



Covenants and By-Laws

Winterwood Estates Homeowners Association
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KING COUNTY, WA

AUDITOR'S INDEXING FORM

DOCUMENT TITLE:	DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS AND AGREEMENTS WITH RESPECT TO THE DEVELOPMENT OF WINTERWOOD ESTATES
GRANTOR(S):	1. GARLAND, ROBERT O., as Pres. of Winterwood Estates Homeowners Association 2. SELBY, H. DEAN, as Bd. member of Winterwood Estates Homeowners Association Additional names on page ___ of document.
GRANTEE(S):	1. WINTERWOOD ESTATES HOMEOWNERS ASSOC. 2. Additional names on page ___ of document.
LEGAL DESCRIPTION: Abbreviated form (lot, block, plat name, section-township-range)	Lots 1-26, Div. 1, Lots 1-24, Div. 2, Lots 1-30, Div. 3, Lots 1-46, Div. 4, Lots 1-80, Div. 5, Lots 1-160, Div. 6, Winterwood Estates Additional legal description is on page 1 of document.
ASSESSOR'S PROPERTY TAX PARCEL OR ACCOUNT NUMBER:	948590 - 0000; 948591 - 0000; 948592 - 0000; 948593 - 0000; 948594 - 0000; 948595 - 0000;
REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED OR RELATED DOCUMENTS:	

**DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, EASEMENTS AND AGREEMENTS
WITH RESPECT TO THE DEVELOPMENT OF
WINTERWOOD ESTATES**

NAME & LOCATION. The name of the corporation is WINTERWOOD ESTATES HOMEOWNERS ASSOCIATION, hereafter referred to as Association. The principal office of the corporation shall be located in Covington, Washington, 98042, but the meetings of member and directors may be held at such places within the State of Washington, County of King, as may be designated from time to time by the Board of Directors.

THIS DECLARATION, made on the date hereinafter set forth by WINTERWOOD ESTATES HOMEOWNERS ASSOCIATION, a Washington Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of King, State of Washington, which is more particularly described as:

Lots 1 through 26, Div. No. 1, Winterwood Estates, as per plat recorded in Volume 100 of Plats, Pages 17 & 18, records of King County, Washington.

Lots 1 through 24, Div. No. 2, Winterwood Estates, as per plat recorded in Volume 103 of Plats, Pages 51 & 52, records of King County, Washington.

Lots 1 through 30, Div. No. 3, Winterwood Estates, as per plat recorded in Volume 107 of Plats, pages 48 & 49, records of King County, Washington.

Lots 1 through 46, Div. No. 4, Winterwood Estates, as per plat recorded in Volume 112 of Plats, pages 70 & 71, records of King County, Washington.

Lots 1 through 80, Div. No. 5, Winterwood Estates, as per plat recorded in Volume 118 of Plats, pages 32 to 34, records of King County, Washington.

Lots 1 through 160, Div. No. 6, Winterwood Estates, as per plat recorded in Volume 123 of Plats, pages 58 to 62, records of King County, Washington.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, liens and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, and their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Winterwood Estates Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner whether one or more persons or entities of a fee interest (the whole of which is not subject to a contract of sale) or a vendee's interest in a contract of sale to any lot, except persons having an interest merely as security for the payment of a debt or performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein described and such additional real property as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereon) owned by or subject to easement for the common use, benefit and enjoyment of the Association or the owners.

Section 5. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the properties, or any separate tax lot as shown on King County Assessor's maps, with the exception of the common area.

Section 6. "Declarant" shall mean and refer to the Winterwood Estates Homeowners Association.

Section 7. "ACC" shall mean and refer to the Architectural Control Committee.

ARTICLE II

Winterwood Estates Homeowners Association

The Articles of Incorporation of the Association are on file with the Secretary of the State of Washington and with the Auditor of King County, Washington.

By-Laws of the Association shall at all reasonable times be available for inspection at the principal place of business of the Association.

Amendments to the Articles of Incorporation and By-Laws may be made with the approval of the members in the manner provided by law and the Articles of Incorporation and By-Laws of the Association.

By this reference the Articles of Incorporation and By-Laws of the Association, and all duly enacted present and future amendments thereto, are incorporated herein as if fully set forth, and all persons acquiring any right, title and interest in any lot shall be bound thereby.

The undersigned, for each lot owned, hereby covenants and agrees, and each owner of any lot, by acceptance of a deed therefore or other conveyance thereof, whether or not it shall be so

expressed in any such deed or conveyance, hereby covenant and agree, to pay the Association such annual and special charges, dues and assessments as shall be fixed and assessed by the directors of the Association in the manner provided by the Articles and By-Laws.

Such charges, dues and assessments, together with interest thereon and costs of collection, including reasonable attorney fees, shall be a charge against the members and a continuing lien upon the property against which any such charges or assessments are made; provided, however, that such lien shall be subordinate to any mortgage or deed of trust, whether prior or subsequent in time.

ARTICLE III

Dedication of Common Areas and Easements

The undersigned, their successors and assigns, covenant and agree to execute, deliver and record all deeds, assignments, dedications or other instruments necessary to dedicate, or necessary to convey to the Association, or King County, easements and fee simple title to the common areas, as designated and described in the development of Winterwood Estates and all subdivision plats approved by King County.

ARTICLE IV

Membership

Every owner shall be a member of the Association, provided, however, that there shall be no more than one vote for each lot. Membership shall be appurtenant to and may not be separated from ownership of one or more lots. Every member shall have an equal right and easement of enjoyment in and to the Common Areas, subject to the following provisions:

- a. The right of the Association to reasonably limit the use by members and the number of guests of members;
- b. The right of the Association to charge fees, collect dues, make assessments or obtain compensation in any other reasonable manner for the use maintenance, improvement or construction of any facility within or upon the common areas; and to pay reasonable compensation to the professional managers;
- c. The right of the Association to borrow money for the purpose of maintaining and improving the common areas and facilities and to give security therefore;
- d. The right of the Association to suspend all rights and easements, including voting rights, of a member for any period during which any fees, dues, assessments or any other charges for which the member is obligated to the Association shall not be paid, or for any reasonable period as a sanction for the infraction of any published rule or regulation of the Association.
- e. The right of the Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be

agreed to by the affirmative vote of a majority of all the members at a meeting called for that purpose; provided however, that such dedication or transfer shall not be effective unless written notice of the proposed action is sent to every member not less than thirty nor more than sixty days in advance of the date of the meeting at which such action is to be considered by the members.

- f. Any member may delegate his right of enjoyment to the common areas and the facilities of the Association to the members of his family, his tenants, or his guests residing on the property.
- g. The Association shall have one class of voting members. Said class shall consist of all owners. Each owner shall be entitled to one vote irrespective of the number of lots owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

ARTICLE V

Covenant for Maintenance Assessments

1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefore, or other conveyance thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:
 - (1) annual assessments or charges, and
 - (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be lien upon the property against which each such assessment is made.

Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties, and for the improvement and maintenance of the common areas, and to pay professional management and enforcement of the covenants and restrictions specified herein.

3. **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be One Hundred Twenty and no/100ths Dollars (\$120.00) per lot.
 - (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 5%, or the increase in the national cost of living index over the prior year, if greater, above the maximum assessment for the previous year without a vote of the membership.
 - (b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
 - (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
 - (d) The Directors shall not allow unreasonable accumulation of funds but shall adjust the annual assessment to prevent any unreasonable accumulations.

4. **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

5. **Notice and Quorum for Any Action Authorized Under Paragraphs 3 and 4 above.** Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting.

At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the members shall constitute a quorum.

If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

7. **Date of Commencement of Annual Assessments: Due Dates** The annual assessments provided for herein shall commence as to all lots in any subdivision on the first day of the

month following the sale of the first lot in said subdivision. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of each annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office of the Association setting forth whether the assessments on a specific lot have been paid. A properly executed certificate of the Association as to the status of assessment on a lot is binding upon the Association as of the date of its issuance.

8. **Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

The Association may bring an action at law against the owner personally obligated to pay the same, and thereby establish the lien against the property. No owner may waive or otherwise escape liability for the assessments provided herein by non-use of the common areas or abandonment of his lot.

9. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon.

ARTICLE VI

Professional Management Company

The Board of Directors of the Homeowners Association may retain the services of a professional manager for the management of the Association's business and for the enforcement of all restrictions and covenants specified herein, including the enforcement of violation of the Architectural Control Committee provisions herein. The Board of Directors shall pay reasonable compensation to a professional manager.

The professional management authority appointed by the Board of Directors of the Homeowners Association may at all times have authority to enforce the provisions herein and in the event of non-compliance of any owner within ten (10) days of receipt of written notice from the professional manager of a violation hereunder, the professional manager may have the deficiency corrected at the cost and expense of the owner and such cost and expense may be filed as a lien against the lot involved.

ARTICLE VII

Architectural Control Committee

1. There is hereby designated and appointed an Architectural Control Committee hereinafter called "the Committee".
2. The Committee may unanimously designate one or more of its members, or the professional manager hired by the Association to act for and on behalf of the Committee with respect to both ministerial matters and the exercise of judgments vested in the Committee, subject to review by the Committee at the request of any member thereof.
3. In all matters the decision of the majority of the Committee shall be the decision of the Committee.
4. In the event of the death, resignation or other inability to serve of any member of the Committee, the remaining member or members shall have the authority (but not the obligation) to designate a successor.
5. The members of the Committee may be entitled to reasonable compensation for the services performed on behalf of the Committee.
6. The Board of Directors shall have the authority to remove from office any members of the Committee with or without cause and designate a successor or successors.
7. Complete plans and specifications of all proposed buildings, structures and exterior alteration, together with detailed plans showing proposed location of the same on the particular building site shall be submitted to the Committee before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Committee. Plans or specifications shall in each case be permanently left with the Committee.
8. In the event the Committee fails to approve or disapprove plans submitted to it within thirty (30) days after submission, such plans and specifications shall be deemed to have been approved by the Committee unless suit to enjoin construction pursuant to the submitted plans and specifications is commenced within ten (10) days after copies thereof are delivered to the owners of each adjacent lot within the properties, together with a statement to the effect that the said plans and specifications have been submitted to the Committee, that thirty (30) days have expired since the date of said submission, that no action has been taken thereon by the Committee and that unless suit is commenced within ten (10) days of this delivery construction will be commenced pursuant to said plans and specifications.

9. No Owner shall be enjoined or subjected to other equitable relief or required to respond in damages to any other owner or owners for any action taken or construction commenced or completed with the approval of the Committee or subsequent to notice as herein provided.
10. Plans or specifications shall in each case be delivered to and permanently left with the Committee. Building or structures shall be erected or constructed only by a contractor or builder satisfactory to the Committee.
11. As to all improvements, construction and alterations, the Committee shall have the right to refuse to approve any design, plan or color, which is not suitable or desirable in the Committee's opinion for any reason, aesthetic or otherwise, and in so passing upon such design, plan or color, the Committee shall have the right to take into consideration the suitability of the proposed building or structure and the material of which it is to be built and the exterior color scheme to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or structure or alterations therein as planned, on the outlook of the adjacent or neighboring property, and any and all other factors which, in the Committee's opinion shall affect the desirability or suitability of such proposed structure, improvement or alteration.
12. The Committee shall have such other and additional duties and authority as is vested in the Committee, directly or by implication, by these Covenants and by the Articles and By-Laws of the Association.
13. All decisions of the Committee shall be subject to review at the request of any member of the Committee or any interested party by the Directors of the Association; provided, however, that the said request for review is presented in writing to one or more Directors of the Association within seven (7) days after the date on which such decision was rendered by the Committee.
14. The Board of the Directors of the Association shall have initial jurisdiction of any matter within the jurisdiction of the Committee upon request by the Committee that the Board of Directors accept initial jurisdiction.
15. The Board of Directors shall determine any of the said matters presented to it within sixty (60) days of submission unless all parties concerned agree to an additional period of time for consideration and determination.
16. The Committee shall consist of at least one Board member and up to six (6) members of the Association (preferably one from each division) not serving on the Board, and a Board member shall be Chairperson.

17. Regular scheduled meetings of the Committee may be held each month at the WEHA office. Such meetings shall be held for the purpose of reviewing any matters or applications which are pending approval or action. Should the regular scheduled meeting fall upon a legal holiday, then the meeting may be rescheduled if necessary.
18. Special meetings of the Committee shall be held when called by the Chairperson of the Committee.
19. The Committee is responsible for covenant compliance and enforcement of the covenants.
20. The Board of Directors may appoint or hire a covenants compliance administrator who will act as directed by the committee.
21. The Committee shall present all requests for variances to the restrictions, covered in Article VIII, to the Board of Directors. The Committee shall recommend either approval or disapproval at the time the request for variance is presented. Such variances shall only be allowed by a majority vote of the Board of Directors.

ARTICLE VIII

Residential Area Covenants

The area covered by these covenants is the entire area described as Winterwood Estates hereinbefore legally described, except those areas designated as common areas, and shall apply to any lot as defined herein, including lots in any plat or recorded subdivision hereinafter approved by King County, Washington.

VIII.1 Dwelling Specifications

No lot shall be used except for residential purposes, except on such lot or lots as may be rezoned for other purposes by the then controlling governmental authority, presently King County, and provided further, that no such rezoning shall be allowed without first obtaining the written approval of the Board of Directors of the Homeowners Association.

No structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to harmony of external design with existing structures, and location with respect to topography and finish grade elevations.

No dwelling shall be erected, altered, placed or permitted to remain on any lot, unless rezoned as hereinbefore provided, other than one detached single-family dwelling not to exceed two and one-half stories in height and a private car shelter for not less than two cars.

No dwelling costing less than \$25,000.00 or smaller than 1,400 square feet shall be permitted on any lot. The dwelling cost shall be based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,400 square feet for one-story non-basement type houses, nor less than 1,200 square feet for one-story dwellings with basements, nor less than 900 square feet for dwellings of more than one story.

All structures shall be completed, both inside and outside, within six (6) months from the date of commencement of construction and shall be constructed completely in exact accordance with the plans and specification approved by the Architectural Control Committee with no part omitted.

VIII.2 Dwelling Setback Lines

No structure shall be located on any lot nearer the front line or nearer to the side street line than the minimum dwelling setback lines required by ordinance, except that no side yard shall be required by these covenants for a garage or other permitted accessory building located fifty (50) feet or more from the minimum structure setback line.

No dwelling shall be located on any interior lot nearer than fifteen (15) feet to rear lot line (without regard to location of screening restriction line). For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the dwelling; provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot.

VIII.3 Easements

Easements for utilities and drainage facilities are hereby reserved to the undersigned, their successors and assigns, over a two and a half foot wide strip along each side of interior lot lines and over the front and rear five (5) feet of each lot. Other easements for installation and maintenance of utilities are hereby reserved to the undersigned, their successors and assigns, as shown on any recorded plat of Winterwood Estates.

Within the easements for utilities and drainage, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction and flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easements.

The utility drainage easement areas and road right-of-ways of each lot and all improvements within the said utility drainage easement areas and road right-of-ways shall be maintained continuously by the owner of the lot even though the improvements are the responsibility of a public authority or utility company.

VIII.4 Building Exteriors

No unenclosed metal chimneys shall be exposed on the exterior of any residence.

All buildings shall be sided with materials from the following list of siding materials standards:

Natural Wood

Brick

Vinyl:

- A. Royal Architectural Series
- B. Royal Woodland
- C. Royal Showplace
- D. ALCOA – Lake Forest Premier
- E. ALCOA – Grand Sierra
- F. Alside – Charter Oak
- G. Certainteed – Monogram
- H. Mastic – Quest
- I. Wolverine – Symmetry
- J. Wolverine – Benchmark 44

Only vinyl sidings which meet all of the following criteria shall be approved by the Architectural Control Committee:

- A. Vinyl Siding Institute (VSI) certified
- B. .044 minimum thickness
- C. Only semi-gloss or matte finish
- D. Lifetime non-prorated transferable warranties
- E. Fading not to exceed 4 Hunter units
- F. Profile specifications:
 1. Traditional – horizontal lap siding, double 4” or double 5”.
 2. Vertical products must be approved for appearance by the ACC on a case-by-case basis.
 3. Shake/Shingle products must be approved for appearance by the ACC on a case-by-case basis.
 4. Dutchlap, Brick, and Stone vinyl products will NOT be approved.

ACC Approval:

- Requested variances to the above list of material standards will require the homeowner to bring proof of manufacturer’s specifications and a sample of the vinyl siding materials to the ACC at the time of the request. Only those materials that meet or exceed the specifications of the above siding materials will be considered for approval by the ACC.
- The homeowner shall inform the ACC of the date the siding materials are to be applied.
- It is the responsibility of the homeowner that only the siding materials which were approved in the ACC request be applied to the dwelling.
- The ACC reserves the right to inspect the new siding within three weeks of installation to assure that only the approved materials were applied.

Type and color choices for all materials shall be submitted and approved by the ACC prior to application on any residence, addition, or accessory structure. Partial siding or siding repairs shall match the existing materials in type and color.

Failure to comply with these siding guidelines shall require the structure to be re-sided with approved materials, within thirty (30) days of written notice from the ACC.

VIII.5 Roofing Materials

All buildings shall be roofed with materials as defined below:

The approved list of roofing materials standards shall consist of the following products:

Treated Cedar Shakes

Natural Clay/Concrete Tiles

Mira Vista Shingles/Tiles

Stone-Coated Steel Shakes/Tiles

Fiberglass Laminate Shingles:

A. GAF Grand Canyon

B. GAF Timberline Ultra

C. Owens Corning Oakridge Shadow- (no longer available)*

D. Celotex Ambassador

E. Elk Prestique Plus- (changes to material specifications now require 50 year warranty to comply with criteria listed below)*

F. Celotex Presidential

Only fiberglass laminate shingles which meet all of the following criteria shall be approved by the Architectural Control Committee:

A. Fiberglass-asphalt composition

B. Laminated construction

C. Minimum warranty of 40 years

D. Minimum Weight of 350 pounds per square

E. Minimum relief of 0.375 inches measured from one major tier to the next.

With the exception of cedar shakes, all other products listed must have a written manufacturer's warranty of forty years for ACC approval.

A. Requested variances to the above list of material standards will require the homeowner to bring proof of manufacturer's specifications and a sample of the roofing materials to the ACC at the time of request. Only those materials that meet or exceed the specifications of the above roofing material standards will be considered for approval by the ACC.

B. The homeowner shall inform the ACC of the date the roofing materials are to be applied.

C. It is the responsibility of the homeowner that only the roofing materials which were approved in the ACC request be applied to the dwelling.

D. The ACC reserves the right to inspect the new roof within three weeks of installation to assure that only approved materials were applied.

*Notes about materials added 7/2004.

Type and color choices for all materials shall be submitted to and approved by the ACC prior to application on any residence, addition, or accessory structure. Partial re-roofing or roof repairs shall match the existing materials in type and color.

All roofing materials which have been applied prior to the adoption of these covenants shall remain in compliance until such time as replacement of roof is required. Three-tab asphalt/fiberglass shingles shall not, at any time, be considered for approval on any structure.

Failure to comply with these roofing guidelines shall require the structure to be re-roofed with approved materials, within thirty days of written notice from the ACC.

VIII.6 Fencing

Fencing is used to separate property, provide security and visual privacy, and to architecturally define space. In achieving any of these goals, a barrier is created which has both a visual and physical impact on the boundaries of common land and property and adjacent homeowners.

All fence plans, designs, and finishes must be submitted to the Committee for approval prior to installation. Standards for fence construction are as follows:

1. All fencing which is constructed prior to adoption of these covenants shall remain in compliance until such time as replacement of fencing is required. At such time, replacement fencing must comply with these covenants.
2. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the actual front building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall.
3. Fence height shall be limited to six (6) feet as measured from ground level.
4. All non-vegetative fencing shall be composed of materials and finished compatible with the principle structure(s) or will blend with the native background. Approval will depend upon fence style, aesthetic qualities, and structural integrity of each individual proposal with an emphasis on consistency within the local neighborhood area.
5. Gates shall match in design, color, and height.
6. Chain link fencing, behind the setback line must be either brown, green, or black. No barbed wire fences shall be erected on any lot, nor shall horses be enclosed only by electric fences. However, electrified wood or woven fences are encouraged, provided they are approved by the Architectural Control Committee prior to installation or construction.
7. Fence submittals should show the proposed fence's exact relationship to the property line. Front yards may not be enclosed with solid fencing.

8. Invisible fencing for animal control is acceptable and does not require Committee approval.

Variances may be granted only by the Board of Directors.

VIII.7 Outbuildings and Other Requirements

General requirements include:

1. No structure of a temporary character, unfinished residence, trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.
2. No structure shall be erected, placed or altered on any lot until the construction specifications and a plan showing the location of the proposed structure have been approved as to harmony of the external design with existing structures and location with respect to topography and finish grade elevations. In all cases, this means matching siding and roofing materials as well as dominant colors and construction details. Metal clad sheds or buildings are not considered compatible and shall not be allowed. Detailed plans shall be submitted to the Committee prior to any building construction or alteration and such construction or alteration shall not be started until written approval is given by the Committee.
3. All mailboxes must be covered by a roof constructed in accordance with rules and regulations specified by the Architectural Control Committee and are owned by the Homeowners Association. The Mailboxes and stands are maintained by the Common Area Management Committee.
4. All utilities to accessory buildings of any type shall be underground.
5. All driveways shall be blacktopped or constructed of concrete from the improved County road to the garage and/or carport constructed on the property.
6. A greenhouse or canopy shall be located behind the setback line to the rear of the house, and all greenhouses or canopies must be screened so as to not be visible from the street.

VIII.8 Home & Landscape Maintenance

1. Owners shall keep their premises reasonably clean and free from accumulations of debris on construction sites during the periods of construction.
2. Landscaping is defined as substantially improving the bare ground caused by the construction of the home, and/or substantially changing the natural features of a plot of ground so as to make it more attractive, as by adding lawns, trees, and bushes.
3. All developed property, whether occupied or unoccupied, and all improvements (buildings, accessory structures, fences, etc.) and landscaping shall at all times be maintained in such a manner as to prevent their becoming unsightly due to , but not limited to, deteriorating

