

REFERENCES FOR CCR ISSUES

BRUSH ON LOTS

Pg. 14 Article VI "Exterior Maintenance", Section 1 "Obligation" states:
"All Living Units and other buildings located within the Subdivision must be kept in good repair and must be painted when necessary to preserve their attractiveness. Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition. **All damaged, diseased beyond recovery or dead trees shall be cut and removed from any Lot at the expense of the Owner. Vacant Lots shall be mowed and maintained in appearance by the Owner and shall not be used as a dumping ground for rubbish**, trash, rubble, or soil, except that the Declarant or the Committee may designate fill areas into which materials specified by Declarant or the Committee may be placed. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above-ground utility equipment. The Association shall have the right to enter upon the Lots to plant, install, maintain and replace such shrubbery or other screening devices. Owners of residences shall construct and maintain a fence or other suitable enclosure to screen from public view the drying of clothes, yard equipment and wood piles or storage piles."

Pg. 14 Article VII "Exterior Maintenance", Section 2 "Failure to Maintain" states: "In the event any Owner of any Lot in the Subdivision fails to maintain the Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association, after (7) days notice to the Owner of said Lot, setting forth the action intended to be taken by the Association and after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right (but no obligation), through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements located thereon. **To the extent necessary to prevent rat infestation, diminish fire hazards** and accomplish any of the above needed repair, maintenance and restoration, the Association shall have the right (but no obligation), through its agents and employees, to enter any residence or improvement located upon such Lot. Neither the Association or its agents or employees shall be liable, and are expressly relieved from any liability for trespass or other tort in connection with the performance of the exterior maintenance and other work authorized in this article. The cost of such exterior maintenance and other work shall be the personal obligation of the Owner of the Lot on which it was performed and shall become a part of the assessment payable by said Owner and secured by the liens herein retained."

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BRUSH ON LOTS - cont

Pg.16, Article VIII , "Use Restrictions", Section 7, "Disposal of Trash", states: *"No portion of the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other waste shall be kept in sanitary containers* and out of sight of the Common Area and any street or adjacent Lot, except on days designated by the Association for pick-up of such garbage by a disposal company or companies selected by the Association. In a manner consistent with good housekeeping, the Owner of each Lot shall remove such prohibited matter from his Lot at regular intervals at his expense. No incinerator may be maintained on any portion of the Subdivision."

Pg. 20, Article IX, "Architectural Restrictions", Section 17, "Landscaping", states: "Within ninety (90) days of completion of a house, the front yard shall be completely sodded or hydromulched with grass and landscaped in accordance with the landscape plans submitted by the Owner. Each Lot shall have at least three (3) three (3) inch trees, and if a lot does not have at least three (3) three (3) inch trees, the Owner shall be required to plant such additional trees so that each lot has at least three (3) three (3) inch trees or larger. For the purposes of this provision Juniper and /or Cedar trees do not qualify as acceptable trees. Grass and weeds shall be kept mowed to prevent an unsightly appearance. *Dead or damaged trees or other shrubbery, which might create a hazard to the property or persons within the Subdivision shall be promptly removed and repaired*, and if not removed within thirty (30) days after written request by the Declarant of the Association, the Declarant or the Association may remove or cause to be removed such trees and/or shrubbery at the Owners expense and shall not be liable for damage caused by such removal. Vacant lots shall be mowed and maintained in appearance by the Owner."

GRASS AND WEEDS

Pg. 14 Article VI "Exterior Maintenance", Section 1" Obligation" states: "All Living Units and other buildings located within the Subdivision must be kept in good repair and must be painted when necessary to preserve their attractiveness. *Grass, vegetation and weeds on each Lot shall be cut as often as may be necessary to maintain the same in a neat and attractive condition*. All damaged, diseased beyond recovery or dead trees shall be cut and removed from any Lot at the expense of the Owner. *Vacant Lots shall be mowed and maintained in appearance by the Owner* and shall not be used as a dumping ground for rubbish, trash, rubble, or soil, except that the Declarant or the Committee may designate fill areas into which materials specified by Declarant or the Committee may be placed.

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GRASS AND WEEDS - cont

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GRASS AND WEEDS - cont

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STORAGE OF BUILDING MATERIALS

Pg. 16, Article VIII, "Use Restrictions", Section 9, "Storage of Building Materials", states: *"No Lot shall be used for storage of any material except that required for landscaping or construction which materials shall not be placed or stored upon any lot until the Owner is ready to commence construction of improvements on the Lot,* at which time materials shall be placed within the property lines of the Lot upon which the improvements are to be constructed, and shall not be placed in the street or upon any Common Areas."

PETS

Pg.1 of Amendment, Article VIII, "Use Restrictions", Section 5, "Animals and Livestock", states: "Raising, breeding, housing, maintaining, or keeping of animals of any kind on any Lot, any common area, or any other area in the Subdivision is prohibited. However, *no more than a total of four (4) dogs, cats or other animals of a type traditionally classified as household pets ("pets") may be kept on a single Lot. Pets that are kept exclusively inside the Living Unit do not count against the maximum of four (4) Pets.* All Pets must be kept consistent with the Living Unit's use as a private residence, and may not be bred or kept for commercial purposes, or for remuneration of any kind. *All dogs not in the immediate possession of the Owner or the Owner's agent when outdoors must be penned in an approved enclosure on the Owner's Lot.* (See Article IX, Section of its 10.) *No dog will be allowed on any portion of the Subdivision other than the Lot owner unless confined to a leash.* No Pet may be chained or leashed outside an approved enclosure on its Owner's Lot unless being walked on a leash. All Pets must be properly tagged for identification, and all Owners must ensure that their pets comply at all times with all local health regulations such as registration and vaccination regulations. No Pet shall be allowed to make an unreasonable amount of noise or become a nuisance."

STORAGE OF VEHICLES

Pg.1 of Amendment, Article VIII , "Use Restrictions", Section 8, "Storage of Vehicles", states: "No portion of the Subdivision streets or Common Area shall be used for the storage or parking of boats, trailers, campers, mobile homes, recreational vehicles, motorcycles, go-carts, personal off-road vehicles, personal watercraft, unused or inoperable motor vehicles; machinery, equipment or parts of any kind; or any other items the Association deems unsightly or inappropriate. The aforementioned types of vehicles and/or machinery may be kept on Lots, consistent with the Owner's Lot as a private residence, provided they are kept or stored entirely within a garage or other approved place and are completely out of view from the Common Area, any street, and any adjacent Lot. ***No Owner of any Lot in the Subdivision or any visitor or guest of any Owner shall be permitted to perform work on any vehicle or machinery in any driveway or street other than work of a routine and temporary nature wherein the vehicle shall not remain inoperable, or otherwise under repair, in excess of forty-eight (48) hours.***

The regular parking of ***operable automobiles*** is limited at all times to garages, driveways, parking pads, or improved parking spaces that are approved by the Architectural Control Committee. Parking on grass, sidewalks, front, side, or rear yard areas, or other unimproved parking spaces is prohibited. No garage may be enclosed for living or used for purposes other than storage of automobiles and other common residential use unless another approved garage is built. All garage doors shall be kept closed when the garage is not in use. Guest may park on the street for no longer than 10 hours in any 24-hour period.. Vehicles parked on the street must be parked entirely on the street and not on any part of a Lot or Common Area.

Applicability to Tenants. Owners are responsible for seeing that their guest, tenants and other invitees comply with all governing documents, and are responsible for any fines or other charges assessed to their guests', tenants', or invitees' violations."

ACC APPROVAL REQUIRED

Pg. 12, Article VI, "Architectural Control", Section 2, "Duties and Powers", states: The purpose of the Committee is to protect the environmental and architectural integrity of the Subdivision in accordance with the provisions of this Declaration. ***No building, fence, wall or other structure or improvement of***

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ACC APPROVAL REQUIRED- cont

any nature shall be placed, constructed, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the construction plans and specifications for the same shall have been submitted to and approved in writing by the Committee as to (a) conformity and harmony of external design and location in relationship to surrounding structures and topography, and (b) quality of workmanship and materials. Any plans and specifications to be submitted shall specify, in such forms as the Committee may reasonably require, the location upon the Lot where the improvements are to be placed and the dimensions thereof as well as appropriate information concerning the structural, mechanical, electrical and plumbing details and the nature, kind, shape, heights, color scheme and materials of the proposed improvements or alterations, and shall comply with the Plan Approval Process and Permit Requirements of the Committee attached hereto as Exhibit "A". The Committee shall also have the right, where not otherwise set forth herein, to: (a) Waive any requirement or restriction set forth in this Declaration; (b) Specify minimum setbacks; (3) Specify the location, heights and extent of fences, walls, or other screening devices; (4) Specify the orientation of structures and landscaping on Lots with respect to streets, walks and structures on adjacent properties, however, the Committee shall not require setbacks further away from the streets than any platted building line; and (5) Specify a limited number of acceptable exterior materials and/or finishes that may be used in the construction, alteration or repair of any improvement."

PRIOR PRECEDENT ISSUES

Page 14, Art VI, Section 5. *No Waiver or Estoppel. No action or failure to act by the Committee or by the Board of Directors shall constitute a waiver or estoppel with respect to future action by the Committee or Board of Directors with respect to the construction of any improvements within the Subdivision.....*

Page 23, Art XIII, Section 1. *Enforcement.* The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by reason of the provisions contained in this Declaration of Covenants, Conditions and Restrictions. *Failure of the Association or any Owner to enforce any of the provisions herein contained shall in no event be deemed a waiver to of the right to do so thereafter.*