

SECTION VI RULES AND REGULATIONS GOVERNING CONSTRUCTION

A. GENERAL

These rules and regulations are for compliance by all owners, contractors, subcontractors, material suppliers, maintenance personnel and any others engaged in construction or allied activity in The Traditions. These regulations are not intended to restrict, penalize or impede construction activity during reasonable performance of duties while within The Traditions. Rather, they will be enforced fairly to achieve the objectives enumerated below and in the Declaration and to facilitate orderly and controlled construction activity thereby preserving the overall quality of The Traditions. Violations are subject to assessments and repeated violations may be cause for denial of access.

B. GUIDELINES WITHIN THE JURISDICTION OF THE ARCHITECTURAL REVIEW BOARD

1. Site Clearing. Site clearing or construction on any property within The Traditions is not permitted without first obtaining The Traditions Final Approval. Site clearing material must be transported in a covered truck. No burning of brush, trees, or trash is allowed in The Traditions. Trash fires are not allowed in The Traditions and violators will be fined in accordance with Violation fines in the Schedule of Assessments in Section B, paragraph 8 of this Section VI.

2. Trash Receptacles. Each construction site must have a suitable trash receptacle. Building sites must be cleared of litter each day and stored in the trash receptacle for removal when full. Trash receptacles must remain covered at all times in order to prevent the trash from scattering in case of wind. The dumping of construction trash is not permitted within The Traditions.

3. Portable Toilets. Each construction site must be furnished with at least one (1) portable toilet prior to any on-site construction. These toilets will be placed in an inconspicuous location, with the door facing away from any view from the adjacent street or residence. Clean and sanitary conditions are required for all toilets.

4. Compliance with Architectural Review Board Approvals. All building and landscape plans must be approved in writing by the ARB; the Developer shall hold the owner and the builder jointly responsible for building in accordance with the building and landscape plans as approved by The Traditions Final Approval. Construction must be complete to a point of being granted a certificate of occupancy within eighteen (18) months of the commencement of construction of the residence on the homesite. The landscaping work shall be completed upon the earlier of the following to occur: (i) within eighteen (18) months of the commencement of construction of the residence on the homesite, or (ii) thirty (30) days from occupancy of the residence. Any change to the exterior of the residence, siting, driveway, garage, etc., must receive prior written approval from the ARB. Failure to comply may result in an assessment (see schedule below).

5. Signs. To minimize visual clutter, the ARB only allows a construction site sign standard to be used on all construction sites. The ARB only allows the general contractor's logo to be incorporated into this sign.

6. Rules and Regulations. The rules and regulations promulgated by The Traditions Homeowners Association, Inc. and any applicable governmental entity must be reviewed prior to all construction in The Traditions and adhered to during such construction. These rules and regulations include items such as: construction hours, trespassing, trash hauling, fill dirt hauling, trash fires, etc.

7. Schedule of Assessments for Violations of the Rules and Regulations of The Traditions. The following is a schedule of assessments that will be enforced when a builder, owner, or owner's agent violates the covenants/regulations of The Traditions. The assessments collected will be used for grounds beautification in common areas and will not be refunded to the owner or builder. An assessment may be appealed (see below).

8. Assessment Appeal. Assessments levied by The Traditions ARB due to violations may be appealed, in writing, with appropriate justification, to the Chairman of The Traditions ARB. The ARB will establish specific procedures for appeals.

Schedule of Assessments

<u>Type of Violation</u>	<u>Assessment</u>
a) Not providing trash receptacles for construction or keeping site clean of debris	\$100 per violation
b) Trash fires	\$100 per violation
c) Clearing of site without stake-out approval or obtaining The Traditions Final Approval (includes unauthorized tree removal)	\$500 per violation. This violation warrants possible expulsion of the responsible contractor and denial of further construction within The Traditions
d) Improperly hauling trash	\$100 per violation and/or revocation of vehicle access
e) Construction that does not conform to plans approved by the ARB	\$500 per violation. This violation warrants possible expulsion of the contractor and denial of construction, with removal of the unauthorized construction within The Traditions
f) Failure to provide properly sited portable toilet	\$100 per violation per day

g) Noncomplying signage	\$100 per violation per day
h) Pets on construction sites	\$50 per violation
i) Fishing in lakes	\$50 per violation per day
j) Trespassing on adjoining homesites and properties, equipment, material storage, etc. Trespass of private property is prohibited without written consent from the owner	\$500 per violation
k) Excessive Noise	\$100 per violation
l) Construction Hour Violation (see item 9 below)	\$250 per violation
m) Sunday/Holiday Work Violation	\$250 per violation

PUBLISHED HOLIDAYS:

**New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day**

- n) Unauthorized clearing of Traditions Common Areas \$1000 per violation
(Builder/Owner will also be required to restore common area at builder/owner expense)

9. Construction Hours. Daily working hours for each construction site shall be 7:00AM to 7:00PM Monday through Saturday. No construction work shall be permitted on Sunday or published Holidays (item m). No construction that involves high noise levels shall be permitted prior to 8:00AM or after 6:00PM. The ARB may in special circumstances provide variances to these hours, so long as it can be shown the variance shall not create a disturbance to neighbors.

10. Miscellaneous Practices. All owners will be absolutely responsible for the conduct and behavior of their agents, representatives, builders, contractors, and subcontractors in Traditions. The following practices are prohibited in Traditions:

- a. Changing oil on any vehicle or equipment on the site itself.
- b. Allowing concrete suppliers and contractors to clean their equipment other than at locations included in the approved site plan.
- c. Removing any rocks, plant material, topsoil, or similar items from any property of others within Traditions, including construction sites, except in accordance with ARB approvals.
- d. Discharging any type of firearms on the property or creating any other unduly loud or offensive noises.

- e. Using disposal methods or units other than those approved by the ARB.
- f. Careless disposition of cigarettes and other flammable material. At least one 10-pound ABD-rated dry chemical fire extinguisher shall be available in a conspicuous place on the construction site at all times.
- g. Careless treatment of removal of any plant materials not approved for removal by the ARB.
- h. Allowing excessive dust or noise on the construction site. Radios and other audio equipment will not be allowed to play at levels that are disruptive to the neighbors and to golf play on the Club Properties.
- i. No pets, particularly dogs, may be brought into Traditions by construction personnel. In the event hereof, the Association, the ARB, or the Developer shall have the right to contact the authorities to impound the pet, to refuse to permit the builder or subcontractor involved to continue work on the project, or to take such other action as may be permitted by law, the Declaration of Covenants, Conditions and Restrictions or Architectural Guidelines.

C. COSTS OR EXPENSES

In no event will Developer or the ARB be responsible for any costs or expenses incurred by any owner, builder, their agents or to any other person whomsoever in complying, or attempting to comply, with the requirements of this document.

D. HOLD HARMLESS

Neither the ARB nor Developer will have any duty, responsibility, or liability to any owner, builder, their agents or to any other person whomsoever in respect to the exercise of its rights, or the failure to exercise its rights. The ARB may reject the plans based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. Owners and builders agree to hold the ARB and Developer harmless from any actions, claims, damages, or costs arising from an ARB review of the plans.

then fiscal year of the Association and the number of days then remaining in the month in which such Lot or Home is first conveyed.

9.13 Designation. The designation of Assessment type shall be made by the Association. Prior to the Class B Control Period Expiration Date, any such designation must be approved by Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

9.14 Association Initial Expense Fund. The Association has established a capital fund for the operation of the Association (the "Association Initial Expense Fund"). There shall be collected from each Owner that purchases a Home or Lot from Declarant at the time of conveyance of each Home or Lot an amount equal to two (2) months' Annual Assessments. Each Owner's share of the Association Initial Expense Fund shall be transferred to the Association immediately after the closing of the Home or Lot. The Association Initial Expense Fund shall be used to reduce the deficit that might otherwise be funded by Declarant or for any other purposes deemed appropriate by Declarant and/or the Association. Without limiting the foregoing, no portion of the Association Initial Expense Fund shall be used for the payment of legal fees or litigation expenses. To the extent of any deficiencies in the Common Areas or Limited Common Areas, the Association shall use the Association Initial Expense Fund to remedy such deficiencies before making any claim against Declarant. Moreover, the total amount of such funds and interest accrued thereon, if any, shall be a set-off against any amounts payable by Declarant to the Association. Amounts paid into the Association Initial Expense Fund are not to be considered as advance payment of Assessments and may be used by the Association for any purpose whatsoever. Notwithstanding anything herein to the contrary, Declarant shall have the option to waive contributions to the Association Initial Expense Fund. No representation or warranty is made by Declarant or the Association that, on the date that Declarant turns over control of the Association to the Members, any funds will be turned over to the Association from the Association Initial Expense Fund.

9.15 Golf Club Dues. The Golf Club shall collect from Owners, Golf Club Dues. The Golf Club Dues are in addition to Assessments collected by the Association. The Association and Golf Club Owner shall each have all of the enforcement rights with respect to Golf Club Dues as otherwise provided for Assessments in this Article IX, including lien rights for unpaid Golf Club Dues as provided in Section 9.09 and enforcement rights for Golf Club Dues as provided in Section 9.10.

ARTICLE X

ARCHITECTURAL STANDARDS

10.01 Purpose. In order to preserve the natural setting and beauty of the Community, to establish and preserve a harmonious and aesthetically pleasing design for the Community, and to protect and promote the value of the Community, it is hereby declared that the Lots, Homes and Neighborhoods, and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article X. Every grantee of any interest in the Community and every

Neighborhood Association, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article X.

10.02 Architectural Review Board.

(a) The Board of Directors shall establish the Architectural Review Board of not less than three (3) members. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the ARB by the Board shall be subject to the prior approval of Declarant until that date which is three (3) years from and after the date on which Declarant's right to appoint and remove officers and directors of the Association is terminated. The ARB shall elect a chairman and he, or in his absence, the vice chairman, shall be the presiding officer at its meetings. The ARB shall meet at least once in each calendar month, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. A majority of the members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or by proxy at a meeting of the ARB shall constitute the action of the ARB on any matter before it. The ARB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, attorneys, and/or other professionals in order to advise and assist the ARB in performing its functions set forth herein. Each member of the ARB may be paid a stipend or honorarium as from time to time determined by the Board. The ARB is hereby empowered to establish and promulgate architectural and landscaping policies and procedures which must be adhered to by all Owners, with the exception of Declarant, in undertaking any improvement within any Lot, Home, Limited Common Area or Common Area.

(b) Each Owner and its contractors and employees shall observe, and comply with, the Architectural Guidelines which now or may hereafter be promulgated by the ARB and approved by the Board from time to time. The Architectural Guidelines shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Architectural Guidelines shall not require any Owner to alter the improvements previously constructed, provided those improvements met ARB guidelines and were approved by the ARB (if applicable) at the time those improvements were constructed. Until the Class B Control Period Expiration Date or for so long as Declarant has the unexpired option to add the Additional Property or any portion thereof to the Community, Declarant shall have the right to approve the Architectural Guidelines, which approval may be granted in its sole discretion.

(c) The ARB shall have the right, in its sole and absolute discretion, to delegate its authority under Section 10.02(a) to a Neighborhood Association (or an architectural review board of a Neighborhood Association). Such Neighborhood architectural review board or Neighborhood Association shall provide the ARB with copies of all architectural review decisions made, together with copies of all information and supporting documentation reviewed in making such decision. Notwithstanding any

such delegation under this **Section 10.02(c)**, the ARB shall have the right to object to any architectural review decision made by any Neighborhood architectural review board or Neighborhood Association within ten (10) days after the ARB's receipt of an architectural review decision (and information and supporting documentation) from such Neighborhood architectural review board or Neighborhood Association. If the Architectural Review Board objects to any such architectural review decision, the Owner no later than ten (10) days after written request by the ARB shall submit a complete application to the ARB. In the event of any objection by the ARB, the decision of the Neighborhood architectural review board or Neighborhood Association shall be set aside, and the decision of the ARB shall be binding and final.

(d) In the event the ARB elects to delegate its authority to a Neighborhood Association (or an architectural review board of a Neighborhood Association), such delegee shall have all the rights and duties of the ARB under **Sections 10.02(a) and 10.02(b)** subject, however, to the terms of **Section 10.02(c)**.

10.03 Permitted Improvements. No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Community, except: (i) for Homes and other improvements which are constructed by Declarant; (ii) such improvements as are approved by the ARB in accordance with this **Article X**; (iii) improvements which pursuant to this **Article X** do not require the consent of the ARB; or (iv) improvements constructed on the Golf Club Property.

10.04 Construction of Improvements.

(a) All buildings, structures, or other improvements (excepting sidewalks and driveways) on or with respect to any Lot or Home shall be located only within the setback lines specified on the Plats thereof recorded at the time of submission of said Lots or Homes to this Declaration, provided that the ARB shall be empowered to grant variances with respect to such setback lines provided that such variances are consistent with setback requirements of the appropriate governmental entity. To assure that Homes and other structures will be located so that the maximum view, privacy, and breeze will be available to each Home or structure, Homes and structures will be located with regard to the topography of each Lot and Home taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other Homes or structures within the Community.

(b) No construction of improvements on any Lots or Homes shall be undertaken or conducted on any Sundays, or holidays as established by the ARB, except for: (i) construction activities of Declarant; (ii) emergency situations involving the potential loss, injury, or damage to persons or property; and (iii) as otherwise permitted by the ARB.

(c) The ARB, in its sole discretion, may require that any Owner of a Lot or Home, their contractors and/or subcontractors post payment and/or performance bonds with the ARB to assure that such contractor or subcontractor shall satisfactorily complete such improvements, such bonds to be in the name of the Association and to be in form

and amount satisfactory to the ARB. Furthermore, the ARB, in its sole discretion, may require that an Owner place in escrow with the ARB a sum that is initially no more than FIVE THOUSAND DOLLARS (\$5,000) in order to assure the completion of all improvements, including landscaping, in accordance with the approved plans and specifications and within the time periods provided in this Section 10.04 and in Section 10.06 hereof. Such sum may be increased by the ARB in its sole discretion from time to time. The construction of any improvement to a Lot or a Home shall be completed within eighteen (18) months after the construction of same shall have been commenced, except where the ARB allows for an extension of time because such completion within such time is impossible or would result in great hardship to the Owner or builder thereof due to strikes, national emergencies, fires, floods, lightning, earthquakes, or other casualties. For purposes of this Section, commencement of construction shall mean that (a) all plans for such construction have been approved by the ARB and all appropriate fees and deposits have been paid; (b) a building permit has been issued for the Home by the appropriate jurisdiction; and (c) construction of a Home on the Lot has physically commenced beyond site preparation. Completion of a Home shall mean that a Certificate of Occupancy has been issued by the appropriate governmental entity. In the event that such improvements or landscaping are not completed within the provided periods, the ARB shall be entitled to collect on or enforce any payment or performance bonds required hereunder so as to ensure the proper completion of any such improvements. Furthermore, the ARB shall be entitled to retain any sums so held in escrow as a penalty for such failure to complete, and such sums shall be remitted to and shall be the property of the Association.

(d) Homes may not be temporarily or permanently occupied until a Certificate of Occupancy has been issued by the appropriate governmental entity. No temporary house, shack, tent, barn, or other outbuilding shall be permitted on any Lot or Home, at any time, except as provided in Section 11.11 hereof and except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board, nor shall any stable, poultry house or yard, or other similar yard structure be constructed or allowed to remain on any Lot or Home. During the continuance of construction by an Owner, such Owner shall require its contractors to maintain the Lot or Home in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, such Owner shall cause its contractors to immediately remove all equipment, tools, and construction material and debris from the Lot or Home on which such construction has been completed.

(e) Completion of Construction/Option to Construct. Every Owner of an undeveloped Lot shall complete construction of a Home on such Lot in accordance with the Architectural Guidelines within eighteen (18) months from "Commencement of Construction" (as defined below). Commencement of construction shall mean that (i) all plans for construction have been approved by the Architectural Review Board and all appropriate fees and deposits have been paid, (ii) a building permit has been issued for the residence on the Lot by the appropriate jurisdiction, and (iii) construction of a residence on the Lot has physically commenced beyond site preparation ("Commencement of Construction") and completion of construction shall be evidenced

by receipt of a certificate of occupancy for such construction ("Completion of Construction"). If construction is delayed by events constituting acts of God, impossibility of performance or frustration of purpose, the date of commencement and/or completion shall be extended by the delay period. In the event Owner does not cause Completion of Construction to occur within eighteen (18) months from Commencement of Construction, Declarant may, in its sole and absolute discretion, (i) impose a daily penalty of \$250.00 against Owner or (ii) complete the construction at Owner's sole cost and expense. Declarant in its sole and absolute discretion shall have the right but not the obligation to extend the eighteen (18) month period for Completion of Construction if Owner can demonstrate that the approved design of the Home is of such a size and complexity that it can not be constructed within the eighteen (18) month period.

10.05 Architectural Approval. To preserve the architectural and aesthetic appearance of the Community, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner, other than Declarant, with respect to the construction or exterior of any Home or with respect to any other portion of the Community, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, bulkheads, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until three (3) copies of the plans and specifications and related data (including, if required by the ARB, a survey showing the location of trees of six (6") inches in diameter at a height of four (4') feet and other significant vegetation on such Lot or Home) showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to: (i) the harmony of external design; (ii) location; (iii) quality of design, workmanship and materials; and (iv) appearance in relation to surrounding structures and topography by the ARB. At least one copy of such plans, specifications, and related data so submitted shall be retained in the records of the ARB, and one copy shall be returned to the Owner marked "approved" or "disapproved". The ARB shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his Home without the necessity of approval or review by the ARB. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In connection with approval rights and to prevent excessive drainage or surface water run-off, the ARB shall have the right to establish a maximum percentage of a Lot which may be covered by Homes, buildings, structures, or other improvements, which standards shall be promulgated on the basis of topography, percolation rate of the soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the ARB, representatives of the ARB shall have the right during reasonable hours to enter upon and inspect any Lot or Home, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the ARB shall determine that such plans and specifications have not been approved or are not being complied with, the ARB shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the ARB fails to approve or

disapprove in writing any proposed plans and specifications within sixty (60) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved. Upon approval of plans and specifications, no further approval under this **Article X** shall be required with respect thereto, unless such construction has not substantially commenced within sixty (60) days of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the ARB upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

10.06 Landscaping Approval. To preserve the aesthetic appearance of the Community, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner, other than Declarant, or Neighborhood Association unless and until the plans therefor have been submitted to and approved in writing by the ARB. The provisions of **Section 10.05** hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Such plans shall include a grading plan and calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the ARB shall be entitled to promulgate standards with respect to such ratios. Such landscape and grading plans shall be reviewed and approved with consideration to the harmony of the proposed landscape design to the environmental character in the surrounding area, integration of any structures and proposed landscaping to the character and nature of the surrounding area, the preservation of natural drainage patterns, the visual impact to surrounding areas and the establishment of adequate and sufficient shading and buffering with regard to the individual Lot or Home to the surrounding area. In addition to the other provisions of this **Section 10.06**, the landscaping plan for any Lots or Homes that are adjacent to the Golf Club Property shall, for that portion of such Lot or Home which is within thirty (30') feet of the boundary of the Golf Club Property, be in general conformity with the overall landscaping plan of the Golf Club Property. Unless located within five (5') feet of a building or a recreational or parking facility, no trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6") inches or more at a point of four (4') feet above ground level; shall not be cut, removed or mutilated by any Owner or without obtaining the prior approval of the ARB, provided that dead or diseased trees which are inspected and certified as dead or diseased by the ARB or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation shall be cut and removed promptly from any Lot or Home by the Owner of such Lot or Home. If any Owner removes such a tree without the approval of the ARB as herein provided, the Owner shall replace the same with a tree of comparable value. In the event the Owner fails within thirty (30) days to satisfactorily replace the tree, the Owner shall pay the Association or ARB a damage fee in an amount as set by the ARB from time to time per lost tree and the Association or ARB shall have the right to enter the Property for the purpose of replacing the tree. Said liquidated damages will become a lien on the property of the Owner and all provisions relative to assessments herein shall apply to these damages.

All of the landscaping of Homes must be completed within ninety (90) days of occupancy or substantial completion of the Home, whichever date shall first occur.

10.07 Disclaimer as to Architectural Review Board; Approval Not Guarantee. NO APPROVAL OF PLANS AND SPECIFICATIONS AND NO PUBLICATION OF STANDARDS SHALL BE CONSTRUED AS REPRESENTING OR IMPLYING THAT SUCH PLANS, SPECIFICATIONS OR STANDARDS WILL, IF FOLLOWED, RESULT IN PROPERLY DESIGNED OR CONSTRUCTED IMPROVEMENTS. SUCH APPROVALS AND STANDARDS SHALL IN NO EVENT BE CONSTRUED AS REPRESENTING OR GUARANTEEING THAT ANY HOME OR OTHER IMPROVEMENT BUILT IN ACCORDANCE THEREWITH WILL BE BUILT IN A GOOD AND WORKMANLIKE MANNER. NEITHER DECLARANT, THE ASSOCIATION NOR THE ARB SHALL BE RESPONSIBLE OR LIABLE FOR ANY DEFECTS IN ANY PLANS OR SPECIFICATIONS SUBMITTED, REVISED OR APPROVED PURSUANT TO THE TERMS OF THIS **ARTICLE X**, ANY LOSS OR DAMAGE TO ANY PERSON ARISING OUT OF THE APPROVAL OR DISAPPROVAL OF ANY PLANS OR SPECIFICATIONS, ANY LOSS OR DAMAGE ARISING FROM THE NONCOMPLIANCE OF SUCH PLANS AND SPECIFICATIONS WITH ANY GOVERNMENTAL ORDINANCES AND REGULATIONS, OR ANY DEFECTS IN CONSTRUCTION UNDERTAKEN PURSUANT TO SUCH PLANS AND SPECIFICATIONS.

ARTICLE XI

USE RESTRICTIONS

11.01 Service Yards. All service areas, exterior utility equipment, loading docks, trash and garbage disposal containers and receptacles and other service areas shall be screened so as to not be visible from any public or private right-of-way or any portion of the Common Area or Limited Common Area. All utility and mechanical equipment and roof embellishments shall be screened so as not to be visible from any public or private right-of-way or any portion of the Common Area or Limited Common Area.

11.02 Exterior Appearance. Chainlink fences are not allowed within the Community. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purpose, and all window treatments for all Homes within the Community shall conform to rules and regulations established by the ARB. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other item be hung on any railing, fence, hedge, or wall.

11.03 Signs and Other Structures. No sign (including contractor, brokerage or for sale/lease signs), flag, banner, balloons, sculpture, fountain, solar equipment, artificial vegetation, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of a Home that is visible from the outside; provided, however, signs required by governmental agencies and approved by the ARB may be displayed (e.g., permit boards). The ARB may establish reasonable restrictions regarding the display of the American flag. The ARB shall establish specifications for standardized "For Sale" signs and no other "For Sale" signs shall be used within the Community. No lawn ornament, fountain or artificial vegetation shall be placed in or upon any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ARB as required