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BK: 6046 PG: 0786-0836  
255.00 DDC FEE: 0.00  
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ADAMS COUNTY

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**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MEADOW PARK**

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MEADOW PARK

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DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
MEADOW PARK

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MEADOW PARK ("Declaration") is made as of this 18<sup>th</sup> day of February, 2000, by D.R. Horton, Inc., a Delaware corporation ("Declarant").

ARTICLE I

GENERAL

1.1 Common Interest Community. Declarant owns that certain parcel of land located in the City of Thornton, County of Adams, State of Colorado, more particularly described on **Exhibit A** attached hereto, which is defined in this Declaration as the "Property" and that certain parcel of land located in the City of Thornton, County of Adams, State of Colorado, more particularly described on **Exhibit B** attached hereto, which is defined in this Declaration as the "Annexable Property." Declarant intends to develop the Property and the Annexable Property as defined herein, subject to the Permitted Exceptions as a high quality, Planned Community of single family residential homes with a maximum of Two Hundred Seventy-Six (276) Lots, in accordance with the terms and provisions of the Colorado Common Interest Ownership Act.

1.2 Purposes of Declaration. This Declaration is executed (a) in furtherance of a common and general plan for the development of the Common Interest Community, as hereinafter defined; (b) to protect and enhance the quality, value, aesthetic, desirability and attractiveness of the Common Interest Community; (c) to provide for an Association as a vehicle to hold, maintain, care for and manage Association Properties, including internal landscaped areas which will benefit all Owners of Lots; (d) to define the duties, powers and rights of the Association; (e) to define certain duties, powers and rights of Owners of Lots within the Common Interest Community; (f) to define certain duties, powers and rights of Declarant; and (g) to comply with and effectuate the terms and provisions of the Act.

1.3 Declaration. Declarant for itself, its successors and assigns, hereby declares that the Property, and all property which becomes subject to this Declaration in the manner hereinafter provided from the date the same becomes subject to this Declaration, shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes and other provisions set forth in this Declaration. The provisions of this Declaration are intended to and shall run with the land and, until their expiration in accordance with the terms hereof, shall bind, be a charge upon and inure to the mutual benefit of: (a) the Property and all property which becomes part of the Common Interest Community; (b) Declarant and its successors and assigns; (c) the Association and its successors and assigns; and (d) all Persons having or acquiring any right, title or interest in the Property or in any property which becomes part of the Common Interest Community, or any Improvement thereon, and their heirs, personal representatives, successors or assigns. This Declaration shall be Recorded in every county in which any portion of the Common Interest Community is located and shall be indexed in the Grantee's index in the name of Declarant and the Association and in the Grantor's Index in the name of each person or entity executing this Declaration.

## ARTICLE 2

### DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

2.1 Act. "Act" shall mean the Colorado Common Interest Ownership Act as provided in C.R.S. § 38-33.3-101, *et seq.*, as the same may be amended from time to time.

2.2 Administrative Functions. "Administrative Functions" shall mean all functions of the Association as are necessary and proper under this Declaration and the Act and shall include, without limitation, providing management and administration of the Association; providing architectural review services under Article 4 hereof; incurring reasonable attorneys' fees and accountants' fees; obtaining errors and omissions insurance for officers, directors and agents of the Association; obtaining fidelity bonds for any Person handling funds of the Association; paying taxes levied against the Association Properties; incurring filing fees, recording costs and bookkeeping fees; obtaining and maintaining offices and office furniture and equipment; and performing such other reasonable and ordinary administration tasks associated with operating the Association.

2.3 Articles of Incorporation. "Articles of Incorporation" shall mean the Articles of Incorporation of the Meadow Park Homeowners Association, Inc. which have been or will be filed in the office of the Secretary of State of the State of Colorado, as the same may be amended from time to time.

2.4 Assessment. "Assessment" shall mean a Common Assessment, Special Assessment, or a Reimbursement Assessment.

2.5 Association. "Association" shall mean the Meadow Park Homeowners Association, Inc., a Colorado non-profit corporation, its successors and assigns.

2.6 Association Properties. "Association Properties" shall mean all real and personal property: (a) now or hereafter owned by the Association; (b) with respect to which the Association holds an easement or license for the use, care, or maintenance thereof; or (c) for which the Association has a right or duty to maintain and which is held for the common use and enjoyment of the Members as provided herein, or for such other purposes as may be permitted by this Declaration.

2.7 Board of Directors. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

2.8 Budget. "Budget" shall mean a written, itemized estimate of the income to be derived and the expenses to be incurred by the Association on an annual basis in performing its functions under this Declaration and prepared pursuant to Article 9 of this Declaration.

2.9 Bylaws. "Bylaws" shall mean the Bylaws of the Association which have been or will be adopted by the Board of Directors of the Association, as the same may be amended from time to time.

2.10 City. "City" shall mean the City of Thornton, Colorado.

2.11 Common Area. "Common Area" shall mean those portions of the Common Interest Community designated on the Plats or any Supplemental Plat as Tracts, Outlots or Open Space, if any, and which are owned or maintained by the Association for the common use and enjoyment of the Members, including, but not limited to, parks, tracts or other open or landscaped space and easements for the use and benefit of the Owners.

2.12 Common Assessment. "Common Assessment" shall mean the assessments levied against each Owner hereunder and made for the purpose of paying the annual costs of operating the Association, including expenses incurred by the Association in connection with the performance of any Administrative Functions.

2.13 Common Interest Community. "Common Interest Community" shall mean the real property which is described on **Exhibit A** attached hereto and all other real property which is made subject to the terms and provisions of this Declaration.

2.14 County. "County" shall mean Adams County, Colorado.

2.15 Declaration. "Declaration" shall mean this instrument as it may be amended or supplemented from time to time.

2.16 Declarant. "Declarant" shall mean D.R. Horton, Inc., a Delaware corporation, its successors and assigns. A Person shall be deemed to be a "successor and assign" of D.R. Horton, Inc., as Declarant only if specifically designated in a duly Recorded instrument as a successor or assign of Declarant under this Declaration and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in the written instrument. However, a successor to Declarant by consolidation or merger shall automatically be deemed a successor or assign of Declarant as Declarant under this Declaration.

2.17 Deed of Trust. "Deed of Trust" shall mean a Mortgage.

2.18 Design Review Committee. "Design Review Committee" shall mean the Committee provided for in Article 4 of this Declaration.

2.19 Easements and Licenses. "Easements and Licenses" shall mean and include those easements and licenses appurtenant to, or included in, the Common Interest Community or to which any portion of the Common Interest Community is or may become subject by a reservation in this Declaration, including those Easements and Licenses described on **Exhibit C** attached hereto.

2.20 Extraordinary Action. "Extraordinary Action" shall mean the following actions taken by the Association: (i) merging or consolidating the Association (other than with another non-profit entity formed for purposes similar to the purposes of the Association); (ii) determining not to require professional management if such management has been required by a majority vote of the Members or of the Mortgagees; (iii) expanding the Association to include land not included in the Annexable Property if such additional land would increase the overall land area of the total number of Lots or the Common Interest Community by more than ten percent (10%); (iv) abandoning, partitioning, encumbering, mortgaging, conveying, selling or otherwise transferring or relocating the boundaries of the Common Areas (except for (a) granting easements which are not inconsistent with or which do not interfere with the intended use of the Common Area, (b) dedicating common area as required by a public authority, (c) causing limited boundary line adjustments made in accordance with this Declaration or (d) transferring the Common Area

pursuant to a merger or consolidation as set forth in (i) above; (v) using insurance proceeds for purposes other than construction or repair of the insured improvements; or (vi) making capital expenditures (other than for repair or replacement of existing improvements) during any twelve (12) month period costing more than twenty percent (20%) of the Budget.

2.21 Improvement. "Improvement" shall mean all structures and improvements located upon or made to a Lot and any appurtenances thereto of every type or kind, including, but not limited to, buildings, outbuildings, swimming pools, patio covers, awnings, the painting of any exterior surfaces of any visible structure, roofing, trash containers, mail boxes, satellite dishes, additions, walkways, screen or storm doors, outdoor sculptures or artwork, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, fixtures, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior tanks, solar equipment and exterior air conditioning.

2.22 Improvement to Property. "Improvement to Property" shall mean any change, alteration, or addition to any Lot or property located within the Common Interest Community. "Improvement to Property" is more particularly defined in Article 4 of this Declaration.

2.23 Leases. "Lease" shall mean and refer to any agreement for the leasing or rental of a Lot, or any dwelling unit located thereon and shall specifically include, without limitation, a month-to-month rental.

2.24 Lot. "Lot" shall mean a physical portion of the Common Interest Community which is designated for separate ownership or occupancy and the boundaries of which are depicted upon the Plats or any Supplemental Plat together with a non-exclusive easement for use and enjoyment in the Common Areas. For the purposes of conforming the terms and provisions of this Declaration to the terms and provisions of the Act, the term "Lot" shall be analogous to the term "Unit" as that term is defined in the Act. The term Lot shall not include: (a) any property owned by a public body; or (b) Association Properties.

2.25 Maintenance Funds. "Maintenance Funds" shall mean the accounts into which the Board shall deposit monies paid to the Association and from which disbursements shall be made in the performance of the functions of the Association pursuant to Article 8 hereof.

2.26 Managing Agent. "Managing Agent" shall mean, subject to replacement from time to time by the Board of Directors of the Association Management Specialists, Inc.

2.27 Material Amendment. "Material Amendment" shall mean adding, deleting or modifying any provisions contained herein regarding: (i) the basis for Assessments or liens for Assessments; (ii) the method of imposing or determining any charges to be levied against individual Owners; (iii) reserves for maintenance, repair or replacement of Common Areas and Association Properties; (iv) maintenance obligations; (v) allocation of rights to use Common Areas; (vi) any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of improvements on Lots; (vii) reduction of insurance requirements; (viii) restoration or repair of Common Area Improvements and Association Property; (ix) the addition, annexation or withdrawal of land to or from the Common Interest Community; (x) voting rights of the Members; (xi) restrictions affecting the leasing or sale of a Lot; or (xii) any provision which is for the express benefit of Mortgagees.

2.28 Member. "Member" shall mean the Person or, if more than one, all Persons collectively, who constitute the Owner of a Lot.

2.29 Membership Interest. "Membership Interest" shall mean each Member's voting percentage with respect to Association matters which shall be equal to a fraction, the numerator of which shall be the number of Lots owned by such Member in the Common Interest Community and the denominator of which shall be the total number of Lots within the Common Interest Community at a specific time.

2.30 Mortgage. "Mortgage" shall mean any mortgage, deed of trust or other such instrument given voluntarily by the Owner of a Lot, which encumbers such Lot to secure the performance of an obligation or the payment of a debt and which is required to be released upon performance of the obligation or payment of the debt. The term "Deed of Trust" when used herein shall be synonymous with the term "Mortgage."

2.31 Mortgagee. "Mortgagee" shall mean a mortgagee under a Mortgage or a beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee.

2.32 Mortgagor. "Mortgagor" shall mean the Person who mortgages his or its property to another (i.e., the maker or grantor of a Mortgage). The term "Mortgagor" shall include a trustor or grantor under a Deed of Trust.

2.33 Notice and Hearing. "Notice and Hearing" shall mean a written notice from and public hearing before the Board of Directors or a tribunal appointed by the Board, as may be provided in the Bylaws, in the manner provided by the Bylaws.

2.34 Notice of Completion. "Notice of Completion" shall mean written notice to the Design Review Committee of the completion of any Improvement to Property pursuant to Article 4 of this Declaration.

2.35 Owner. "Owner" shall mean the Person, including Declarant, or, if more than one, all Persons collectively, who hold fee simple title to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder.

2.36 Person. "Person" shall mean a natural person, a corporation, a partnership, a limited liability company or any other entity permitted to hold title to real property pursuant to Colorado law.

2.37 Planned Community. "Planned Community" shall have the same meaning as set forth in the Act.

2.38 Plats. "Plat" shall mean the land survey plat relating to Meadow Park which depicts certain portions of the Common Interest Community and which further depicts and locates thereon the location of Lots, Common Areas and such other items as may be required by the Act. Plat and the terms and provisions thereof, are hereby incorporated herein by reference. The term "Plat" shall also include all amendments to the Plat and such other Supplemental Plats recorded by the Declarant for the purposes of annexing real property to the Common Interest Community.

2.39 Property. "Property" shall mean the real property more particularly described on **Exhibit A** attached hereto.

2.40 Record or Recorded. "Record" or "Recorded" shall mean the filing for record of any document in the office of the Clerk and Recorder of the County.

2.41 Reimbursement Assessment. "Reimbursement Assessment" shall mean a charge against a particular Owner and such Owner's Lot for the purpose of reimbursing the Association for expenditures and other costs and expenses incurred by the Association which arise from or are related to any actions or violation of the Declaration or the Rules and Regulations by an Owner, together with late charges and interest thereon as more fully provided for herein.

2.42 Rules and Regulations. "Rules and Regulations" shall mean rules and regulations adopted by the Board of Directors.

2.43 Special Assessment. "Special Assessment" shall mean a charge against each Owner and such Owner's Lot representing a portion of the costs of the Association for the purpose of funding major capital repairs, maintenance, replacements and Improvements pursuant to the Section of this Declaration entitled "Special Assessments for Capital Expenditures."

2.44 Supplemental Declaration. "Supplemental Declaration" shall mean a written instrument, substantially in the form attached hereto as **Exhibit D**, containing covenants, conditions, restrictions, reservations, easements or equitable servitudes, or any combination thereof and which is recorded in conjunction with the annexation of additional real property to the Common Interest Community.

2.45 Supplemental Plat. "Supplemental Plat" shall mean and include any land survey plat which is Recorded by Declarant for the purpose of annexing the real property described thereon to the Common Interest Community.

2.46 VA. "VA" shall mean the VA, FHA, HUD, GinnieMae, FreddieMac and shall include any rules and/or regulations promulgated by such governmental housing entities.

### ARTICLE 3

#### GENERAL RESTRICTIONS APPLICABLE TO COMMON INTEREST COMMUNITY

All real property within the Common Interest Community shall be held, used, and enjoyed subject to the following limitations and restrictions and subject to the rights and reservations of Declarant set forth in this Declaration. The strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Design Review Committee if such strict application would be unreasonably or unduly harsh under the circumstances. Any such modification or waiver must be in writing or be contained in written guidelines or rules promulgated by the Design Review Committee. Violation of any provision of this Article by an Owner shall permit the Association to immediately enter upon the Lot of such Owner to cure such violation or otherwise cause compliance with such provision without the prior written consent of such Owner or without prior written notice to such Owner; provided, however, that there shall be no entry into the interior of an Improvement intended for human occupancy without the consent of the Owner thereof unless a clear emergency exists.

3.1 Maintenance of Common Interest Community. No property within the Common Interest Community shall be permitted to fall into disrepair and all property within the Common Interest Community, including any Improvements, shall be kept and maintained in a clean, attractive, and slightly condition. Maintenance, repair, and upkeep of each Lot shall be the responsibility of the Owner of the

Lot. Maintenance, repair, and upkeep of Association Properties shall be the responsibility of the Association as more particularly provided herein.

3.2 Property Uses. The Lots are hereby restricted to residential use and uses related to the convenience and enjoyment of such residential use. Except as otherwise provided herein, no dwelling unit erected or maintained within Common Interest Community shall be used or occupied for any purpose other than for a single or multi family residence. Notwithstanding the foregoing, business activities associated with the sale of Lots or residences constructed thereon shall be allowed. In addition, in-home businesses not involving the servicing of customers or employees shall be allowed, provided such activities are conducted solely within the residence and do not create or result in any unreasonable, unwarranted, or unlawful use or interference with public rights, including, but not limited to, unreasonable or unwarranted use or interference with public streets, rights-of-way, or sidewalks, or in any other offensive or noxious activities.

3.3 Construction Type. All construction shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling or structure may be moved onto a Lot, except as expressly hereinafter provided for temporary buildings.

3.4 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any property within the Common Interest Community, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others.

3.5 Annoying Sounds or Odors. No sound or odor shall be emitted from any property within the Common Interest Community which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, other than security devices used exclusively for security purposes, shall be located or used on any property except with the prior written approval of the Design Review Committee.

3.6 No Hazardous Activities. No activity shall be conducted on, and no Improvement shall be constructed on, any property within the Common Interest Community which is or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property within the Common Interest Community and no open fires shall be lighted or permitted on any property within the Common Interest Community except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of burning embers.

3.7 No Unsightliness. All unsightly conditions, facilities, equipment, and objects shall be enclosed within a structure, including snow removal equipment, trash containers and garden or maintenance equipment, except when in actual use.

3.8 Holiday Decorations and Lights. All exterior holiday decorations and lights utilized as seasonal displays must be removed and properly stored in a timely manner following the conclusion of the holiday, but, in no case later than thirty (30) days following the expiration of the holiday.

3.9 Weeds. All yards and open spaces and the entire area of every Lot on which no Improvement has been constructed shall be kept mowed to a maximum height of 6 inches. In addition, each Lot shall be kept free from brush or other growth or trash which, in the reasonable opinion of the Design Review Committee, is unsightly or causes undue danger of fire.

3.10 Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass, shrub, tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view, except that any container containing such materials may be placed outside at such times as may be necessary to permit garbage or trash pick-up, provided this is done no earlier than the evening before the scheduled pick-up and provided that all such materials are contained inside plastic garbage containers.

3.11 Animals. No animals, live stock or poultry of any kind shall be raised, bred or kept on any Lot, except that domesticated birds or fish and other small domestic animals permanently confined indoors will be allowed. No other animals, except an aggregate of not more than three domesticated animals (e.g., two cats and one dog), will be permitted within the Common Interest Community; provided that they are not kept, bred, or maintained for any commercial purpose. No animal of any kind shall be permitted which in the opinion of the Design Review Committee poses a threat to the health, safety or welfare to the Members of the Common Interest Community or makes an unreasonable amount of noise or odor or is a nuisance. In accordance with the foregoing, no species of dog commonly referred to as a "pit bull" shall be permitted within the Common Interest Community. All household pets shall be controlled by their Owner and shall not be allowed off the Owner's Lot except when properly leashed and accompanied by the pet Owner or such Owner's representative. Each Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet.

3.12 No Temporary Structures. No tent, shack, temporary structure, or temporary building shall be placed upon any property within the Common Interest Community for more than twenty-four (24) hours, except with the prior written consent of the Design Review Committee.

3.13 No Storage Sheds. Notwithstanding anything to the contrary herein, no manufactured or individually constructed storage sheds, shacks, buildings or structures shall be placed upon any property within the Common Interest Community.

3.14 Restriction on Antennae, Pipes, Utility Lines and Transmitters. Pipes for water, gas, sewer, drainage or other purposes and wires, poles, antennae and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. No exterior radio antenna, television antenna, or other antennae of any type shall be erected or maintained in the Common Interest Community. With the approval of the Design Review Committee, a master antenna or cable television antenna or antennae may, but need not, be provided for use of all Owners or a group of Owners, and Declarant may grant easements for such purposes. Notwithstanding the foregoing, neither the restrictions nor the requirements of this Section shall apply to those antenna (which may include some satellite dishes and other devices) that are specifically covered by the Telecommunications Act of 1996, as amended from time to time. As to antenna which are specifically covered by the Telecommunications Act of 1996, as amended, the Association shall be empowered to adopt rules and regulations governing the types of antenna that are permissible hereunder, and to the extent permitted by the Telecommunications Act of 1996, as amended, establishing reasonable, non-discriminatory restrictions relating to appearance, safety, location and maintenance.

3.15 Restrictions on Signs and Advertising. No sign, including political signs, poster, billboard, advertising device, or display of any kind shall be erected or maintained anywhere within the Common Interest Community so as to be evident to public view, except: (a) signs as may be approved in writing by the Design Review Committee; or (b) signs, posters, billboards or any other type of advertising device or display erected by Declarant incidental to the development, construction, promotion, marketing

or sales of Lots within the Common Interest Community. A sign advertising a Lot for sale or for lease may be placed on a Lot; provided, however, that standards relating to dimensions, color, style, and location of such sign shall be determined from time to time by the Design Review Committee. No signage shall be allowed upon any Lot or Common Area within the Community which may detract from the aesthetic value of the Common Interest Community or which may detract from the property value of lots within the Community, including, but not limited to, any signage derogatory or defamatory to Declarant, the Association or the Common Interest Community as a whole.

3.16 Restrictions on Mining or Drilling. None of the surface portion of the property located within the Common Interest Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel or earth. Notwithstanding the foregoing, it is understood that certain portions of the Common Interest Community are subject to certain oil and gas leases which grant the lessees thereunder the right to extract such minerals from below the surface of the property.

3.17 Maintenance of Drainage. There shall be no interference with the established drainage pattern over any property within the Common Interest Community except as approved in writing by the Design Review Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the Design Review Committee. The established drainage pattern may include the drainage pattern: (a) from Association Properties over any Lot; (b) from any Lot over the Association Properties; (c) from any property owned by the City or County, or other Persons over any Lot; (d) from any Lot over property owned by the City or County, or other Persons; or (e) from any Lot over another Lot.

3.18 Compliance with Insurance Requirements. Except as may be approved in writing by the Board of Directors, nothing shall be done or kept on property within the Common Interest Community which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

3.19 Compliance with Laws. Nothing shall be done or kept on any property within the Common Interest Community in violation of any law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Common Interest Community.

3.20 Further Subdivision of Lots. The Owner of a Lot shall not further subdivide that Lot.

3.21 Restrictions on Sewage Disposal Systems. No cesspool, septic tank or other sewage disposal system shall be installed within the Common Interest Community.

3.22 Restrictions on Water Systems. No individual water supply system, except Lot irrigation systems, shall be installed or maintained for any property within the Common Interest Community unless such system is approved in writing by the Design Review Committee and is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any applicable water and sanitation district or other governmental authority having jurisdiction.

3.23 Restoration in the Event of Damage or Destruction. In the event of the damage or destruction of any Improvement on any Lot, the Owner thereof shall cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be

approved in writing by the Design Review Committee, or the Owner shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Design Review Committee, so as to present a pleasing and attractive appearance.

3.24 Storage. No building materials shall be stored on any Lot except temporarily during continuous construction of an Improvement.

3.25 Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed structure which screens the sight and sound of such activity from the street and from other Lots.

3.26 Storage of Gasoline and Explosives, Etc. No Lot shall be used for the storage of explosives, gasoline or other volatile and/or incendiary materials or devices. Gasoline or fuel for an Owner's lawn mower, snowblower and the like may be maintained on an incidental basis on the Lot in an amount not to exceed five (5) gallons.

3.27 Trailers, Campers and Junk Vehicles. No boat, camper (on or off supporting vehicles), trailer, tractor, truck, industrial or commercial vehicle (both cabs or trailers), towed trailer unit, motorcycle, disabled, junk, or abandoned vehicles, motor home, mobile home, recreational vehicle, or any other vehicle, the primary purpose of which is recreational, sporting or commercial use, shall be parked or stored in, on, or about any Lot or street within the Common Interest Community except within the attached garage or unless such vehicles are concealed from view and approved by the Design Review Committee. For the purposes of this covenant, a 3/4-ton or smaller vehicle commonly known as a pickup truck shall not be deemed a commercial vehicle or truck. The Association shall have the right to enter an Owner's Lot to remove and store, at such Owner's expense, vehicles in violation of this Section. An Owner shall be entitled to 14 days' written notice prior to such action by the Association.

3.28 Fences Prohibited. No fences shall be constructed or removed along or adjacent to the boundary or lot line of any Lot without the prior approval of the Design Review Committee unless in conformance with standard design specifications previously approved by the Design Review Committee in the Design Guidelines. An Owner may install privacy fences, security fences, and fences for screening purposes so long as such fences are in conformance with the Design Guidelines previously approved by the Design Review Committee. No gates may be installed by any Owner in any portion of the perimeter fencing installed by Declarant unless previously approved by the Design Review Committee. No "double gates" will be allowed in any fences installed within the Common Interest Community. If any portion of the perimeter fencing is damaged by an Owner, such Owner shall be obligated to repair, replace or restore such damage at its sole cost. If the Owner fails to do so within 30 days following demand from the Board of Directors to do so, the Association may perform such work and the cost therefore will be a Special Assessment allocable solely to the responsible Owner's Lot. Failure to timely pay such Special Assessment will entitle the Association to place a lien on the responsible Owner's Lot.

3.29 Air Conditioning and Heating Equipment. No heating, air conditioning or refrigeration equipment shall be placed, allowed or maintained anywhere other than on the ground; provided, however, that solar units meeting all governmental guidelines for residential uses may be located on the roof only if (a) such solar unit is built into and made an integral part of the roof flashing or the structure of any house constructed on such Lot; and (b) such solar unit is specifically approved by the Design Review Committee in accordance with Article 4 below.

3.30 No Overnight On-Street Parking. The Owner of each Lot in the Common Interest Community shall not cause or permit the vehicles of such Owner, or of any family member, guest or invitee of such Owner, to be parked overnight on any public street adjacent to or within the vicinity of such Owner's Lot. In the event that any vehicle is parked overnight on any public street within the Common Interest Community, the Association shall have the right to tow such vehicle at the sole cost and expense of the Owner of such vehicle. In the event any vehicle towed hereunder belongs to an Owner of a Lot or an immediate family member, guest or invitee thereof, the Owner of the Lot shall be obligated to indemnify the Association for any and all costs and expenses incurred by the Association in connection with such towing and the Association shall be entitled to levy a Reimbursement Assessment against such Owner to collect such amounts.

3.31 Basketball Hoops. Basketball hoops shall only be allowed in front Lot areas if: (i) the backboard is installed on a separate free-standing post or pole and is set perpendicular to the street and is either clear or painted a color to match home on the Lot; (ii) is portable and can be removed from the driveway each evening (Portable basketball hoops are not allowed in the public street or in a public sidewalk area.); or (iii) as otherwise approved by the Design Review Committee. No basketball backboards shall be attached to the garage or set facing the street.

3.32 Play Equipment. Play equipment may be erected within a fenced or screened area but must be a minimum of five (5) feet from the boundary line of the Lot upon which it is located. Such play equipment shall be of an appropriate scale and constructed of approved material and of an approved color. Play equipment utilizing natural materials (wood vs. metal) is preferred.

3.33 Swimming Pools/Hot Tubs. Any swimming pools, spas, hot tubs, jacuzzis, and the like shall be screened from view of adjacent Lots and rights of way by screening materials and methods approved by the Design Review Committee.

3.34 Dog Houses/Runs. Dog houses, shelters and runs shall be completely screened from view of adjacent public and private property and streets and shall be built from materials compatible with the residential Improvements installed on the Lot; chain link fencing is prohibited.

3.35 Owner's Right to Lease Lot. All Owners shall have the right to lease such Owner's Lot provided that: (a) all Leases shall be in writing; (b) all Leases shall be for a Lot with a completed residence thereon; (c) all Leases shall provide that the terms of the Lease and the lessee's occupancy of the Lot shall be subject to this Declaration, the Rules and Regulations of the Association and that any failure by the lessee to comply with any of the aforesaid documents in any respect shall be a default under such Lease; and (d) such Owner shall notify the Association immediately upon the leasing of such Lot and register with the Association both the name(s) of the tenant(s) and new mailing information for notices to be sent by the Association directly to such Owner.

#### ARTICLE 4

#### ARCHITECTURAL APPROVAL

4.1 Approval of Improvements Required. The approval of the Design Review Committee shall be required for any Improvement to Property on any Lot except: (a) for any Improvement to Property made by Declarant; (b) where approval is not reasonably required to carry out the purposes of this Declaration; and (c) where prior approval of Improvements to Property may be waived or certain