

requests additional information, the application shall be deemed to be denied; a new thirty (30) day period will commence upon the submission of the additional information requested by the ACC. If an application is deemed approved as the result of the ACC's failure to respond within thirty (30) days, it shall not operate to permit the owner to construct or maintain any improvement on the lot that violates any provision in the Protective Covenants including, by way of example and not limitation, any provision relating to location or size.

2. Timing. It is anticipated that applications will be acted upon in an expeditious manner. However, owners should recognize that the ACC has thirty (30) days to approve or disapprove an application; therefore, owners should not schedule work earlier than thirty (30) days from the date the application is submitted. If the ACC fails to approve or disapprove a complete application within thirty (30) days of its receipt, the application shall be deemed approved; however, in no event shall such deemed approval constitute approval of any application for an improvement that would violate the Protective Covenants.

3. Appeals. If an application is denied by the ACC, the owner may appeal the decision to the Board. An appeal must be submitted to the Board, through the Association's management company, in writing within thirty (30) days of the date of the ACC's denial. The appeal should generally outline the basis of the appeal and request a hearing before the Board. The Board shall endeavor to schedule an appeal at the next Board meeting following the receipt of the owner's request. The decision of the ACC shall remain in effect during the appeal period. The decision of the Board shall be final.

#### 4. ACC Review Factors.

a. All materials, colors, exterior design (elevations), size (dimensions), and locations must be harmonious with existing and other proposed structures.

b. Additions to the exterior of a residential dwelling or other structure are to appear as if they were part of the original construction.

c. The Association is not responsible for insuring compliance with applicable utility easements, building setbacks, building codes and any other regulations imposed by any local or state governing bodies or utilities, nor does the Association make any express or implied warranties as to the suitability, fitness, or quality of the improvements or alterations to be made.

d. The location of a proposed improvement shall not violate any building set back lines or utility or drainage easements shown on the recorded plat or as provided in the Protective Covenants, nor obstruct sight lines at street intersections.

NOTE: The ACC may not grant permission to place an improvement upon or across any utility easement. Consent to encroach upon any utility easement must be obtained in writing from the owner of the easement (i.e., the utility company); the ACC may grant permission to place an improvement upon or across a drainage easement, subject to the condition that the improvement may not impede drainage on any property served by the drainage easement (i.e., including adjacent lots). If deemed necessary, in its sole discretion, the Association may revoke consent to encroach upon any drainage easement; removal of improvements (if required by the Association or owner of the easement) shall be the sole responsibility of the owner who erected or installed the improvement (or his/her successor in title); removal shall be at the owner's sole cost and expense.

e. Improvements other than the residential dwelling and garage may not exceed eight feet (8') in height (except as otherwise expressly provided in the Protective Covenants or these Guidelines).

f. Improvements exceeding two feet (2') in height may not be located nearer to the street than the building setback line, as provided in the Protective Covenants.

g. Improvements which are intended to be used for a purpose for other than single-family residential purposes, or which may become an annoyance or nuisance to the neighborhood, are not permitted.

h. Improvements must be located on the lot so that the use of the Improvements will not infringe upon the use and enjoyment of any neighboring property nor place any neighboring property at increased risk of damage.

i. Projects may not be started until all appropriate approvals are received, and projects must have a completion date acceptable to the ACC.

Approval of an application shall not be construed as a warranty or representation by the ACC that the change, addition or improvement, as proposed or as built, complies with any or all applicable city and county statutes, ordinances or building codes, or as a warranty or representation by the ACC of the fitness, design or adequacy of the proposed construction.

5. Miscellaneous from Protective Covenants. In addition to these Guidelines, owners should note the following provisions in the Protective Covenants:

a. All sites (lots) shall be kept in a sanitary, healthful, and attractive condition. Yards must be cut, trimmed, and weeded and beds must be attractively maintained. The Association has the authority to go upon a lot to correct violations of this provision.

b. No boats, trailers, campers, buses, inoperative vehicles of any kind shall be parked or stored permanently or semi-permanently on any public street, right-of-way, driveway, or greenbelt. Storage of such items must be screened from view.

c. No signs, advertisements, or billboards may be displayed other than one sign advertising the property for sale or rent. The Association may remove any signs that violate this provision.

#### B. Fences

1. Wood Fence Construction. Wood fences adjacent to any street along the front, side or rear property line of a lot must be constructed with all pickets on the outside so that no posts or rails are visible from the street.

2. Gates. All gates must be constructed with the same materials as the fence and shall be harmonious with existing structures.

3. Color. A fence shall be painted or stained only with the prior written approval of the ACC. As a general guideline, the color of a paint or stain to be applied on the outside portion of a fence must be compatible with the colors on the exterior of the residential dwelling on the lot and the general color scheme of the Subdivision. Iridescent colors and tones considered to be brilliant are not permitted.

4. Ornamental Metal Fences. The height, location and spacing of the bars of all ornamental metal fences must be approved by the ACC. Ornamental metal fences are not to be used around the perimeter of a lot, unless specifically authorized in the Protective Covenants.

5. Chain Link and Wire Fences. There shall be no chain link or wire fences.

6. Setback Lines. No part of a fence may be constructed on a lot nearer to the street than the front plane of the residential dwelling.

7. Maintenance of Fences. Pickets, rails, or bars that are broken, warped, bent, sagging, or which have otherwise deteriorated must be promptly repaired or replaced. All fences which are stained (on interior surfaces) must be properly maintained to prevent cracking, chipping, fading or mildewing.