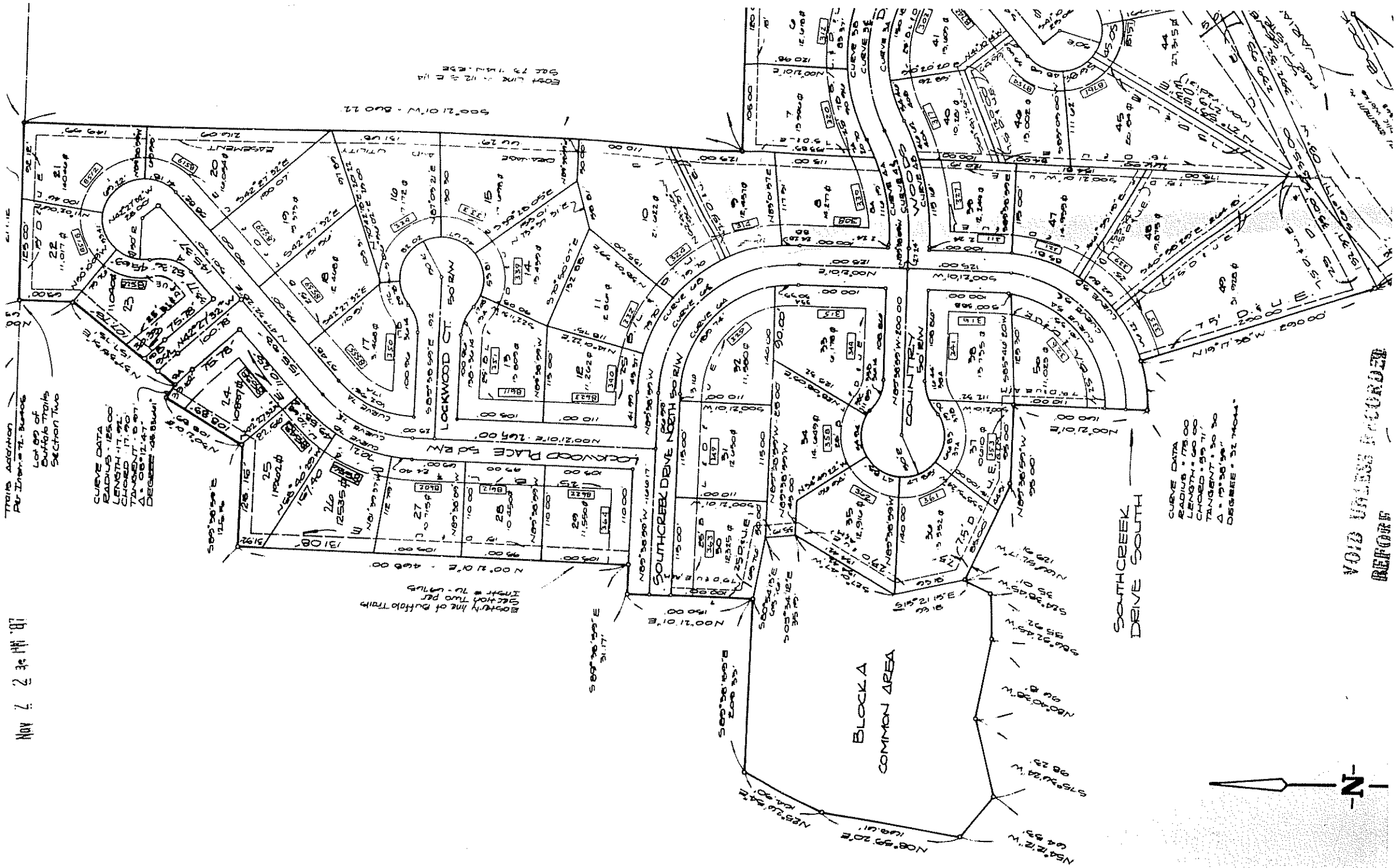
Trails Addition
Per Inset # 7 - Bureau
Lot 89 of
Buffalo Trails
Section Two

CURVE DATA
RADIUS - 125.00'
LENGTH - 17.92'
TANGENT - 17.92'
CHORD - 31.84'
ANGLE - 90°

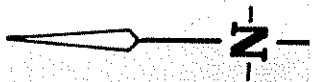
Boundary line of Buffalo Trails
Inset # 7 - Bureau

500°21'01"W - 200.22'

500°21'01"W - 200.22'



CURVE DATA
RADIUS - 175.00'
LENGTH - 60.00'
CHORD - 59.71'
TANGENT - 30.30'
ANGLE - 17°30'58"



VOID UNLESS ACCOMPANIED
BY REPORT

SOUTHCREEK - SECTION ONE : COVENANT

CONDITIONS AND RESTRICTIONS SECTION I

SECTION OF REAL ESTATE

SECTION OF REAL ESTATE. THE SUBJECT PROPERTY 29.16 ACRES OF LAND LOCATED IN MARION COUNTY, INDIANA (THE PROPERTY OWNED BY THE SOUTHCREEK DEVELOPMENT (THE "DEVELOPER") AND THE DEVELOPMENT CO. HEREBY PLATS, DIVIDES THE ESTATE INTO LOTS, STREETS, AND ALLEYS WITH THE PLAT TO WHICH THIS SECTION IS TO BE KNOWN AS "SOUTHCREEK, INDIANA" THE STREETS SHOWN ON THE PLAT

SECTION. THE PURPOSE OF THIS SECTION IS TO PROTECT THE VALUE, ATTRACTIVENESS, AND THE TRACTS CONSTITUTING THE SECTION I.

REAL ESTATE SHALL BE HELD, SOLD, CONVEYED, LEASED, AND TRANSFERRED, AND RESTRICTIONS HEREBY AND EXCLUSIVELY FOR THE BENEFIT AND EVERY PERSON OR ENTITY WHOSE INTEREST OR PORTIONS THEREOF ARE AFFECTED UPON ITS RECORDATION IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA.

THE DEVELOPER SHALL BE RESPONSIBLE TO PLAT AND/OR REPLAT THE PROPERTY AND TO FILE SUBDIVISION RECORDS WITH RESPECT TO ANY ADDITION TO THE SUBDIVISION. THE DEVELOPER SHALL, AT ANY TIME, BE RESPONSIBLE TO THE SCHEME OF THIS SECTION.

THE DEVELOPER SHALL BE RESPONSIBLE TO MAINTAIN THE PROPERTY FROM TIME TO TIME IN SUCH A MANNER AS TO BE CONSIDERED TO BE IN GOOD CONDITION AND TO MAINTAIN THE PROPERTY IN SUCH A MANNER AS TO BE CONSIDERED TO BE IN GOOD CONDITION.

THE DEVELOPER SHALL BE RESPONSIBLE TO MAINTAIN THE PROPERTY FROM TIME TO TIME IN SUCH A MANNER AS TO BE CONSIDERED TO BE IN GOOD CONDITION AND TO MAINTAIN THE PROPERTY IN SUCH A MANNER AS TO BE CONSIDERED TO BE IN GOOD CONDITION.

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THE DEVELOPER SHALL BE RESPONSIBLE TO MAINTAIN THE PROPERTY FROM TIME TO TIME IN SUCH A MANNER AS TO BE CONSIDERED TO BE IN GOOD CONDITION AND TO MAINTAIN THE PROPERTY IN SUCH A MANNER AS TO BE CONSIDERED TO BE IN GOOD CONDITION.

THE DEVELOPER SHALL BE RESPONSIBLE TO MAINTAIN THE PROPERTY FROM TIME TO TIME IN SUCH A MANNER AS TO BE CONSIDERED TO BE IN GOOD CONDITION AND TO MAINTAIN THE PROPERTY IN SUCH A MANNER AS TO BE CONSIDERED TO BE IN GOOD CONDITION.

(I) AUTOMOBILE STORAGE AREA. NO AUTOMOBILE GARAGE SHALL BE PERMANENTLY ENCLOSED OR CONVERTED TO OTHER USE WITHOUT THE SUBSTITUTION OF ANOTHER ENCLOSED ATTACHED AUTOMOBILE STORAGE AREA UPON THE LOT. NO CARPORTS SHALL BE PERMITTED. ALL GARAGES SHALL BE AT LEAST ADEQUATE TO HOUSE TWO (2) STANDARD SIZE AMERICAN AUTOMOBILES. ALL GARAGES MUST HAVE DOORS THAT ARE TO BE MAINTAINED IN USABLE CONDITION.

(J) CLOTHES DRYING AREAS. NO PORTION OF ANY LOT OR COMMON AREA SHALL BE USED AS A DRYING OR HANGING AREA FOR LAUNDRY OF ANY KIND, IT BEING THE INTENTION HEREOF THAT ALL SUCH FACILITIES SHALL BE PROVIDED WITHIN THE BUILDING TO BE CONSTRUCTED ON A LOT.

(K) LANDSCAPING. SEEDING AND/OR SPRIGGING SHALL BE REQUIRED ON ALL YARDS AFTER THE CONSTRUCTION OF THE DWELLING HAS BEEN COMPLETED.

(L) ANIMALS. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT OR ON THE COMMON AREAS. HOWEVER, DOGS, CATS AND OTHER COMMON HOUSEHOLD PETS MAY BE KEPT ON LOTS SUBJECT TO SUCH RULES AND REGULATIONS AS MAY BE ADOPTED BY THE ASSOCIATION, SO LONG AS THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES. NO ANIMALS SHALL BE ALLOWED TO RUN LOOSE AT ANY TIME.

(M) RUBBISH, TRASH AND GARBAGE. NO RUBBISH, TRASH, GARBAGE OR OTHER WASTE MATERIAL SHALL BE KEPT OR PERMITTED ON ANY LOT OR ON ANY COMMON AREA, EXCEPT IN SANITARY CONTAINERS LOCATED IN APPROPRIATE AREAS.

(N) FENCES, HEDGES AND WALLS. NO FENCE, HEDGE, WALL OR OTHER DIVIDING INSTRUMENTALITY SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT UNLESS APPROVED BY THE ARB. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN TWO (2) AND SIX (6) FEET ABOVE THE ROADWAYS 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 A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT-LINES.

(O) NOISANCES. NOTHING SHALL BE DONE OR MAINTAINED ON ANY LOT OR ON THE COMMON AREA WHICH MAY BE OR BECOME A NUISANCE TO THE NEIGHBORHOOD. IN THE EVENT OF A DISPUTE OR QUESTION AS TO WHAT MAY BE OR BECOME A NUISANCE, SUCH DISPUTE OR QUESTION SHALL BE SUBMITTED TO THE BOARD OF DIRECTORS OR THE HOMEOWNERS ASSOCIATION WHICH SHALL RENDER A DECISION IN WRITING, WHICH DECISION SHALL BE DISPOSITIVE OF SUCH DISPUTE OR QUESTION.

(P) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE.

(Q) COMMON AREAS. NOTHING SHALL BE ALTERED IN, CONSTRUCTED ON OR REMOVED FROM, ANY OF THE COMMON AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE ASSOCIATION.

(R) WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

(S) SEPTIC TANK AND WELL. NO SEPTIC TANK OR WELL SHALL BE PERMITTED ON ANY LOT. NO OIL DRILLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATION OF ANY KIND SHALL BE PERMITTED UPON ANY LOT; AND, NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE PERMITTED, MAINTAINED, OR PERMITTED UPON ANY LOT.

(T) WEEDS AND UNDERBRUSH. NO WEEDS, UNDERBRUSH OR OTHER VEGETATION SHALL BE PERMITTED TO GROW OR REMAIN UPON ANY LOT, AND NO REFUSE PILE OR UNSIGHTLY CONDITION

3.4 RIGHTS TO COMMON AREAS. ASSOCIATION, THROUGH THEIR DULY APPOINTED CONTRACTORS, SHALL HAVE THE RIGHT, AT THE OPTION OF THE OWNER THEREOF, TO ENTER ANY LOT OR TRACT ON ANY DATE TO PERFORM SUCH MAINTENANCE AS MAY BE AUTHORIZED HEREIN. THERE SHALL BE NO INTEREST IN THE COMMON AREAS, NOR SHALL DEVELOPERS OR OTHER PERSONS ACQUIRING ANY INTEREST IN ANY PART THEREOF, SEEK JUDICIAL PARTITION THEREOF. ANY INTEREST IN THE COMMON AREAS CONTAINED HEREIN SHALL BE CONSTRUED TO BE HELD IN CO-TENANCY.

ARTICLE FOUR: ARCHITECTURE

4.1 NECESSITY OF ARCHITECTURAL IMPROVEMENT OR STRUCTURE OF ANY KIND. ANY BUILDING, FENCE, WALL, COURT, SCREEN ENCLOSURE, EMBER, DECORATIVE BUILDING, LANDSCAPE DEVELOPMENT, ERECTED, PLACED OR MAINTAINED SHALL BE IN HARMONY WITH THE ARCHITECTURAL HARMONY OF THE SUBDIVISION. ANY ADDITION, CHANGE OR ALTERATION MADE, UNLESS AND UNTIL THE PLANS, SPECIFICATIONS AND DETAILS HAVE BEEN SUBMITTED TO AND APPROVED BY THE ASSOCIATION. ALL PLANS AND SPECIFICATIONS SHALL BE EVALUATED AS TO HARMONY OF EXTREMA RELATION TO SURROUNDING STRUCTURES CONFORMANCE WITH THE ARCHITECTURAL PLAN HEREIN.

4.2 PURPOSE OF ARCHITECTURAL AND ARCHITECTURAL CONTROL PROVISIONS. THE PURPOSE OF THESE DECLARATIONS WITH RESPECT TO ARCHITECTURE IS TO MAINTAIN ARCHITECTURAL HARMONY AND THAT THE ARCHITECTURAL HARMONY BE MAINTAINED.

4.3 ARCHITECTURAL CONTROL BOARD. THE BOARD OF ARCHITECTURAL CONTROL SHALL BE COMPOSED OF FIVE (5) MEMBERS OF THE ASSOCIATION, WHOSE DUTY IT SHALL BE TO APPOINT ALL OF THE MEMBERS OF THE BOARD AS IT MAY DEEM APPROPRIATE, AS LONG AS IT DOES NOT RELINQUISH THE RIGHT TO APPOINT. AFTER DEVELOPER NO LONGER OWNS A SUBDIVISION, SHALL BE APPOINTED BY THE BOARD OF DIRECTORS AT THE PLEASURE OF THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS SHALL HAVE THE RIGHT TO APPOINT MORE MEMBERS OF THE BOARD. THE BOARD OF ARCHITECTURAL CONTROL SHALL CONSTITUTE A QUORUM TO TRANSACT BUSINESS. THE BOARD OF ARCHITECTURAL CONTROL SHALL HAVE THE RIGHT TO APPOINT A QUORUM IS FIVE (5) MEMBERS OF THE BOARD. ANY VACANCY OCCURRING IN THE BOARD SHALL BE FILLED BY THE BOARD OF DIRECTORS. THE BOARD OF ARCHITECTURAL CONTROL SHALL HAVE THE RIGHT TO REMOVE A MEMBER OF THE BOARD UPON RESIGNATION, REMOVAL OR OTHER TERM OF OFFICE.

4.4 POWERS & DUTIES OF BOARD. THE BOARD OF ARCHITECTURAL CONTROL SHALL HAVE THE FOLLOWING POWERS AND DUTIES:

(1) TO APPROVE OR DISAPPROVE ANY ARCHITECTURAL PLAN, INCLUDING ANY ARCHITECTURAL PLAN

Nov 7 2 36 PM '87

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOUTHCREEK SECTION I

ARTICLE ONE: SUBDIVISION OF REAL ESTATE

1.1 SUBDIVISION AND PLATTING OF REAL ESTATE. THE SUBJECT REAL ESTATE CONSISTS OF APPROXIMATELY 29.16 ACRES OF LAND LOCATED IN SECTION 23 OF PERRY TOWNSHIP, MARION COUNTY, INDIANA (THE "REAL ESTATE"), WHICH IS CURRENTLY OWNED BY THE SOUTHCREEK DEVELOPMENT CO., AN INDIANA CORPORATION (THE "DEVELOPER") AND THE DECLARANT HEREIN. THE SOUTHCREEK DEVELOPMENT CO. HEREBY PLATS, SUBDIVIDES, AND DEDICATES THE REAL ESTATE INTO LOTS, STREETS, AND COMMON AREAS IN ACCORDANCE WITH THE PLAT TO WHICH THIS DECLARATION IS ATTACHED (THE "PLAT") TO BE KNOWN AS "SOUTHCREEK, SECTION I" (THE "SUBDIVISION"). THE STREETS SHOWN ON THE PLAT ARE HEREBY DEDICATED TO PUBLIC USE.

1.2 PURPOSE OF DECLARATION. THE PURPOSE OF THIS DECLARATION IS TO ENHANCE AND PROTECT THE VALUE, ATTRACTIVENESS, QUALITY, AND DESIRABILITY OF THE LOTS AND TRACTS CONSTITUTING THE SUBDIVISION KNOWN AS "SOUTHCREEK, SECTION I".

1.3 DECLARATION. THE REAL ESTATE SHALL BE HELD, TRANSFERRED, ENCUMBERED, USED, SOLD, CONVEYED, LEASED, AND OCCUPIED SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS CONTAINED IN THIS DECLARATION EXPRESSLY AND EXCLUSIVELY FOR THE BENEFIT OF THE REAL ESTATE AND OF EACH AND EVERY PERSON OR ENTITY WHO NOW OR IN THE FUTURE OWNS ANY PORTION OR PORTIONS THEREOF. THIS DECLARATION SHALL BECOME EFFECTIVE UPON ITS RECORDATION IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA.

1.4 MODIFICATIONS & ADDITIONS. THE DEVELOPER SHALL BE ENTITLED AT ANY TIME AND FROM TIME TO TIME, TO PLAT AND/OR REPLAT ALL OR ANY PART OF THE PROPERTY, AND TO FILE SUBDIVISION RESTRICTIONS AND/OR AMENDMENTS THERETO, WITH RESPECT TO ANY UNDEVELOPED PORTIONS OF OR ADDITIONS TO THE SUBDIVISION. DEVELOPER MAY, BUT SHALL HAVE NO OBLIGATION TO, ADD AT ANY TIME OR FROM TIME TO TIME ADDITIONAL LANDS TO THE SCHEME OF THIS DECLARATION, PROVIDED ONLY THAT:

- (1) ANY PORTIONS OF THE ADDITIONAL LAND FROM TIME TO TIME ADDED TO THE SCHEME OF THIS DECLARATION SHALL BE CONTIGUOUS TO PROPERTY THEN SUBJECT TO THE SCHEME OF THIS DECLARATION;
- (2) ANY PORTIONS OF SUCH ADDITIONAL LAND SHALL, AT THE TIME OF ADDITION TO THE SCHEME OF THIS DECLARATION, BE PLATTED AS SINGLE FAMILY RESIDENTIAL LOTS;
- (3) THE PLAT OF THE ADDITIONAL LAND SHALL DEDICATE, OR COMMIT TO DEDICATE, TO THE ASSOCIATION THE COMMON AREAS OF SAID PLAT OF THE ADDITIONAL LAND; AND
- (4) UPON ADDITION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION, THE OWNERS OF THE PROPERTY THEREIN SHALL BE AND BECOME SUBJECT TO THIS DECLARATION, AND SHALL HAVE ALL PRIVILEGES AND OBLIGATIONS SET FORTH IN THIS DECLARATION, INCLUDING ASSESSMENTS BY THE ASSOCIATION FOR THEIR PRORATA SHARE OF ASSOCIATION EXPENSES.

THE ADDITION AT ANY TIME OR FROM TIME TO TIME OF ALL OR ANY PORTION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION SHALL BE MADE AND EVIDENCED BY FILING IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA, A SUPPLEMENTARY DECLARATION WITH DEVELOPER RESERVES THE RIGHT TO SO AMEND AND SUPPLEMENT THIS DECLARATION WITHOUT THE CONSENT OR JOINDER OF THE ASSOCIATION OR OF ANY OWNER AND/OR MORTGAGEES OF LAND IN THE SUBDIVISION.

ARTICLE TWO: USE OF THE REAL ESTATE

2.1 PERMITTED USE. THE PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS MAY BE USED FOR SINGLE FAMILY RESIDENTIAL LIVING UNITS AND FOR NO OTHER PURPOSE.

2.2 OWNER'S OBLIGATION OF MAINTENANCE AND REPAIR. EACH OWNER SHALL, AT HIS SOLE COST AND EXPENSE, MAINTAIN AND REPAIR HIS RESIDENCE, KEEPING THE SAME IN A CONDITION COMPARABLE TO THE CONDITION OF SUCH RESIDENCE AT THE TIME OF ITS INITIAL CONSTRUCTION.

2.3 EASEMENTS. THE DEVELOPER HEREBY RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION, AND THEIR RESPECTIVE AGENTS, THE PERPETUAL RIGHT TO ACCESS ALL COMMON AREAS FOR THE PURPOSES OF INSPECTING, MAINTAINING AND ENJOYING THE SAME, THROUGH AND ALONG THOSE AREAS DESIGNATED AS ACCESS AND MAINTENANCE EASEMENTS ("A. & M.E.") ON THE PLAT. THE DEVELOPER ALSO RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION, THE UTILITY COMPANIES, AND THEIR RESPECTIVE AGENTS THE PERPETUAL RIGHT TO LOCATE, OPERATE, AND MAINTAIN UTILITY LINES, AND, TO ACCESS FOR PURPOSES OF INSPECTION AND MAINTENANCE, THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS ("D. & U.E.") ON THE PLAT. NO CHANGE IN ELEVATION SHALL BE PERMITTED AND NO OBSTRUCTION, VEGETATION OR STRUCTURE SHALL BE PERMITTED OR ALLOWED IN THE DESIGNATED EASEMENT AREAS WHICH WILL INTERFERE WITH THE RIGHTS GRANTED IN THESE EASEMENTS. FOR PURPOSES OF THIS SECTION, THE TERM "UTILITY COMPANIES" SHALL MEAN ANY PUBLIC OR PRIVATE COMPANY WITH WHICH THE DEVELOPER OR THE ASSOCIATION MAY CONTRACT WITH TO PROVIDE UTILITY SERVICES INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, TELEPHONE, ELECTRICAL, CABLE TELEVISION, AND

ALL OR ANY PART OF THE PROPERTY, AND TO FILE SUBDIVISION RESTRICTIONS AND/OR AMENDMENTS THERETO WITH RESPECT TO ANY UNDEVELOPED PORTIONS OR ADDITIONS TO THE SUBDIVISION. DEVELOPER MAY, BUT SHALL HAVE NO OBLIGATION TO, ADD AT ANY TIME OR FROM TIME TO TIME ADDITIONAL LANDS TO THE SCHEME OF THIS DECLARATION, PROVIDED ONLY THAT:

(1) ANY PORTIONS OF THE ADDITIONAL LAND FROM TIME TO TIME ADDED TO THE SCHEME OF THIS DECLARATION SHALL BE CONTIGUOUS TO PROPERTY THEN SUBJECT TO THE SCHEME OF THIS DECLARATION;

(2) ANY PORTIONS OF SUCH ADDITIONAL LAND SHALL, AT THE TIME OF ADDITION TO THE SCHEME OF THIS DECLARATION, BE PLATTED AS SINGLE FAMILY RESIDENTIAL LOTS;

(3) THE PLAT OF THE ADDITIONAL LAND SHALL DEDICATE, OR COMMIT TO DEDICATE, TO THE ASSOCIATION THE COMMON AREAS OF SAID PLAT OF THE ADDITIONAL LAND; AND

(4) UPON ADDITION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION, THE OWNERS OF THE PROPERTY THEREIN SHALL BE AND BECOME SUBJECT TO THIS DECLARATION, AND SHALL HAVE ALL PRIVILEGES AND OBLIGATIONS SET FORTH IN THIS DECLARATION, INCLUDING ASSESSMENTS BY THE ASSOCIATION FOR THEIR PRORATA SHARE OF ASSOCIATION EXPENSES.

THE ADDITION AT ANY TIME OR FROM TIME TO TIME OF ALL OR ANY PORTION OF THE ADDITIONAL LAND TO THE SCHEME OF THIS DECLARATION SHALL BE MADE AND EVIDENCED BY FILING IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA, A SUPPLEMENTARY DECLARATION WITH RESPECT TO THAT PORTION OF THE ADDITIONAL LAND TO BE ADDED. DEVELOPER RESERVES THE RIGHT TO SO AMEND AND SUPPLEMENT THIS DECLARATION WITHOUT THE CONSENT OR JOINDER OF THE ASSOCIATION OR OF ANY OWNER AND/OR MORTGAGEE OF LAND IN THE SUBDIVISION.

ARTICLE TWO: USE OF THE REAL ESTATE

2.1 PERMITTED USE. THE PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS MAY BE USED FOR SINGLE FAMILY RESIDENTIAL LIVING UNITS AND FOR NO OTHER PURPOSE.

2.2 OWNER'S OBLIGATION OF MAINTENANCE AND REPAIR. EACH OWNER SHALL, AT HIS SOLE COST AND EXPENSE, MAINTAIN AND REPAIR HIS RESIDENCE, KEEPING THE SAME IN A CONDITION COMPARABLE TO THE CONDITION OF SUCH RESIDENCE AT THE TIME OF ITS INITIAL CONSTRUCTION.

2.3 EASEMENTS. THE DEVELOPER HEREBY RETAINS FOR ITSELF AND AGENTS TO THE OWNERS, THE ASSOCIATION, AND THEIR RESPECTIVE PURPOSES OF INSPECTING, ACCESSING, MAINTAINING AND ENJOYING THE PROPERTY THROUGH AND ALONG THOSE AREAS DESIGNATED AS ACCESS AND MAINTENANCE BASEMENTS ("A. & M.E.") ON THE PLAT. THE DEVELOPER ALSO RETAINS FOR ITSELF AND GRANTS TO THE OWNERS, THE ASSOCIATION, THE UTILITY COMPANIES, AND THEIR RESPECTIVE AGENTS THE PERPETUAL RIGHT TO LOCATE, OPERATE, AND MAINTAIN UTILITY LINES, AND TO ACCESS FOR PURPOSES OF INSPECTION AND MAINTENANCE, THOSE AREAS DESIGNATED AS DRAINAGE AND UTILITY EASEMENTS ("D & U.E.") ON THE PLAT. NO CHANGE IN ELEVATION SHALL BE PERMITTED AND NO OBSTRUCTION, VEGETATION OR STRUCTURE SHALL BE PERMITTED ALLOWED IN THE DESIGNATED EASEMENT AREAS WHICH WILL INTERFERE WITH THE RIGHTS GRANTED IN THESE EASEMENTS. FOR PURPOSES OF THIS SECTION, THE TERM "UTILITY COMPANIES" SHALL MEAN ANY PUBLIC OR PRIVATE COMPANY WITH WHICH THE DEVELOPER OR THE ASSOCIATION MAY CONTRACT WITH TO PROVIDE UTILITY SERVICES INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, TELEPHONE, ELECTRICAL, NATURAL GAS, AND CABLE TELEVISION. THE TERM "UTILITY COMPANIES" SHALL BE DEEMED TO INCLUDE, BUT NOT LIMITED TO, THE INDIANAPOLIS POWER AND LIGHT CO., THE INDIANAPOLIS WATER CO., CITIZENS GAS CO., THE INDIANA BELL TELEPHONE CO., (AND THEIR AFFILIATES) AS WELL AS ANY DEPARTMENT OF THE CITY OF INDIANAPOLIS PROVIDING SUCH SERVICES.

2.4 RESTRICTIONS ON USE.

(A) BUSINESS ACTIVITIES. NO BUSINESS OR COMMERCIAL BUILDING MAY BE ERRECTED ON ANY LOT AND NO BUSINESS MAY BE CONDUCTED ON ANY PART THEREOF.

(B) ARCHITECTURAL APPROVAL. NO BUILDING OR OTHER IMPROVEMENT SHALL BE ERRECTED UPON ANY LOT WITHOUT PRIOR ARCHITECTURAL REVIEW BOARD (THE "ARB") APPROVAL AS HEREIN PROVIDED.

(C) FRACTIONAL LOTS. NO LOT SHALL BE DIVIDED, SUBDIVIDED OR REDUCED IN SIZE UNLESS EACH DIVIDED OR SUBDIVIDED PORTION THEREOF IS CONSOLIDATED WITH ONE OR MORE CONTIGUOUS LOTS UNDER ONE OWNERSHIP. IN THE EVENT OF THE DIVISION OR SUBDIVISION OF ANY LOT AS AFORESAID, THE OBLIGATION FOR ASSOCIATION EXPENSES ATTRIBUTABLE TO THE DIVIDED OR SUBDIVIDED LOT SHALL BE AND BECOME PROPORTIONATELY ATTRIBUTABLE AND CHARGEABLE TO THE CONTIGUOUS LOT, AND THE OWNER THEREOF. TO AND WITH WHICH ALL OR PORTIONS OF THE DIVIDED OR SUBDIVIDED LOT BECOME CONSOLIDATED IN THE EVENT THAT ONE OR MORE LOTS ARE DEVELOPED AS A UNIT, THE PROVISIONS OF THESE COVENANTS AND RESTRICTIONS WITH THE EXCEPTION OF ASSESSMENTS SHALL APPLY THERETO AS A SINGLE LOT. NO DWELLING OR OTHER STRUCTURE OR IMPROVEMENT SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY SITE NOT INCLUDING AT LEAST ONE (1) FULL PLATTED LOT ACCORDING TO THE PLAT.

(D) TEMPORARY BUILDINGS. NO TENTS, TRAILERS, VANS, SHACKS, TANKS, TEMPORARY OR ACCESSORY STRUCTURES SHALL BE ERRECTED OR PERMITTED TO REMAIN ON ANY LOT OR COMMON AREA WITHOUT THE WRITTEN CONSENT OF THE ARB.

(E) ANTENNAE. NO AERIAL, ANTENNA, OR SATELLITE DISH SHALL BE PLACED OR ERRECTED UPON ANY LOT, OR AFFIXED IN ANY MANNER TO THE EXTERIOR OF ANY BUILDING IN THE SUBDIVISION WITHOUT THE WRITTEN CONSENT OF THE ARB.

(F) BOATS AND MOTOR VEHICLES. NO BOATS, RECREATIONAL VEHICLES OR OTHER MOTOR VEHICLES, EXCEPT FOUR-WHEEL PASSENGER AUTOMOBILES AND PICKUP TRUCKS, SHALL BE PLACED, PARKED OR STORED UPON ANY LOT OR COMMON AREA, NOR SHALL ANY MAINTENANCE OR REPAIR BE PERFORMED UPON ANY BOAT OR MOTOR VEHICLE UPON ANY LOT WITHOUT THE WRITTEN CONSENT OF THE ARB, EXCEPT WITHIN A BUILDING TOTALLY ISOLATED FROM PUBLIC VIEW.

(G) TREES. NO TREE OR SHRUB, THE TRUNK OF WHICH EXCEEDS TWO (2) INCHES IN DIAMETER, SHALL BE CUT DOWN OR OTHERWISE DESTROYED WITHOUT THE PRIOR WRITTEN CONSENT OF THE ARB.

(H) ARTIFICIAL VEGETATION. NO ARTIFICIAL GRASS, PLANTS OR OTHER ARTIFICIAL VEGETATION SHALL BE PLACED OR MAINTAINED UPON THE EXTERIOR PORTION OF ANY LOT, UNLESS APPROVED BY THE ARB.

THCREEK - SECTION ONE: COVENA

(I) AUTOMOBILE STORAGE AREA. NO AUTOMOBILE GARAGE SHALL BE PERMANENTLY ENCLOSED OR CONVERTED TO OTHER USE WITHOUT THE SUBSTITUTION OF ANOTHER ENCLOSED ATTACHED AUTOMOBILE STORAGE AREA UPON THE LOT. NO CARPOUS SHALL BE PERMITTED. ALL GARAGES SHALL BE AT LEAST ADEQUATE TO HOUSE TWO (2) STANDARD SIZE AMERICAN AUTOMOBILES. ALL GARAGES MUST HAVE DOORS THAT ARE TO BE MAINTAINED IN USABLE CONDITION.

(J) CLOTHES DRYING AREAS. NO PORTION OF ANY LOT OR COMMON AREA SHALL BE USED AS A DRYING OR HANGING AREA FOR LAUNDRY OF ANY KIND, IT BEING THE INTENTION HEREOF THAT ALL SUCH FACILITIES SHALL BE PROVIDED WITHIN THE BUILDING TO BE CONSTRUCTED ON A LOT. SEEDING AND/OR SPRIGGING SHALL BE REQUIRED ON ALL YARDS AFTER THE CONSTRUCTION OF THE DWELLING HAS BEEN COMPLETED.

(L) ANIMALS. NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT OR ON THE COMMON AREAS. HOWEVER, DOGS, CATS AND OTHER COMMON HOUSEHOLD PETS MAY BE KEPT ON LOTS SUBJECT TO SUCH RULES AND REGULATIONS AS MAY BE ADOPTED BY THE ASSOCIATION. SO LONG AS THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES. NO ANIMALS SHALL BE ALLOWED TO RUN LOOSE AT ANY TIME.

(M) RUBBISH, TRASH AND GARBAGE. NO RUBBISH, TRASH, GARBAGE OR OTHER WASTE MATERIAL SHALL BE KEPT OR PERMITTED ON ANY LOT OR ON ANY COMMON AREA, EXCEPT IN SANITARY CONTAINERS LOCATED IN APPROPRIATE AREAS.

(N) FENCES, HEDGES AND WALLS. NO FENCE, HEDGE, WALL OR OTHER DIVIDING INSTRUMENTALITY SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT UNLESS APPROVED BY THE ARB. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN TWO (2) AND SIX (6) FEET ABOVE THE ROADWAYS 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 A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT-LINES.

(O) NUISANCES. NOTHING SHALL BE DONE OR MAINTAINED ON ANY LOT OR ON THE COMMON AREA WHICH MAY BE OR BECOME A NUISANCE TO THE NEIGHBORHOOD. IN THE EVENT OF A DISPUTE OR QUESTION AS TO WHAT MAY BE OR BECOME A NUISANCE, SUCH DISPUTE OR QUESTION SHALL BE SUBMITTED TO THE BOARD OF DIRECTORS OR THE HOMEOWNERS ASSOCIATION WHICH SHALL RENDER A DECISION IN WRITING. WHICH DECISION SHALL BE DISPOSITIVE OF SUCH DISPUTE OR QUESTION.

(P) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE OF COMMON AREAS. NOTHING SHALL BE ALTERED IN, CONSTRUCTED ON OR REMOVED FROM, ANY OF THE COMMON AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE ASSOCIATION.

(R) WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

(S) SEPTIC TANK AND WELL. NO OIL DRILLING, OIL DEVELOPMENT PERMITTED ON ANY LOT. NO OIL DRILLING, QUARRYING OR MINING OPERATION OF ANY KIND SHALL BE PERMITTED UPON ANY LOT; AND, NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERRECTED, MAINTAINED, OR PERMITTED UPON ANY LOT.

(T) WEEDS AND UNDERBRUSH. NO WEEDS, UNDERBRUSH OR OTHER UNSIGHTLY GROWTHS SHALL BE PERMITTED TO GROW OR REMAIN UPON ANY LOT OR ANY COMMON AREA, AND NO REFUSE PILE OR UNSIGHTLY OBJECTS SHALL BE ALLOWED TO BE PLACED OR SUFFERED TO REMAIN ANYWHERE THEREON; AND IN THE EVENT THAT ANY OWNER SHALL FAIL OR REFUSE TO KEEP HIS LOT FREE OF WEEDS, UNDERBRUSH OR REFUSE PILES, THE OTHER HOMEOWNERS OR OTHERS, THEN THE ASSOCIATION MAY ENTER UPON SAID LOT AND REMOVE THE SAME AT THE EXPENSE OF THE OWNER, AND SUCH ENTRY SHALL NOT BE DEEMED A TRESPASS.

2.5 EXCEPTIONS FOR DEVELOPMENT. DEVELOPER, OR THE TRANSFERRES OF DEVELOPER, SHALL UNDERTAKE THE WORK OF DEVELOPING ALL LOTS INCLUDED WITHIN THE SUBDIVISION. THE COMPLETION OF THAT WORK AND THE SALE OR OTHER DISPOSITION OF THE RESIDENTIAL UNITS IS ESSENTIAL TO THE ESTABLISHMENT AND WELFARE OF THE SUBDIVISION AS AN ON-GOING RESIDENTIAL COMMUNITY. IN ORDER THAT SUCH WORK MAY BE COMPLETED AND THE SUBDIVISION ESTABLISHED AS A FULLY-OCCUPIED RESIDENTIAL COMMUNITY AS SOON AS POSSIBLE, NOTHING IN THIS DECLARATION SHALL BE UNDERSTOOD OR CONSTRUED TO PREVENT THE DEVELOPER, DEVELOPER'S TRANSFERRES, OR THE EMPLOYEES, CONTRACTORS OR SUB-CONTRACTORS OF DEVELOPER, OR OF DEVELOPER'S TRANSFERRES, FROM DOING WHATEVER THEY MAY DETERMINE TO BE REASONABLY NECESSARY OR ADVISABLE FOR THE COMPLETION OF THE WORK AND THE ESTABLISHMENT OF THE SUBDIVISION AS A RESIDENTIAL COMMUNITY, AND THE DISPOSITION OF LOTS BY SALE, LEASE OR OTHERWISE. OWNER, UPON COMMENCEMENT OF CONSTRUCTION OF ANY RESIDENCE, DWELLING UNIT OR OTHER STRUCTURE, WHICH IS NOT PROHIBITED BY THE RESTRICTIONS OF RECORD, SHALL PURSUE THE PERFORMANCE OF ANY CONSTRUCTION DILIGENTLY AND CONTINUOUSLY UNTIL COMPLETION OF THE STRUCTURE INVOLVED. AS USED IN THIS SECTION, THE WORDS "LOTS TRANSFERRES" SPECIFICALLY EXCLUDE PURCHASERS OF LOTS IMPROVED WITH COMPLETED RESIDENCES.

ARTICLE THREE: COMMON AREAS

3.1 DESIGNATION OF COMMON AREAS. ALL AREAS ON THE PLAT DESIGNATED AS SUCH SHALL BE KNOWN AS "COMMON AREAS" AND THEIR USE SHALL BE GOVERNED BY THIS ARTICLE.

3.4 RIGHTS TO COMMON AREAS. CONTRACTORS, THROUGH THE ASSOCIATION, SHALL HAVE THE RIGHT TO ENTER ANY COMMON AREA ON ANY DATE TO PERFORM SUCH WORK AS MAY BE AUTHORIZED HEREIN. NO OTHER PERSON ACQUIRING AN INTEREST IN ANY COMMON AREA CONTAINED HEREIN SHALL BE PERMITTED TO ENTER ANY COMMON AREA OWNED IN CO-TENANCY WITH THE ASSOCIATION.

ARTICLE FOUR

4.1 NECESSITY OF IMPROVEMENT OR STRUCTURE. ANY BUILDING OR STRUCTURE, SCREEN ENCLOSURE, DECORATIVE BUILDING, OR OTHER STRUCTURE, ERRECTED, PLACED OR MAINTAINED ON ANY LOT OR COMMON AREA SHALL UNLESS AND UNTIL THE SAME SHALL HAVE BEEN EVALUATED AS TO HARMONIOUSNESS WITH THE ASSOCIATION'S INTERESTS AND THE RELATION TO SURROUNDING CONFORMANCE WITH THE ARCHITECTURAL CONTROL PLAN HEREIN.

4.2 PURPOSE OF ARCHITECTURAL CONTROL PLAN. THE PURPOSE OF THESE DECLARATIONS AND SUBDIVISION WILL BE TO DEFINE AND MAINTAIN THE ARCHITECTURAL CONTROL PLAN.

4.3 ARCHITECTURAL CONTROL PLAN. THE ARCHITECTURAL CONTROL PLAN SHALL BE A PLAN WHICH SHALL CONSIST OF THE ASSOCIATION'S RULES AND REGULATIONS TO APPOINT ALL OF THE MEMBERS OF THE ASSOCIATION AS IT MAY CHOOSE, AS A SUBDIVISION. MEMBERS OF THE ASSOCIATION SHALL BE ELIGIBLE TO BECOME MEMBERS OF THE ASSOCIATION AFTER DEVELOPER SHALL BE ELIGIBLE TO BECOME A MEMBER OF THE BOARD OF DIRECTORS OF THE ASSOCIATION. THE BOARD OF DIRECTORS OF THE ASSOCIATION SHALL CONSTITUTE A QUORUM OF THE ASSOCIATION AND THE ACTION OF THE BOARD OF DIRECTORS SHALL BE BINDING ON ALL MEMBERS OF THE ASSOCIATION. ANY VACANCY OCCURRING IN THE BOARD OF DIRECTORS OR OTHER TERMINATION OF OFFICE OF ANY MEMBER OF THE BOARD OF DIRECTORS SHALL BE FILLIED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION. RESIGNATION, REMOVAL OR EXCLUSION OF ANY MEMBER OF THE BOARD OF DIRECTORS SHALL BE BINDING ON ALL MEMBERS OF THE ASSOCIATION.

4.4 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS SHALL HAVE THE FOLLOWING POWERS AND DUTIES: (1) TO APPROVE OR DISAPPROVE ANY KIND OF WALL, SWIMMING POOL, DRIVEWAY, DISPOSAL SYSTEM, OR OTHER STRUCTURE, ERRECTED, PLACED OR MAINTAINED ON ANY LOT OR COMMON AREA OF WHICH IS PROPOSED OR UNDER CONSTRUCTION; (2) TO APPROVE OR DISAPPROVE ANY KIND OF WALL, SWIMMING POOL, DRIVEWAY, DISPOSAL SYSTEM, OR OTHER STRUCTURE, ERRECTED, PLACED OR MAINTAINED ON ANY LOT OR COMMON AREA OF WHICH IS PROPOSED OR UNDER CONSTRUCTION; (3) TO RECOMMEND TO THE BOARD OF DIRECTORS OF THE ASSOCIATION ANY AMENDMENT TO THE ARCHITECTURAL CONTROL PLAN; (4) TO RECOMMEND TO THE BOARD OF DIRECTORS OF THE ASSOCIATION ANY AMENDMENT TO THE ARCHITECTURAL CONTROL PLAN; (5) TO RECOMMEND TO THE BOARD OF DIRECTORS OF THE ASSOCIATION ANY AMENDMENT TO THE ARCHITECTURAL CONTROL PLAN.

(2) TO REQUIRE THE DEVELOPER TO OBTAIN PERMITS FROM THE CITY OF DENVER FOR ANY CONSTRUCTION OF ANY KIND OF WALL, SWIMMING POOL, DRIVEWAY, DISPOSAL SYSTEM, OR OTHER STRUCTURE, ERRECTED, PLACED OR MAINTAINED ON ANY LOT OR COMMON AREA OF WHICH IS PROPOSED OR UNDER CONSTRUCTION; (3) TO RECOMMEND TO THE BOARD OF DIRECTORS OF THE ASSOCIATION ANY AMENDMENT TO THE ARCHITECTURAL CONTROL PLAN; (4) TO RECOMMEND TO THE BOARD OF DIRECTORS OF THE ASSOCIATION ANY AMENDMENT TO THE ARCHITECTURAL CONTROL PLAN; (5) TO RECOMMEND TO THE BOARD OF DIRECTORS OF THE ASSOCIATION ANY AMENDMENT TO THE ARCHITECTURAL CONTROL PLAN.

3.4 RIGHTS TO COMMON AREAS. THE DEVELOPER AND THE ASSOCIATION, THROUGH THEIR DULY AUTHORIZED EMPLOYEES AND CONTRACTORS, SHALL HAVE THE RIGHT AFTER REASONABLE NOTICE TO THE OWNER THEREOF, TO ENTER ANY LOT OR TRACT AT ANY REASONABLE HOUR ON ANY DATE TO PERFORM SUCH MAINTENANCE TO THE COMMON AREAS AS MAY BE AUTHORIZED HEREIN. THERE SHALL BE NO JUDICIAL PARTITION OF THE COMMON AREAS, NOR SHALL DEVELOPER, OR ANY OWNER OR ANY OTHER PERSON ACQUIRING ANY INTEREST IN THE SUBDIVISION, OR ANY PART THEREOF, SEEK JUDICIAL PARTITION THEREOF. HOWEVER, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO PREVENT JUDICIAL PARTITION OF ANY LOT OWNED IN CO-TENANCY.

ARTICLE FOUR: ARCHITECTURAL CONTROL

4.1 NECESSITY OF ARCHITECTURAL REVIEW & APPROVAL. NO IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, SHALL BE COMMENCED, ERRECTED, PLACED OR MAINTAINED UPON ANY LOT, NOR SHALL ANY ADDITION, CHANGE OR ALTERATION THEREIN OR LOCATION OF MADE, UNLESS AND UNTIL THE PLANS, SPECIFICATIONS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO, AND APPROVED IN WRITING BY THE ASSOCIATION. ALL PLANS AND DESIGNATIONS SHALL BE EVALUATED AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY AND AS TO CONFORMANCE WITH THE ARCHITECTURAL PLANNING CRITERIA AS SET FORTH HEREIN.

4.2 PURPOSE OF ARCHITECTURAL CONTROL. THE PURPOSE OF THESE ARCHITECTURAL CONTROL PROVISIONS IS TO INSURE THAT THE STATED PURPOSE OF THESE DECLARATIONS WILL BE CARRIED OUT; THAT THE SUBDIVISION WILL BE DEVELOPED IN ACCORDANCE WITH A COMMON PLAN; AND, THAT THE ARCHITECTURAL HARMONY OF THE SUBDIVISION WILL BE MAINTAINED.

4.3 ARCHITECTURAL CONTROL BOARD. THE ARCHITECTURAL REVIEW AND CONTROL FUNCTIONS OF THE ASSOCIATION SHALL BE ADMINISTERED AND PERFORMED BY THE ARCHITECTURAL REVIEW BOARD (THE "ARB"), WHICH SHALL CONSIST OF THREE (3) MEMBERS, WHO NEED NOT BE MEMBERS OF THE ASSOCIATION. THE DEVELOPER SHALL HAVE THE RIGHT TO APPOINT ALL OF THE MEMBERS OF THE ARB, OR SUCH LESSER NUMBER AS IT MAY CHOOSE, AS LONG AS IT OWNS AT LEAST ONE LOT IN THE SUBDIVISION. MEMBERS OF THE ARB AS TO WHOM DEVELOPER MAY RELINQUISH THE RIGHT TO APPOINT, AND ALL MEMBERS OF THE ARB AFTER DEVELOPER NO LONGER OWNS AT LEAST ONE LOT IN THE SUBDIVISION, SHALL BE APPOINTED BY, AND SHALL SERVE AT THE PLEASURE OF, THE BOARD OF DIRECTORS OF THE ASSOCIATION. AT ANY TIME THAT THE BOARD OF DIRECTORS HAS THE RIGHT TO APPOINT ONE OR MORE MEMBERS OF THE ARB, THE BOARD SHALL APPOINT AT LEAST (1) ARCHITECT OR BUILDING CONTRACTOR THERETO. A MAJORITY OF THE ARB SHALL CONSTITUTE A QUORUM TO TRANACT BUSINESS AT ANY MEETING OF THE ARB, AND THE ACTION OF A MAJORITY PRESENT AT A MEETING AT WHICH A QUORUM IS PRESENT SHALL CONSTITUTE THE ACTION OF THE ARB. ANY VACANCY OCCURRING ON THE ARB BECAUSE OF DEATH, RESIGNATION, OR OTHER TERMINATION OF SERVICE OF ANY MEMBER THEREOF, SHALL BE FILLED BY THE BOARD OF DIRECTORS; EXCEPT THAT DEVELOPER, TO THE RESIGNATION, REMOVAL OR OTHER TERMINATION OF SERVICES OF ANY MEMBER OF THE ARB APPOINTED BY DEVELOPER.

4.4 POWERS & DUTIES OF BOARD. THE ARB SHALL HAVE THE FOLLOWING POWERS AND DUTIES:

(1) TO APPROVE OR DISAPPROVE ANY IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT OR CHANGE OR MODIFICATION THERETO, THE CONSTRUCTION, ERECTION, PERFORMANCE OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION, AND TO APPROVE OR DISAPPROVE ANY EXTERIOR ADDITIONS, CHANGES, MODIFICATIONS OR ALTERATIONS THEREIN OR THEREON. ALL DECISIONS OF THE ARB SHALL BE SUBMITTED IN WRITING TO THE BOARD OF DIRECTORS OF THE ASSOCIATION, AND EVIDENCE THEREOF MAY BE MADE BY A CERTIFICATE, IN RECORDABLE FORM, EXECUTED BY THE PRESIDENT OR ANY VICE-PRESIDENT OF THE ASSOCIATION. ANY PARTY AGGRIEVED BY A DECISION OF THE ARB SHALL HAVE THE RIGHT TO MAKE A WRITTEN REQUEST TO THE BOARD OF DIRECTORS OF THE ASSOCIATION, WITHIN THIRTY (30) DAYS OF SUCH DECISION, FOR A REVIEW THEREOF. THE DETERMINATION OF THE BOARD UPON REVIEWING ANY SUCH DECISION SHALL IN ALL EVENTS BE DISPOSITIVE.

(2) TO REQUIRE SUBMISSION TO THE ARB OF TWO (2) COMPLETE SETS OF ALL PLANS AND SPECIFICATIONS FOR ANY IMPROVEMENTS OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, ENCLOSURE, SEWER, RAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT. THE CONSTRUCTION OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION. THE ARB MAY ALSO REQUIRE SUBMISSION OF SAMPLES OF BUILDING MATERIALS PROPOSED FOR USE ON ANY LOT, AND MAY REQUIRE SUCH ADDITIONAL INFORMATION AS REASONABLY MAY BE NECESSARY FOR THE BOARD TO COMPLETELY EVALUATE THE PROPOSED STRUCTURE OR IMPROVEMENT IN ACCORDANCE WITH THIS DECLARATION AND THE ARCHITECTURAL PLANNING CRITERIA.

(3) TO RECOMMEND, FROM TIME TO TIME, TO THE BOARD OF DIRECTORS OF THE ASSOCIATION MODIFICATIONS AND/OR AMENDMENTS TO THE ARCHITECTURAL PLANNING CRITERIA. ANY MODIFICATIONS OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA SHALL BE CONSISTENT WITH THE PROVISIONS OF THIS DECLARATION, AND SHALL NOT BE EFFECTIVE UNTIL ADOPTED BY A MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION AT A MEETING DULY

(B) LAYOUT. NO FOUNDATION FOR NOR SHALL CONSTRUCTION COMMENCE IN A THE LAYOUT FOR THE BUILDING IS APPLIED PURPOSE OF THIS APPROVAL TO A UNNECESSARILY DISTURBED AND THAT THE ITS MOST ADVANTAGEOUS POSITION.

(C) BUILDING EXTERIORS. THE APPROVAL OF ALL EXTERIOR COLOR PLAN: TO THE ARB A COLOR PLAN SHOWING THE WALLS, SHUTTERS, TRIMS, ETC. THE SURROUNDING AREAS AND THE EXTENT TO WHICH THE NATURAL COLOR SCHEME OF A YARD SHALL HAVE FINAL APPROVAL OF ALL UNLESS SPECIFICALLY AUTHORIZED BY HAVE A MASONRY EXTERIOR EXCEPT FOR THE SECOND STORY OF A TWO-STORY DW SIDING SHALL BE PERMITTED.

(D) ROOF. A FLAT ROOF SHALL APPROVED BY THE ARB. SUCH AREAS PERMITTED ARE PORCHES AND PATIOS. ON THE ENTIRE MAIN BODY OF THE BUILDING SHALL HAVE DISCRETION TO APPROVE: BODY OF THE BUILDING. PARTICULARLY DESIGN. NO BUILT-UP ROOFS SHALL BE OF ALL PITCHED ROOFS SHALL BE TILE ASPHALT OR FIBERGLASS SHINGLE, OR THE ARB.

(E) GARAGES. IN ADDITION TO PARAGRAPH "A" HEREIN, ALL GARAGES TWENTY-TWO (21) FEET FOR A TWO-CAR GARAGE; THREE-CAR GARAGE; MEASUREMENTS. ALL GARAGES MUST HAVE EITHER A MINIMUM DOOR WIDTH OF SIXTEEN FEET DOORS FOR A TWO-CAR GARAGE INDIVIDUAL OVERHEAD DOORS, EACH WITH FOUR OR FIVE-INCH BLOCK, STOP COMBINATION OF THE FOREGOING.

(F) SIGNS. NO SIGN OF A PUBLIC VIEW ON ANY LOT EXCEPT: MORE THAN ONE SQUARE FOOT; (2) SQUARE FEET ADVERTISING THE PRO ONE SIGN OF NOT MORE THAN TEN (5) ADVERTISE THE PROPERTY DURING THE

(I) PLAY STRUCTURES. ALL OTHER FIXED GAMES AND PLAY STRUCTURE OF THE DWELLING, OR ON THE WITHIN THE SETBACK LINES. NO PLAY STRUCTURE OF A SIMILAR KIND OR PART OF A LOT LOCATED IN FRONT OF CONSTRUCTED THEREON, AND ANY FENCE OR WALLS. THE OF ANY FENCE OR WALL TO BE SUBJECT TO THE APPROVAL OF THE COMPOSITION OF ANY FENCE OR MATERIAL USED IN THE SURROUNDING

(M) LANDSCAPING. SEEDING, TO PRESERVE ALL EXISTING TREES TO PERFORM ALL EXISTING TREES TO TENNIS COURT TO BE CONSTRUCTED ON REQUIREMENTS OF THE ARB, WHICH THE FOLLOWING: (1) COMPOSITION TESTED AND ACCEPTED BY THE FOUR (4) FEET TO A LINE EXTENDED OF THE DWELLING; (3) NO SCREEN A LINE EXTENDED AND ALIGNED WITH UNLESS APPROVED BY THE ARB, VISIBLE FROM THE STREET IN FRONT AND CONSTRUCTION OF TENNIS OR BY ARB; (6) ANY LIGHTING OF THE LIGHTING; AND, (7) NO ABOVE MAINTAINED AS A DUMPING GROUND. ALL TRASH, GARBAGE AND OTHER CONTAINERS AND, EXCEPT DURING THE CURB, ALL CONTAINERS SHALL THE ARB SHALL REQUIRE TO BE COM

(N) TEMPORARY STRUCTURE CHARACTER, TRAILER, BASEMENT, T OUT BUILDING SHALL BE USED ON EITHER TEMPORARILY OR PERMANENT USED AS A SALES OFFICE DURING T OR OTHER DEVELOPMENTS BY DEVELOPERS SHALL TAKE INTO ACCOUNT THE N AND SHRUBS AND ENCOURAGE THE LANDSCAPING PLAN. NO TREES OF (1) FOOT ABOVE NATURAL GRADE APPROVAL OF THE ARB, WHICH REMOVAL IS NECESSARY FOR THE C IMPROVEMENT.

AND PERFORMED BY THE ARCHITECTURAL REVIEW BOARD (THE "ARB"), WHICH SHALL CONSIST OF THREE (3) MEMBERS, WHO NEED NOT BE MEMBERS OF THE ASSOCIATION. THE DEVELOPER SHALL HAVE THE RIGHT TO APPOINT ALL OF THE MEMBERS OF THE ARB, OR SUCH LESSER NUMBER AS IT MAY CHOOSE, AS LONG AS IT OWNS AT LEAST ONE LOT IN THE SUBDIVISION. MEMBERS OF THE ARB AS TO WHOM DEVELOPER MAY RELINQUISH THE RIGHT TO APPOINT, AND ALL MEMBERS OF THE ARB AFTER DEVELOPER NO LONGER OWNS AT LEAST ONE LOT IN THE SUBDIVISION, SHALL BE APPOINTED BY, AND SHALL SERVE AT THE PLEASURE OF, THE BOARD OF DIRECTORS OF THE ASSOCIATION. AT ANY TIME THAT THE BOARD OF DIRECTORS HAS THE RIGHT TO APPOINT ONE OR MORE MEMBERS OF THE ARB, THE BOARD SHALL APPOINT AT LEAST (1) ARCHITECT OR BUILDING CONTRACTOR THERETO. A MAJORITY OF THE ARB SHALL CONSTITUTE A QUORUM TO TRANSACT BUSINESS AT ANY MEETING OF THE ARB, AND THE ACTION OF A MAJORITY PRESENT AT A MEETING AT WHICH A QUORUM IS PRESENT SHALL CONSTITUTE THE ACTION OF THE ARB. ANY VACANCY OCCURRING ON THE ARB BECAUSE OF DEATH, RESIGNATION, OR OTHER TERMINATION OF SERVICE OF ANY MEMBER THEREOF, SHALL BE FILLED BY THE BOARD OF DIRECTORS, EXCEPT THAT DEVELOPER, TO THE EXCLUSION OF THE BOARD, SHALL FILL ANY VACANCY CREATED BY DEATH, RESIGNATION, REMOVAL OR OTHER TERMINATION OF SERVICES OF ANY MEMBER OF THE ARB APPOINTED BY DEVELOPER.

4.4 POWERS & DUTIES OF BOARD. THE ARB SHALL HAVE THE FOLLOWING POWERS AND DUTIES:

(1) TO APPROVE OR DISAPPROVE ANY IMPROVEMENT OR STRUCTURE OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, SCREEN ENCLOSURE, SEWER, DRAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT OR CHANGE OR MODIFICATION THEREOF, THE CONSTRUCTION, ERECTION, PERFORMANCE OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION, AND TO APPROVE OR DISAPPROVE ANY EXTERIOR ADDITIONS, CHANGES, MODIFICATIONS OR ALTERATIONS THEREIN OR THEREON. ALL DECISIONS OF THE ARB SHALL BE SUBMITTED IN WRITING TO THE BOARD OF DIRECTORS OF THE ASSOCIATION, AND EVIDENCE THEREOF MAY BE MADE BY A CERTIFICATE, IN RECORDABLE FORM, EXECUTED BY THE PRESIDENT OR ANY VICE-PRESIDENT OF THE ASSOCIATION. ANY PARTY AGGRIEVED BY A DECISION OF THE ARB SHALL HAVE THE RIGHT TO MAKE A WRITTEN REQUEST TO THE BOARD OF DIRECTORS OF THE ASSOCIATION, WITHIN THIRTY (30) DAYS OF SUCH DECISION, FOR A REVIEW THEREOF. THE DETERMINATION OF THE BOARD UPON REVIEWING ANY SUCH DECISION SHALL IN ALL EVENTS BE DISPOSITIVE.

(2) TO REQUIRE SUBMISSION TO THE ARB OF TWO (2) COMPLETE SETS OF ALL PLANS AND SPECIFICATIONS FOR ANY IMPROVEMENTS OR STRUCTURE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY BUILDING, FENCE, WALL, SWIMMING POOL, TENNIS COURT, ENCLOSURE, SEWER, RAIN, DISPOSAL SYSTEM, DECORATIVE BUILDING, LANDSCAPE DEVICE OR OBJECT, OR OTHER IMPROVEMENT, THE CONSTRUCTION OR PLACEMENT OF WHICH IS PROPOSED UPON ANY LOT IN THE SUBDIVISION. THE ARB MAY ALSO REQUIRE SUBMISSION OF SAMPLES OF BUILDING MATERIALS PROPOSED FOR USE ON ANY LOT, AND MAY REQUIRE SUCH ADDITIONAL INFORMATION AS REASONABLY MAY BE NECESSARY FOR THE BOARD TO COMPLETELY EVALUATE THE PROPOSED STRUCTURE OR IMPROVEMENT IN ACCORDANCE WITH THIS DECLARATION AND THE ARCHITECTURAL PLANNING CRITERIA.

(3) TO RECOMMEND, FROM TIME TO TIME, TO THE BOARD OF DIRECTORS OF THE ASSOCIATION MODIFICATIONS AND/OR AMENDMENTS TO THE ARCHITECTURAL PLANNING CRITERIA. ANY MODIFICATIONS OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA SHALL BE CONSISTENT WITH THE PROVISIONS OF THIS DECLARATION, AND SHALL NOT BE EFFECTIVE UNTIL ADOPTED BY A MAJORITY OF THE MEMBERS OF THE BOARD OF DIRECTORS OF THE ASSOCIATION AT A MEETING DULY CALLED AND NOTICED AND AT WHICH A QUORUM IS PRESENT AND VOTING NOTICE OF ANY MODIFICATION OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA, INCLUDING A VERBATIM COPY OF SUCH CHANGE OR MODIFICATION, SHALL BE DELIVERED TO EACH MEMBER OF THE ASSOCIATION; PROVIDED THAT, THE DELIVERY TO EACH MEMBER OF THE ASSOCIATION OF NOTICE AND A COPY OF ANY MODIFICATION OR AMENDMENT TO THE ARCHITECTURAL PLANNING CRITERIA SHALL NOT CONSTITUTE A CONDITION PRECEDENT TO THE EFFECTIVENESS OR VALIDITY OF SUCH CHANGE OR MODIFICATION.

(4) TO ADOPT A SCHEDULE OF REASONABLE FEES FOR PROCESSING REQUESTS FOR ARB APPROVAL OF PROPOSED IMPROVEMENTS. SUCH FEES, IF ANY, SHALL BE PAYABLE TO THE ASSOCIATION, IN CASH, AT THE TIME THAT PLANS AND SPECIFICATIONS ARE SUBMITTED TO THE ARB.

4.5 ARCHITECTURAL PLANNING CRITERIA

(A) BUILDING TYPE. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING TOGETHER WITH AN ENCLOSED GARAGE FOR NOT LESS THAN TWO (2) NOR MORE THAN THREE (3) CARS. NO SINGLE STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCREENED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND SIX HUNDRED (1,600) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCREENED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND (1,000) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A TOTAL LIVING AREA, UPSTAIRS AND DOWNSTAIRS, OF LESS THAN TWO THOUSAND (2,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THIRTY-FIVE (35) FEET IN HEIGHT. UNLESS APPROVED BY THE ARB AS TO USE, LOCATION AND ARCHITECTURAL DESIGN, NO GARAGE, TOOL OR STORAGE ROOM MAY BE CONSTRUCTED SEPARATE AND APART FROM THE RESIDENTIAL DWELLING, NOR CAN ANY SUCH STRUCTURE BE CONSTRUCTED PRIOR TO CONSTRUCTION OF THE MAIN RESIDENCE DWELLING.

ALL EXTERIOR BUILDING MATERIALS. BLOCK SHALL NOT BE PERMITTED ON DETACHED STRUCTURE UNLESS PRIOR TO THE ARB. THE ARB SHALL DISCOURAGE TI FACADES AND ENCOURAGE THE USE OF FOUR OR FIVE-INCH BLOCK, STO COMBINATION OF THE FOREGOING.

(B) SIGNS. NO SIGN OF PUBLIC VIEW ON ANY LOT EXCEPT: MORE THAN ONE SQUARE FOOT; (2) SQUARE FEET ADVERTISING THE PRO SQUARE SIGN OF NOT MORE THAN TEN 1 ADVERTISE THE PROPERTY DURING TH

(I) PLAY STRUCTURES. ALL OTHER FIXED GAMES AND PLAY STRUCTURE REAR OF THE DWELLING, OR ON THE WITHIN THE SETBACK LINES. NO PL STRUCTURE OF A SIMILAR KIND OR NA "ART OF A LOT LOCATED IN FRONT O CONSTRUCTED THEREON, AND ANY APPROVAL OF THE ARB.

(J) FENCES AND WALLS. THE OF ANY FENCE OR WALL TO BE CO SUBJECT TO THE APPROVAL OF THE COMPOSITION OF ANY FENCE OR W MATERIAL USED, IN THE SURROUNDING (K) LANDSCAPING. SEEDING, REQUIRED IN THE FRONT, SIDE AND I OF THE ARB IN THE APPROVAL OF A TO PRESERVE ALL EXISTING TREES W (L) SWIMMING POOLS AND TENNIS COURT TO BE CONSTRUCTED O REQUIREMENTS OF THE ARB, WHICH THE FOLLOWING: (1) COMPOSITI TESTED AND ACCEPTED BY THE I (2) THE OUTSIDE EDGE OF ANY FI FOUR (4) FEET TO A LINE EXTENDE OF THE DWELLING; (3) NO SCREEN A LINE EXTENDED AND ALIGNED WIT UNLESS APPROVED BY THE ARB!

VISIBLE FROM THE STREET IN FRON AND CONSTRUCTION OF TENNIS OR B BY ARB; (6) ANY LIGHTING OR SHALL BE DESIGNED SO AS TO BUFFE THE LIGHTING; AND, (7) NO ABOVE (M) GARBAGE AND TRASH COM MAINTAINED AS A DUMPING GROUND. I ALL TRASH, GARBAGE AND OTHER CONTAINERS AND, EXCEPT DURING FI THE CURB. ALL CONTAINERS SHALL THE ARB SHALL REQUIRE TO BE CONS (N) TEMPORARY STRUCTURES CHARACTER, TRAILER, BASEMENT, TE OUT BUILDING SHALL BE USED ON A EITHER TEMPORARILY OR PERMANEN USED AS A SALES OFFICE DURING TE OR OTHER DEVELOPMENTS BY DEVELO (O) REMOVAL OF TREES. IN SHALL TAKE INTO ACCOUNT THE NA AND SHRUBS AND ENCOURAGE THE C LANDSCAPING PLAN. NO TREES OF (1) FOOT ABOVE NATURAL GRADE I APPROVAL OF THE ARB, WHICH A REMOVAL IS NECESSARY FOR THE CO IMPROVEMENT.

(P) WINDOW AIR CONDITION CONDITIONING UNITS SHALL BE PER OR SHRUB PLANTING WHICH OBSTR PLACED OR PERMITTED TO REMAI TRIANGULAR AREA FORMED BY THE CONNECTING THEM AT POINTS T INTERSECTION OF THE STREET LI PROPERTY CORNER, FROM THE INTER WITH THE EDGE OF A DRIVEWAY OR, THE FOLLAGE LINE IS MAINTAINED! OBSTRUCTION OF SUCH SIGHT-LINES UTILITIES, INCLUDING, BUT NOT TELEPHONE AND TELEVISION SHALL CONNECTING POINT TO THE BUILDING ACCEPTABLE TO THE GOVERNING UT.

(S) BUILDING SET-BACK TWENTY-FIVE (25) FEET IN PRO REAR AND TEN (10) FEET ON TH CONSIDERED TO HAVE TWO FRONTS ARE TO THE BASE OF THE DWELLIN (T) ANTENNAE. NO AERI SHALL BE PLACED OR ERRECTED U MANNER TO THE EXTERIOR OF ANY I THE WRITTEN APPROVAL OF THE ARB (U) ARB REPORTS. THE REQUIRED IN THE FOREGOING ARCI BE DELIVERED IN WRITING TO ASSOCIATION AND TO THE LOT OF EVENT THE ARB FAILS TO AF SPECIFICATIONS WITHIN THIRTY (IN ANY EVENT, IF NO SUIT TO COMMENCED PRIOR TO THE COMPLET REQUIRED AND THE RELATED CRI: FULLY COMPLIED WITH.

(V) UTILITY CONNECTIONS (W) REMOVAL OF TREES. IN SHALL TAKE INTO ACCOUNT THE NA AND SHRUBS AND ENCOURAGE THE C LANDSCAPING PLAN. NO TREES OF (1) FOOT ABOVE NATURAL GRADE I APPROVAL OF THE ARB, WHICH A REMOVAL IS NECESSARY FOR THE CO IMPROVEMENT.

(X) TEMPORARY STRUCTURES CHARACTER, TRAILER, BASEMENT, TE OUT BUILDING SHALL BE USED ON A EITHER TEMPORARILY OR PERMANEN USED AS A SALES OFFICE DURING TE OR OTHER DEVELOPMENTS BY DEVELO (O) REMOVAL OF TREES. IN SHALL TAKE INTO ACCOUNT THE NA AND SHRUBS AND ENCOURAGE THE C LANDSCAPING PLAN. NO TREES OF (1) FOOT ABOVE NATURAL GRADE I APPROVAL OF THE ARB, WHICH A REMOVAL IS NECESSARY FOR THE CO IMPROVEMENT.

(Y) WINDOW AIR CONDITION CONDITIONING UNITS SHALL BE PER OR SHRUB PLANTING WHICH OBSTR PLACED OR PERMITTED TO REMAI TRIANGULAR AREA FORMED BY THE CONNECTING THEM AT POINTS T INTERSECTION OF THE STREET LI PROPERTY CORNER, FROM THE INTER WITH THE EDGE OF A DRIVEWAY OR, THE FOLLAGE LINE IS MAINTAINED! OBSTRUCTION OF SUCH SIGHT-LINES UTILITIES, INCLUDING, BUT NOT TELEPHONE AND TELEVISION SHALL CONNECTING POINT TO THE BUILDING ACCEPTABLE TO THE GOVERNING UT.

(Z) BUILDING SET-BACK TWENTY-FIVE (25) FEET IN PRO REAR AND TEN (10) FEET ON TH CONSIDERED TO HAVE TWO FRONTS ARE TO THE BASE OF THE DWELLIN (T) ANTENNAE. NO AERI SHALL BE PLACED OR ERRECTED U MANNER TO THE EXTERIOR OF ANY I THE WRITTEN APPROVAL OF THE ARB (U) ARB REPORTS. THE REQUIRED IN THE FOREGOING ARCI BE DELIVERED IN WRITING TO ASSOCIATION AND TO THE LOT OF EVENT THE ARB FAILS TO AF SPECIFICATIONS WITHIN THIRTY (IN ANY EVENT, IF NO SUIT TO COMMENCED PRIOR TO THE COMPLET REQUIRED AND THE RELATED CRI: FULLY COMPLIED WITH.

(AA) BUILDING TYPE. NO BUILDING SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING TOGETHER WITH AN ENCLOSED GARAGE FOR NOT LESS THAN TWO (2) NOR MORE THAN THREE (3) CARS. NO SINGLE STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCREENED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND SIX HUNDRED (1,600) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A GROUND FLOOR LIVING AREA (EXCLUSIVE OF OPEN OR SCREENED PORCHES, TERRACES AND GARAGES) OF LESS THAN ONE THOUSAND (1,000) SQUARE FEET. NO TWO STORY DWELLING SHALL HAVE A TOTAL LIVING AREA, UPSTAIRS AND DOWNSTAIRS, OF LESS THAN TWO THOUSAND (2,000) SQUARE FEET. NO BUILDING SHALL BE MORE THAN THIRTY-FIVE (35) FEET IN HEIGHT. UNLESS APPROVED BY THE ARB AS TO USE, LOCATION AND ARCHITECTURAL DESIGN, NO GARAGE, TOOL OR STORAGE ROOM MAY BE CONSTRUCTED SEPARATE AND APART FROM THE RESIDENTIAL DWELLING, NOR CAN ANY SUCH STRUCTURE BE CONSTRUCTED PRIOR TO CONSTRUCTION OF THE MAIN RESIDENCE DWELLING.

(B) LAYOUT. NO FOUNDATION FOR A BUILDING SHALL BE POURED, NOR SHALL CONSTRUCTION COMMENCE IN ANY MANNER OR RESPECT, UNTIL THE LAYOUT FOR THE BUILDING IS APPROVED BY THE ARB. IT IS THE PURPOSE OF THIS APPROVAL TO ASSURE THAT NO TREES ARE UNNECESSARILY DISTURBED AND THAT THE HOME IS PLACED ON THE LOT IN ITS MOST ADVANTAGEOUS POSITION.

(C) BUILDING EXTERIORS. THE ARB SHALL HAVE THE FINAL APPROVAL OF ALL EXTERIOR COLOR PLANS AND EACH OWNER MUST SUBMIT TO THE ARB A COLOR PLAN SHOWING THE COLOR OF THE ROOF, EXTERIOR WALLS, SHUTTERS, TRIMS, ETC. THE ARB SHALL CONSIDER THE EXTENT TO WHICH THE COLOR PLAN IS CONSISTENT WITH THE HOMES IN THE SURROUNDING AREAS AND THE EXTENT TO WHICH THE COLOR PLAN CONFORMS WITH THE NATURAL COLOR SCHEME OF AND FOR THE SUBDIVISION. THE ARB SHALL HAVE FINAL APPROVAL OF ALL EXTERIOR BUILDING MATERIALS. UNLESS SPECIFICALLY AUTHORIZED BY THE ARB, ALL DWELLINGS SHALL HAVE A MASONRY EXTERIOR EXCEPT FOR GABLES, PORCHES, GARAGES AND THE SECOND STORY OF A TWO-STORY DWELLING. NO VINYL OR ALUMINUM SIDING SHALL BE PERMITTED.

(D) ROOF. A PLAT ROOF SHALL NOT BE PERMITTED UNLESS APPROVED BY THE ARB. SUCH AREAS WHERE PLAT ROOFS MAY BE PERMITTED ARE PORCHES AND PATIOS. THERE SHALL BE NO PLAT ROOFS ON THE ENTIRE MAIN BODY OF THE BUILDING; PROVIDED THAT THE ARB SHALL HAVE DISCRETION TO APPROVE SUCH ROOFS ON PART OF THE MAIN BODY OF THE BUILDING, PARTICULARLY IF MODERN OR CONTEMPORARY IN DESIGN. NO BUILT-UP ROOFS SHALL BE PERMITTED. THE COMPOSITION OF ALL PITCHED ROOFS SHALL BE TILE, CEDAR SHAKE SHINGLE, SLATE ASPHALT OR FIBERGLASS SHINGLE, OR OTHER COMPOSITION APPROVED BY THE ARB.

(E) GARAGES. IN ADDITION TO THE REQUIREMENTS STATED IN PARAGRAPH "A" HEREIN, ALL GARAGES SHALL HAVE A MINIMUM WIDTH OF TWENTY-TWO (22) FEET FOR A TWO-CAR GARAGE OR THIRTY-THREE (33) FEET FOR A THREE-CAR GARAGE; MEASURED FROM INSIDE WALLS OF THE GARAGE. ALL GARAGES MUST HAVE EITHER A SINGLE OVERHEAD DOOR WITH A MINIMUM DOOR WIDTH OF SIXTEEN (16) FEET OR TWO (2) EIGHT (8) FOOT DOORS FOR A TWO-CAR GARAGE, OR TWO (2) OR THREE (3), INDIVIDUAL OVERHEAD DOORS, EACH A MINIMUM OF EIGHT (8) FEET IN WIDTH FOR A THREE-CAR GARAGE.

(F) DRIVEWAYS. ALL DWELLINGS SHALL HAVE A DRIVEWAY AT LEAST SIXTEEN (16) FEET IN WIDTH AT THE ENTRANCE TO THE GARAGE WHICH SHALL BE PAVED WITH ASPHALT, CONCRETE OR SOME OTHER STABLE AND PERMANENT MATERIAL APPROVED BY THE ARB.

(G) DWELLING QUALITY. THE ARB SHALL HAVE FINAL APPROVAL OF ALL EXTERIOR BUILDING MATERIALS. EIGHT-INCH (OR LARGER) CONCRETE BLOCK SHALL NOT BE PERMITTED ON THE EXTERIOR OF ANY BUILDING OR DETACHED STRUCTURE UNLESS PRIOR APPROVAL IS OBTAINED FROM THE ARB. THE ARB SHALL DISCOURAGE THE USE OF IMITATION MATERIAL FOR FACADES AND ENCOURAGE THE USE OF FRONT MATERIALS SUCH AS BRICK, FOUR OR FIVE-INCH BLOCK, STONE, WOOD, AND STUCCO, OR A COMBINATION OF THE FOREGOING.

(H) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE.

(I) PLAY STRUCTURES. ALL BASKETBALL BACKBOARDS AND ANY OTHER FIXED GAMES AND PLAY STRUCTURES SHALL BE LOCATED AT THE REAR OF THE DWELLING, OR ON THE INSIDE PORTION OF CORNER LOTS WITHIN THE SETBACK LINES. NO PLATFORM, DOG HOUSE, PLAYHOUSE OR STRUCTURE OF A SIMILAR KIND OR NATURE SHALL BE CONSTRUCTED ON ANY PART OF A LOT LOCATED IN FRONT OF THE REAR LINE OF THE RESIDENCE. CONSTRUCTED THEREON, AND ANY SUCH STRUCTURE MUST HAVE PRIOR APPROVAL OF THE ARB.

(J) FENCES AND WALLS. THE COMPOSITION, LOCATION AND HEIGHT OF ANY FENCE OR WALL TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE APPROVAL OF THE ARB. THE ARB SHALL REQUIRE THE COMPOSITION OF ANY FENCE OR WALL TO BE CONSISTENT WITH THE MATERIAL USED. IN THE SURROUNDING HOMES AND OTHER FENCES IF ANY.

(K) LANDSCAPING. SEEDING, SPRIGGING OR SODDING SHALL BE REQUIRED IN THE FRONT, SIDE AND REAR YARDS. IT SHALL BE THE GOAL OF THE ARB IN THE APPROVAL OF ANY LANDSCAPE PLAN AND LAYOUT PLAN TO PRESERVE ALL EXISTING TREES WHERE POSSIBLE.

(L) SWIMMING POOLS AND TENNIS COURTS. ANY SWIMMING POOL OR TENNIS COURT TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE ARB, WHICH INCLUDE, BUT ARE NOT LIMITED, TO THE FOLLOWING: (1) COMPOSITION TO BE OF MATERIAL THOROUGHLY TESTED AND ACCEPTED BY THE INDUSTRY FOR SUCH CONSTRUCTION; (2) THE OUTSIDE EDGE OF ANY POOL WALL MAY NOT BE CLOSER THAN FOUR (4) FEET TO A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING; (3) NO SCREENING OF POOL AREA MAY BEYOND A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING UNLESS APPROVED BY THE ARB; (4) POOL SCREENING MAY NOT BE VISIBLE FROM THE STREET IN FRONT OF THE DWELLING; (5) LOCATION AND CONSTRUCTION OF TENNIS OR BADMINTON COURTS MUST BE APPROVED BY ARB; (6) ANY LIGHTING OF A POOL OR OTHER RECREATION AREA SHALL BE DESIGNED SO AS TO BUFFER THE SURROUNDING RESIDENCES FROM THE LIGHTING; AND, (7) NO ABOVE GROUND POOLS SHALL BE ALLOWED.

(M) GARBAGE AND TRASH CONTAINERS. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR OTHER WASTE. ALL TRASH, GARBAGE AND OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND, EXCEPT DURING PICKUP, IF REQUIRED TO BE PLACED AT THE CURB, ALL CONTAINERS SHALL BE KEPT WITHIN AN ENCLOSURE WHICH THE ARB SHALL REQUIRE TO BE CONSTRUCTED WITH EACH DWELLING.

(N) TEMPORARY STRUCTURES. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUT BUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY, EXCEPT THAT THE LOT MAY BE USED AS A SALES OFFICE DURING THE DEVELOPMENT OF THE SUBDIVISION, OR OTHER DEVELOPMENTS BY DEVELOPER IN THE SAME AREA.

(O) REMOVAL OF TREES. IN REVIEWING BUILDING PLANS, THE ARB SHALL TAKE INTO ACCOUNT THE NATURAL LANDSCAPING SUCH AS TREES, AND SHRUBS AND ENCOURAGE THE OWNER TO INCORPORATE THEM IN HIS LANDSCAPING PLAN. NO TREES OF TWO (2) INCHES IN DIAMETER AT ONE (1) FOOT ABOVE NATURAL GRADE SHALL BE CUT OR REMOVED WITHOUT APPROVAL OF THE ARB, WHICH APPROVAL MAY BE GIVEN WHEN SUCH

(B) SIGNS. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO PUBLIC VIEW ON ANY LOT EXCEPT: (1) ONE TEMPORARY SIGN OF NOT MORE THAN ONE SQUARE FOOT; (2) ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT; OR, (3) ONE SIGN OF NOT MORE THAN TEN SQUARE FEET USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALE PHASE.

(I) PLAY STRUCTURES. ALL BASKETBALL BACKBOARDS AND ANY OTHER FIXED GAMES AND PLAY STRUCTURES SHALL BE LOCATED AT THE REAR OF THE DWELLING, OR ON THE INSIDE PORTION OF CORNER LOTS WITHIN THE SETBACK LINES. NO PLATFORM, DOG HOUSE, PLAYHOUSE OR STRUCTURE OF A SIMILAR KIND OR NATURE SHALL BE CONSTRUCTED ON ANY PART OF A LOT LOCATED IN FRONT OF THE REAR LINE OF THE RESIDENCE CONSTRUCTED THEREON, AND ANY SUCH STRUCTURE MUST HAVE PRIOR APPROVAL OF THE ARB.

(J) FENCES AND WALLS. THE COMPOSITION, LOCATION AND HEIGHT OF ANY FENCE OR WALL TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE APPROVAL OF THE ARB. THE ARB SHALL REQUIRE THE COMPOSITION OF ANY FENCE OR WALL TO BE CONSISTENT WITH THE MATERIAL USED IN THE SURROUNDING HOMES AND OTHER FENCES IF ANY.

(K) LANDSCAPING. SEEDING, SPRIGGING OR SODDING SHALL BE REQUIRED IN THE FRONT, SIDE AND REAR YARDS. IT SHALL BE THE GOAL OF THE ARB IN THE APPROVAL OF ANY LANDSCAPE PLAN AND LAYOUT PLAN TO PRESERVE ALL EXISTING TREES WHERE POSSIBLE.

(L) SWIMMING POOLS AND TENNIS COURTS. ANY SWIMMING POOL OR TENNIS COURT TO BE CONSTRUCTED ON ANY LOT SHALL BE SUBJECT TO THE REQUIREMENTS OF THE ARB, WHICH INCLUDE, BUT ARE NOT LIMITED, TO THE FOLLOWING: (1) COMPOSITION TO BE OF MATERIAL THOROUGHLY TESTED AND ACCEPTED BY THE INDUSTRY FOR SUCH CONSTRUCTION; (2) THE OUTSIDE EDGE OF ANY POOL WALL MAY NOT BE CLOSER THAN FOUR (4) FEET TO A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING; (3) NO SCREENING OF POOL AREA MAY STAND BEYOND A LINE EXTENDED AND ALIGNED WITH THE SIDE WALLS OF THE DWELLING UNLESS APPROVED BY THE ARB; (4) POOL SCREENING MAY NOT BE VISIBLE FROM THE STREET IN FRONT OF THE DWELLING; (5) LOCATION AND CONSTRUCTION OF TENNIS OR BADMINTON COURTS MUST BE APPROVED BY ARB; (6) ANY LIGHTING OF A POOL OR OTHER RECREATION AREA SHALL BE DESIGNED SO AS TO BUFFER THE SURROUNDING RESIDENCES FROM THE LIGHTING; AND, (7) NO ABOVE GROUND POOLS SHALL BE ALLOWED.

(M) GARBAGE AND TRASH CONTAINERS. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR OTHER WASTE CONTAINERS AND, EXCEPT DURING PICKUP, IF REQUIRED TO BE PLACED AT THE CURB, ALL CONTAINERS SHALL BE KEPT WITHIN AN ENCLOSURE WHICH THE ARB SHALL REQUIRE TO BE CONSTRUCTED WITH EACH DWELLING.

(N) TEMPORARY STRUCTURES. NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUT BUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE EITHER TEMPORARILY OR PERMANENTLY, EXCEPT THAT THE LOT MAY BE USED AS A SALES OFFICE DURING THE DEVELOPMENT OF THE SUBDIVISION, OR OTHER DEVELOPMENTS BY DEVELOPER IN THE SAME AREA.

(O) REMOVAL OF TREES. IN REVIEWING BUILDING PLANS, THE ARB SHALL TAKE INTO ACCOUNT THE NATURAL LANDSCAPING SUCH AS TREES, AND SHRUBS AND ENCOURAGE THE OWNER TO INCORPORATE THEM IN HIS LANDSCAPING PLAN. NO TREES OF TWO (2) INCHES IN DIAMETER AT ONE (1) FOOT ABOVE NATURAL GRADE SHALL BE CUT OR REMOVED WITHOUT APPROVAL OF THE ARB, WHICH APPROVAL MAY BE GIVEN WHEN SUCH REMOVAL IS NECESSARY FOR THE CONSTRUCTION OF A DWELLING OR OTHER IMPROVEMENT.

(P) WINDOW AIR CONDITIONING UNITS. NO WINDOW OR WALL AIR CONDITIONING UNITS SHALL BE PERMITTED.

(Q) SIGHT DISTANCE AT INTERSECTIONS. NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AND ELEVATIONS BETWEEN TWO (2) AND SIX (6) FEET ABOVE THE ROADWAYS 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 A STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY OR ALLEY PAVEMENT. NO TREES SHALL BE PERMITTED TO REMAIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT-LINES.

(R) UTILITY CONNECTIONS. BUILDING CONNECTIONS FOR ALL UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, ELECTRICITY, TELEPHONE AND TELEVISION SHALL BE RUN UNDERGROUND FROM THE PROPER CONNECTING POINT TO THE BUILDING STRUCTURE IN SUCH A MANNER TO BE ACCEPTABLE TO THE GOVERNING UTILITY AUTHORITY.

(S) BUILDING SET-BACKS. BUILDING SET-BACKS SHALL BE TWENTY-FIVE (25) FEET IN FRONT, TWENTY-FIVE (25) FEET IN THE REAR AND TEN (10) FEET ON THE SIDES. A CORNER LOT SHALL BE CONSIDERED TO HAVE TWO FRONTS AND TWO SIDES. ALL MEASUREMENTS ARE TO THE BASE OF THE DWELLING.

(T) ANTENNAE. NO AERIAL, ANTENNA, OR SATELLITE DISH SHALL BE PLACED OR ERRECTED UPON ANY LOT, OR AFFIXED IN ANY MANNER TO THE EXTERIOR OF ANY BUILDING IN THE SUBDIVISION WITHOUT THE WRITTEN APPROVAL OF THE ARB.

(U) ARB REPORTS. THE ARB'S APPROVAL OR DISAPPROVAL AS REQUIRED IN THE FOREGOING ARCHITECTURAL PLANNING CRITERIA SHALL BE DELIVERED IN WRITING TO THE BOARD OF DIRECTORS OF THE ASSOCIATION AND TO THE LOT OWNER SUBMITTING THE SAME. IN THE EVENT THE ARB FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS WITHIN THIRTY (30) DAYS OR SUBMISSION THERETO, OR IN ANY EVENT, IF NO SUIT TO ENJOIN THE CONSTRUCTION HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, APPROVAL WILL NOT BE REQUIRED AND THE RELATED CRITERIA SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.