

## REVIEW AND CONSTRUCTION DEPOSIT

The participating homeowner is required to submit a deposit of \$635.00 upon initial application for each home, and the contractor is required to submit a Construction Bond of \$1,000.00. These deposits are held in escrow by the Residential Association until the building is completed and the Architectural Review has approved its final inspection and issued a copy of the certificate of occupancy. The deposits, as itemized below, are held by the Board to offset the cost incurred in the processing and review of plans by outside professionals, and to cover the cost incurred by the Developer or Association to repair damage to the properties caused by the participating builder or his subcontractors:

a. Application and Review Fee	\$400.00
b. Homeowner's Construction Deposit	\$235.00
c. Builder's Construction Bond/Deposit	<u>\$1,000.00</u>
<b>TOTAL DEPOSIT REQUIRED</b>	<b>\$1,585.00</b>

If no damages occur from the construction process, no repairs of adjacent properties are required due to damages by the contractor, and all items of the approved Construction and Landscaping Plans are completed satisfactorily; two hundred thirty-five dollars (\$235.00) will be refunded to the homeowner and one thousand dollars (\$1,000.00) will be refunded to the contractor. If repairs are required, the charges for the repairs shall be deducted from the deposits at the discretion of the Board. The balance of the money will be refunded to the appropriate individual.



The Views at Hampton Creek

Lots #1-48

**Design and Use Guidelines**

**4.01 Application**

It is expressly stipulated that the Restrictive Covenants and conditions set forth in the Architectural Control Guidelines apply solely to the Property as is described in The Declaration of Covenants, Conditions, and Restrictions for Hampton Creek Planned Unit Development, which Property is intended for use as single-family residential Lots only. These Restrictive Covenants and Conditions are not intended to apply to any other lots, tracts or parcels of land in the area or vicinity, owned by the Developer. Specifically, the Developer, its successors or assigns, reserve the right to use or convey such other lots, tracts and parcels with different restrictions. In our constant endeavor to improve the community the Developer reserves the right to amend materials, plans, and specifications.

**4.02 Residential Use**

A. All of the Lots in the Development shall be, and be known and described as, residential lots, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than as provided in these Covenants and Restrictions and in supplements hereto, or except as provided for in a deed of conveyance from the Developer.

B. "Residential," refers to a mode of occupancy, as used in contradistinction to "business" or "commercial" or "mercantile" activity and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant Lots as well as to building constructed thereon.

C. No Lot may be used as a means of service to business establishment or adjacent property, including but not limited to supplementary facilities or an intentional passageway or entrance into a business or another tract of land, whether or not a part of the Property, unless specifically consented to by Developer or the Board in writing.

**4.03 Zoning**

Whether expressly stated so or not in any deed conveying any one or more of said Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

**4.04 No Multi-Family Residences, Business, Trucks**

No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single family, and no residence shall be used as a multiple family dwelling unit at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose; nor shall any Lot be used for business purposes, or for trucks or other equipment

Inconsistent with ordinary residential uses. No panel, commercial or tractor trucks shall be habitually parked in driveways or overnight on streets in front of any of the Lots. Nothing contained herein shall prohibit the Developer or the Association from permitting, maintaining, or operating concessions or vending machines on the Common Properties.

#### **4.05 Renting or Leasing**

No Dwelling Unit may be rented or leased for a period of time that is less than six (6) months.

#### **4.06 Minimum Square Footage**

No single-family detached Dwelling Unit shall be erected or permitted to remain in the Property unless it has the number of square feet of enclosed living area measured from the exterior walls, exclusive of open porches or screened porches, carports, garages or basements, set forth in this section. For the purposes of this section, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, and steps. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of the Developer or the Architectural Review Committee shall be final. The minimum number of square feet required may vary from phase to phase. The minimum number of square feet for each phase shall be set forth on the recorded plat for each phase. The minimum number of square feet required is as follows:

- (i) A home shall contain not less than 2,600 feet;

#### **4.07 Set-backs**

No building shall be erected on any Lot nearer than thirty-five (35) feet to the front Lot line, twenty-five (25) feet from the rear Lot line and fifteen (15) feet from the side Lot lines, unless the side Lot line fronts on a street, in which case no building shall be erected nearer than twenty-(20) feet to such side Lot line. For the purposes of this covenant, steps and open porches shall not be considered as a part of the building, providing, however, this shall not be construed as to permit any portion of the building on the lot to encroach upon another Lot. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to the zoning laws and regulations applicable thereto; provided, however, that for good cause shown, an Owner may petition the Developer or the Architectural Review Committee for a variance from such set-back requirements. If the Developer or the Architectural Review Committee grants such petition, the Developer or the Association will not oppose such Owner's attempt to obtain a variance from applicable zoning laws and regulations.

#### **4.08 Rearrangement of Lot Lines**

Not more than one Dwelling Unit shall be erected or maintained on any one Lot. With the written approval of the Developer or the Board, contiguous Lots may be combined if the Lots have the same Owner, for the purpose of erecting an approved Dwelling Unit thereon; however, the assessments (fees) provided for herein will continue to be based upon the number of original Lots purchased. Except as provided in Section 4.40, Lots may not be re-subdivided so as to create a smaller area than originally deeded to a Lot Owner and as shown on the subdivision plat.

#### **4.09 Developer Reserves Right**

Notwithstanding any other provision herein to the contrary, the Developer reserves unto itself, its successors and/or assigns, the following rights, privileges and powers: to subdivide Lots, to combine Lots or parts of Lots, to rearrange boundaries of Lots, to cause any part of any Lot to become a part to the common Properties, and to cause portions of Common Property Lots to become a part of any of the Lots bordering them, provided that not more than 5,000 square feet of

any one given Common Property Lot may be added to any one given Lot bordering it, and provided that not more than 5,000 total square feet of any one given Common Property Lot may be added to the Lots bordering it:

#### **4.10 Temporary Structures**

No part of any Lot shall be used for residential purposes until a completed Dwelling Unit, conforming fully to the provision of these Restrictive Covenants, shall have been erected thereon. The intent of this section is to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as temporary living quarters before or pending the erections of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any Lot except during the period of construction. No house may be moved from another location to any Lot in this Development. Neither the foregoing nor any other section of this Declaration shall prevent the Developer or any builder approved by the Developer from constructing a house for use as a model home that may contain office-type furniture and be used for conducting the business of either selling that house or other houses within the Development, nor shall the foregoing or any other section of this Declaration prevent the Developer from designating a Lot or Lots from time to time for the temporary placement of a trailer or other suitable structure of use as an office and/or sales center by the Developer and/or approved builders at the sole discretion of the Developer.

#### **4.11 Utility Easement**

A perpetual easement is reserved on each Lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas, water, sewerage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

#### **4.12 Sewage Disposal**

Before any Dwelling Unit on a Lot shall be occupied, a connection with the municipal sewer system meeting applicable municipal codes shall be made. There shall not be erected, permitted, maintained or operated on any Lot any privy, cesspool, vault or septic system without written approval from the Developer or the Board.

#### **4.13 Building Requirements**

A. All Buildings or structures of any kind constructed on any Lot shall have full masonry foundations and chimneys, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level.

B. The entire exterior sides of each Dwelling Unit must be covered with stone, brick, stucco, approved siding or combination thereof. Any other materials must be approved in writing by the Developer or the Architectural Review Committee.

C. All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, or stucco to complement the house.

D. All sheet metal work (roof caps, flashings, vents, chimney caps) must be painted to compliment the roof.

E. Gutters and downspouts must be painted in approved colors.

F. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the Developer or the Architectural Review Committee may make exceptions to the placement of such roof stacks and plumbing vents

G. There will be no above ground level pools.

H. Dwelling unit rear exteriors that face Common Property, another Lot, or street, shall have the finish of the rear exterior the same as the front and side exteriors thereof, and rear exterior must be designed to look like the front of the Dwelling Unit.

#### **4.14 Frontal Appearance**

All Dwelling Units shall have conventional and acceptable frontal appearance from the main street fronting said Lots.

#### **4.15 Quality of Building Materials**

Only good-quality materials and design will be accepted on any structure built on any Lot. PermaStone and asbestos shingles are specifically prohibited. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer, stone or other material acceptable to the Developer or the Architectural Review Committee.

#### **4.16 Exterior Siding**

All exterior siding must be approved in writing by the Developer or the Architectural Review Committee. All wood or masonite siding must have laps at a minimum of six (6) inches. Dwelling Units using masonite siding on all exterior sides must be true lap siding and not artificial laps (4 sided exteriors). Masonite on four sides will not be allowed.

#### **4.17 Windows and Doors**

Materials to be used in window and glass doors must be approved by the Developer or the Architectural Review Committee. All windows must have mullions. Metal and vinyl windows are not permitted, nor are aluminum awnings permitted. However, metal or vinyl exterior clad windows will be permitted.

#### **4.18 Roofs**

Roof pitches must be a minimum of 10/12, unless otherwise approved by the Developer or the Architectural Review Committee. All roofs must be of architectural quality dimensional shingle shakes or slate unless otherwise approved in writing by the Developer or the Architectural Review Committee.

#### **4.19 Fireplaces**

All fireplace inserts must be capped with a shroud at the point where the flue reaches the top of the chimney.

#### **4.20 Chimneys**

Chimneys must be constructed of brick, stucco or stone, and those chimneys on the exterior must have a foundation. Functional chimneys must have chimney shroud.

#### **4.21 Decks and Porches**

All exterior wood decks which face Common Property, another Lot or street must be painted or stained. Front porches must be constructed of brick, stone, or other approved material in accordance with the requirements of the Developer or the Architectural Review Committee. Front porches requiring handrails shall be constructed of material consistent with the front elevation. Side porch material shall be consistent with that of front porches with railing of wrought iron or wood.

#### **4.22 Mailboxes**

Mailboxes will be the responsibility of the owner and shall follow the design of the residence and must be approved by the Developer. Each mailbox shall be maintained by the Owner to complement the residences and the neighborhood.

#### **4.23 No Detached Buildings**

There shall be no detached garages, outbuilding or servants quarters, without the prior written consent of the Developer or the Architectural Review Committee.

#### **4.24 Garages**

Each Dwelling Unit shall have at least a double-car garage constructed at the same time as the Dwelling Unit. Detached garages will be allowed only with written approval from the Developer or the Architectural Review Committee. No carports will be permitted. No garage door may face the street upon which the Dwelling Unit fronts provided, however, that for good cause shown, an Owner may petition the Developer or the Architectural Review Committee for a variance from such garage requirements. Garages are to be positioned opposite the main traffic flow. Double car garage doors shall be a minimum of 16'. The inside walls of garage must be finished. Garage doors may not be allowed to stand open.

#### **4.25 Service Area for Ancillary Equipment**

Each Dwelling Unit shall provide an area or areas on the rear or side yard of the Lot to accommodate air conditioner compressors, garbage cans, the electrical service entrance, or other ancillary residential functions that by nature may present an unsightly appearance. Service area shall be convenient to the utility services and screened from view by an enclosure that is an integral part of the site development plan, using materials, colors or landscaping that are harmonious with the home it serves.

#### **4.26 Driveways**

Each Dwelling Unit constructed upon a Lot must be served by a driveway constructed of hard surface materials such as concrete, brick, exposed aggregate, or pre-cast pavers. No driveway shall be constructed on any Lot nearer than one (1) foot to any Lot line. All other hard surface material must be approved by the Developer or the Architectural Review Committee. Where a Lot borders on more than one street, the Lot shall be entered from the secondary street. It shall be obligatory upon all owners of Lots in this subdivision to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefore.

#### **4.27 Sidewalks**

It is the obligation of each Lot Owner subsequent to Developer to install a sidewalk along lines of the Lot which front a road except in those cases in which a burn on his Lot fronts the road. The width must be 4' and be a minimum of two feet off the street curb. In addition, each homeowner must have sidewalk design approved so as to eliminate linear appearance. The sidewalk must be

completed by the time the Dwelling Unit is completed or within one (1) year from date of purchase of the Lot, whichever is earlier.

#### **4.28 Curbs**

No permanent cuts may be made in the curbs for any purpose other than driveways. Curb cuts shall be made with a concrete saw at the curb and along the gutter. Irregular cuts using sledge hammers and the like are prohibited. Driveways shall be added so as to form a smooth transitional surface with the remaining curb at locations where the approved driveway locations meet the street. Damaged curbs shall be replaced by the Owner of the adjoining Lot unless the damage is caused by another who causes the damage to be corrected. Notwithstanding the foregoing, nothing herein shall permit any curb cuts where such cuts are prohibited by any applicable city, county or state regulation, ordinance or law.

#### **4.29 Fences**

No fences shall exceed six (6) feet in height and will not be allowed on any Lot without the prior written consent of the Developer or the Architectural Review Committee. Wire or chain link fences are prohibited. All wood fences must be painted. All proposed fences must be submitted to the Developer or the Architectural Review Committee showing materials, design, height and location.

#### **4.30 Excavation**

No owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the consent of the Developer or the Architectural Review Committee is obtained.

#### **4.31 Rainwater Drainage**

Each Lot must be landscaped so that rainwater will drain into the street adjoining the lot or into a drainage easement that drains into a street. Unless otherwise set forth on the recorded plat, Lot lines shall be the drainage easements. A Lot may not be landscaped so that rainwater runs into another Lot across an established drainage easement.

#### **4.32 Adjoining Lot Damage**

Any damage done to any adjacent or adjoining Lot or by a contractor employed to build improvements on any Lot will be repaired immediately at the expense of the Owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the Owner or contractor during the time of construction. All construction debris shall be removed weekly and the street must be kept clean during construction.

#### **4.33 Landscaping**

A landscape plan shall be submitted to the Developer or the Architectural Review Committee for approval. If a Dwelling Unit has a rear exterior which faces Common Property, another Lot or street, the Architectural Review Committee may require the placement of up to two (2) - three (3) to four (4) inch caliper trees in the rear of the Lot to provide cover for the Dwelling Unit. Landscaping, in accordance with the approved landscape, plan must be substantially completed within one (1) year after commencement of construction of the house. Shrubbery plantings adjacent to roadways and sidewalks shall not impede the vision of vehicle operators. The placement of a three (3" ) inch caliper tree in a specified area near the sidewalk is required. The tree type to be specified by the Developer. The Hampton Creek Development is privileged to have made available to its residents the same custom blended prescription turf soils that have been used in the development of the Hampton Creek Golf Course. In keeping with and

maintaining the integrity of the overall property development, it is made a part of the Design and Use Guidelines to use this custom blended material or equivalent for all turf and sod based ground preparation. This material is made available through the developer at a price substantially below comparable retail.

**4.34 Sodding**

Prior to occupancy of a Dwelling Unit, the front yard of the Lot must be sodded. A sprinkler system is strongly recommended. Occupancy prior to sodding may be approved by the Developer or the Architectural Review Committee if weather conditions prohibit sodding. Yards adjoining common property and facing streets shall require sodding.

**4.35 Tree Removal**

No live trees or shrubs having a diameter greater than six (6) inches shall be removed prior to obtaining approval of the Developer or the Architectural Review Committee. Any Owner who, without having obtained approval from the Developer or the Architectural Review Committee, cuts down or who allows to be cut down any tree having a diameter of six (6) inches or greater shall be liable to the Association for liquidated damages in the amount of One Thousand and No/100 Dollars (\$1,000.00) for each tree so cut. The majority of the trees may not be removed from any Lot except in the area of the Lot upon which the house and driveway are to be constructed. Except for view enhancement, excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the Development.

**4.36 Maintenance**

Each Lot Owner shall, at all times, maintain all structures located on such Lot, including driveways and permitted fences, in good repair which shall include exterior painting as needed, and each Lot Owner shall keep all vegetation and landscaping in good and presentable condition.

**4.37 Lawn Care**

All unimproved Lots (except those owned by the Development) and all improved Lots must be kept fully seeded with grass (except where other provisions hereof require sodding) and regularly cut

**4.38 Permitted Entrances for Property Maintenance**

In order to implement and effect insect, reptile and woods fire control, and to maintain unsightly Lots, the Developer or the Board, or their respective agents, may enter upon any Lot on which a Dwelling Unit has not been constructed and upon which no landscaping plan has been implemented, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Developer or the Board detracts from the overall beauty, setting and safety of the Property or Lots. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Developer and its agents or the Board and its agents may likewise enter upon a Lot to remove any trash which has collected on said Lot without such entrance and removal being deemed a trespass. The provisions of this section shall not be construed as an obligation on the part of the Developer and its agents or the Board and its agents to mow, clear, cut or prune any Lots or to provide garbage or trash removal services. Expenses incurred for any of the foregoing shall be chargeable to and recoverable from the Owner of the Lot upon which such work is done.



**4.39 Unightly Conditions**

All of the Lots in the Development must, from the date of purchase, be maintained by the Owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an Owner of a Lot in the Development fails, of his own volition, to maintain his Lot in a neat and orderly condition, Developer, or its duly appointed agent, or the Board, or its duly appointed agent, may enter upon said Lot without liability and proceed to put said Lot into an orderly condition, billing the Owner two hundred fifty percent (250%) of the cost of such work. All Owners in the development are requested to keep cars, trucks and delivery trucks off the curbs of the streets.

**4.40 Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction**

In order to preserve the aesthetic and economical value of all Lots within the Development, each Owner and Developer (with respect to improved Property owned by Developer) shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any building, structure, and improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty. Variations and waivers of this provision may be made only upon Developer or the Board establishing that the overall purpose of these Restrictive Covenants would be best effected by allowing such a variation. Variations to this section are to be strictly construed and the allowance of a variance by the Developer or the Board shall not be deemed to be a waiver of the binding effect of this section upon all other owners.

**4.41 Offensive Activity**

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment or nuisance to the Development.

**4.42 Animals**

No poultry, livestock, or animals shall be allowed or maintained on any Lot at any time except that the keeping of dogs, cats or other household pets is permitted, providing that nothing herein shall permit the keeping of dogs, cats, or other animals for commercial purposes. Pet owners shall not allow pets to roam unattended. The pet owners shall also muzzle any pet which consistently barks. If the barking persists, the pet owner shall have the pet removed from the Development. If the pet owner refuses, it shall be deemed an "offensive activity."

**4.43 Signs**

One sign offering the Lot and/or Dwelling Unit for sale and the name of the builder may be placed upon a Lot. Such sign must be in a form approved by the Developer or Architecture Review Committee. No other signs shall be erected or maintained on any Lot, except in accordance with approved standards for signs as set by the Developer or the Architectural Review Committee. Drawings attached.

**4.44 Playground Equipment**

No metal playground equipment (swingset) is permitted. Basketball goals may be permanently installed. Other portable sports equipment is allowed but must be stored out of sight when not in use.

**4.45 Antennas and Satellite Dishes**

No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any Dwelling Unit or other structure on the Property or any Lot

#### **4.53 Occupancy Before Completion**

Except with the written consent of the Association based on adequate assurance of prompt completion of a Dwelling Unit, an Owner shall not occupy a Dwelling Unit until the Dwelling Unit and seasonal landscaping conforming fully to the provisions of this instrument shall have been erected and fully completed thereon. Once the footing of any Dwelling Unit or other structure are poured, construction must progress continuously (with allowance for weather conditions, labor conditions and availability of materials) until the building is fully completed. The exterior (including landscaping) must be completed within twelve (12) months after commencement of construction. The Owner of any Lot violating either of these provisions shall be liable to the Association for liquidated damages at the rate of Fifty and No/100 Dollars (\$50.00) per day the violations occur, and to payment of such court costs and attorney's fees as may be incurred in the enforcement of these provisions. In the event construction does not progress continuously, the liquidated damages shall commence ten (10) days after notice from the Developer or the Architectural Review Committee if construction is not resumed within said ten (10) days.

#### **4.54 Violations and Enforcement**

In the event of the violation, or attempted violation, of any one or more of the provisions of these Restrictive Covenants, the Developer, its successors and/or assigns, or the Association, its successors and/or assigns, including all parties hereinafter becoming Owners of any one or more of the Lots to which provisions of these Restrictive Covenants apply, may bring an action or actions against the Owner in Violation, or attempting violation, and the said Owner shall be further liable for such damages as may accrue, including any court cost and reasonable attorneys fees incident to any such proceeding, which cost, and fees shall constitute liquidated damages. In the event of a violation of set-back lines, side, rear or front, which may be minor in character, a waiver thereof may be made by the Developer, its successors or assigns or the Board. Further, the Developer or the Board may grant variances of the restrictions set forth in these Restrictive Covenants if such variances do not, in the sole discretion of the Developer or the Board, adversely affect the purposes sought to be obtained hereby.

By reason of the rights of enforcement of the provisions of this section being given unto Owners of Lots (subject to rights of variances reserved by the Developer and the Board), it shall not be incumbent upon the Developer or the Board to enforce the provisions of these Restrictive Covenants or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of these Restrictive Covenants by any person other than itself.

#### **4.55 Swimming Pools**

Swimming pools are allowed, however, they are to be fenced and landscaped with ARC approved designs and materials. Above ground pools will not be allowed. Decks and screening must not be closer than (5') feet from the property line.

#### **4.56 Speed Limit**

The speed limit for Hampton Creek is 30 miles/hour unless posted otherwise. The Hamilton County Sheriff's Department shall enforce this law.

within the Development without the prior written consent of the Developer or the Architectural Review Committee; nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties. Notwithstanding the foregoing, the provisions for this section shall not prohibit the Developer from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar system within the Development.

#### **4.46 Sound Devices**

No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon Lots within the Development. The playing of loud music from any balcony or porch shall be considered an offensive and obnoxious activity considered as a nuisance.

#### **4.47 Air Conditioning and Heating Units**

Air conditioning and heating units shall be architecturally screened or landscaped so as not to be visible from any street.

#### **4.48 Tanks and Garbage Receptacles**

No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a Dwelling Unit, within a screened area or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be visible from adjoining Lots, houses, or from any street.

#### **4.49 Wells**

No private wells may be drilled or maintained on any Lot without the prior written consent of the Developer or the Architectural Review Committee.

#### **4.50 Laundry**

No Owner, guest, or tenant, shall hang laundry from any area within or outside a Dwelling Unit if such laundry is within the public view, or hang laundry in full public view to dry, such as on a balcony or terrace railing. This provision may, however, be temporarily waived by the Developer or the Board during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

#### **4.51 Vehicle Parking**

Cars owned by Lot Owners shall be parked only in the Owner's garage or driveway. No inoperable vehicle, tractor, or other machinery shall be stored outside on the premises at any time, even if not visible from the street. No house trailer or such vehicle shall be stored on the premises. Recreational vehicles, vacation trailers, campers and boats must be stored and hidden from view within the garage. Such vehicles may not be stored anywhere else on the Lot.

#### **4.52 No Waterway Use**

No boat of any kind shall be permitted upon, nor shall any swimming be permitted in any pond on the Common Properties. No garbage, trash, or other refuse shall be dumped into any pond on the Common Properties. Owners will be assessed a \$500.00 fine for each violation of this provision in addition to assessments for the cost of removal.

## ARCHITECTURAL CONTROL

### Architectural and Design Review

A. In order to preserve, to the extent possible, the natural beauty of the Property and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the development, and to promote and protect the value of the Property, the Developer or the Board shall create a body of rules and regulations covering details of Dwelling Units, which shall be available for all owners or prospective Owners of Lots.

B. The Developer shall have sole architectural and design reviewing authority for the Development until the Developer has transferred governing authority to the Board in accordance with the Bylaws; provided, however, that prior to calling the meeting of the Association to elect a Board to succeed the Developer as provided in the Bylaws, the Developer may execute and record in the office of the Recorder a document stating that the Developer reserves unto itself, its successors, and/or assigns, the architectural and design reviewing authority provided in this Article, and stating that said reservation, notice of which is thus provided, shall survive the election of the Board to succeed the Developer. Thereafter, the Developer shall continue to exercise the rights thus reserve to it until such time as it shall execute and record in the office of the Recorder a document assigning these rights to the Board. Upon such occurrence, the Board shall establish an Architectural Review Committee as soon as is practicable. When such Committee has been established, the Developer shall transfer reviewing authority to it.

C. No Dwelling Unit, other building, structure, fences, exterior lighting, walls, swimming pools, children's play areas, decorative appurtenances, or structures of any type, shall be erected, placed, added to, remodeled or altered and no trees or shrubs shall be cut or removed and no grading shall be commenced until the proposed building plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of Dwelling Unit, building or structure, drives and parking areas), drainage plan, landscape plan or construction schedule, as the case may be, shall have been submitted to the Developer or the Architectural Review Committee for approval at least thirty (30) days prior to the proposed date of construction. In addition, any repainting of a substantial portion of the exterior of any structure in a manner not previously approved by the Developer or the Architectural Review Committee shall be subject to prior approval of the Developer or the Architectural Review Committee as provided in the preceding sentence. The Developer or the Architectural Review Committee shall give written approval or disapproval of the plans within 30 days of submission. However, if written approval or disapproval is not given within 30 days of submission, the plans shall be deemed to have been approved. Developer or the Architectural Review Committee may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by Developer or the Architectural Review Committee. In the event of the completion of any Dwelling Unit on any Lot, without any proceedings having been instituted in the courts of Hamilton County, Tennessee to enjoin the construction thereof, the said Dwelling Unit shall be conclusively presumed to have had such approval.

D. The Developer or Architectural Review Board shall charge a fee for each application submitted for review. The amount of the fee shall be set, at the sole discretion of the Developer or Architectural Review Board, and shall initially be as described below:

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c. Builder's Construction Bond/Deposit	<u>\$1,000.00</u>
<b>TOTAL DEPOSIT REQUIRED</b>	<b>\$1,585.00</b>

If no damages occur from the construction process, no repairs of adjacent properties are required due to damages by the contractor, and all items of the approved Construction and Landscaping Plans are completed satisfactorily; two hundred thirty-five dollars (\$235.00) will be refunded to the homeowner and one thousand dollars (\$1,000.00) will be refunded to the contractor. If repairs are required, the charges for the repairs shall be deducted from the deposits at the discretion of the Board. The balance of the money will be refunded to the appropriate individual.

EXHIBIT "D"

Rules of Arbitration

1. Claimant shall submit a Claim to arbitration under these rules by giving written notice to all other Parties stating plainly and concisely the nature of the Claim, the remedy sought and Claimant's desire to submit the Claim to arbitration ("Arbitration Notice").
2. Each Party shall select an arbitrator ("Party Appointed Arbitrator"). The Party Appointed Arbitrators shall, by agreement, select one or two neutral arbitrators ("Neutral(s)") so that the total arbitration panel ("Panel") has an odd number of arbitrators. If any Party fails to appoint a Party Appointed Arbitrator within 20 days from the date of the Arbitration Notice, the remaining arbitrators shall conduct the proceedings, selecting a Neutral in place of any missing Party Appointed Arbitrator. The Neutral arbitrator(s) shall select a chairperson ("Chair").
3. If the Panel is not selected under Rule 2 within 45 days from the date of the Arbitration Notice, Claimant may notify the Tennessee chapter of The Community Associations Institute, which shall appoint one Neutral ("Appointed Neutral"), notifying the Appointed Neutral and all Parties in writing of such appointment. The Appointed Neutral shall thereafter be the sole arbitrator ("Arbitrator"), and any Party Appointed Arbitrators or their designees shall have no further duties involving the arbitration proceedings.
4. No person may serve as a Neutral in any arbitration under these Rules in which that person has any financial or personal interest in the result of the arbitration. Any person designated as a Neutral shall immediately disclose in writing to all Parties any circumstance likely to affect impartiality, including any bias or financial or personal interest in the outcome of the arbitration ("Bias Disclosure"). If any Party objects to the service of any Neutral after receipt of that Neutral's Bias Disclosure, such Neutral shall be replaced in the same manner in which that Neutral was selected.
5. The Arbitrator or Chair, as the case may be ("Arbitrator") shall fix the date, time and place for the hearing. The place of the hearing shall be within the Properties unless otherwise agreed by the Parties.

## REVIEW AND CONSTRUCTION DEPOSIT

The participating homeowner is required to submit a deposit of \$635.00 upon initial application for each home, and the contractor is required to submit a Construction Bond of \$1,000.00. These deposits are held in escrow by the Residential Association until the building is completed and the Architectural Review has approved its final inspection and issued a copy of the certificate of occupancy. The deposits, as itemized below, are held by the Board to offset the cost incurred in the processing and review of plans by outside professionals, and to cover the cost incurred by the Developer or Association to repair damage to the properties caused by the participating builder or his subcontractors:

a. Application and Review Fee	\$400.00
b. Homeowner's Construction Deposit	\$235.00
c. Builder's Construction Bond/Deposit	<u>\$1,000.00</u>
TOTAL DEPOSIT REQUIRED	\$1,585.00

If no damages occur from the construction process, no repairs of adjacent properties are required due to damages by the contractor, and all items of the approved Construction and Landscaping Plans are completed satisfactorily; two hundred thirty-five dollars (\$235.00) will be refunded to the homeowner and one thousand dollars (\$1,000.00) will be refunded to the contractor. If repairs are required, the charges for the repairs shall be deducted from the deposits at the discretion of the Board. The balance of the money will be refunded to the appropriate individual.