

ARTICLE VII
ARCHITECTURAL CONTROL

Section 7.01 Special Requirements for Lot Nos. 8 - 22 No part of the footprint of a Residence on Lot numbers 8 through 22, including all attached porches, garages, enclosed patios, all detached structures including garages and garden sheds constructed on permanent slabs or foundations, shall be within a minimum of 20 feet (20) of "Rear Lot Line" running through those Lots as depicted on the Plat Map. *Landscape & Irrigation Restrictions also apply to Lots 8 through 22 as listed in section 10.23, and fence restrictions per section 10.19.* This section 7.01 may be amended only by approval of such amendment both in accordance with this Declaration and with written consent of the City of Fruita.

Section 7.02. Architectural Approval. All improvements on any Lot shall be in compliance with the zoning approved by the City of Fruita. No building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Property (including the Common Area), nor shall any exterior addition to or change or alteration (including without limitation painting, landscaping, irrigation systems, fences, trash receptacles) be made until plans and specifications showing the nature, kind, shape, height, materials, location and other relevant information of the same have been submitted to and approved in writing by the Architectural Control Committee (the "Committee") as to harmony of external design and location in relation to surrounding structures, topography and other matters specified in this Article VII. Plans submitted to the Committee need not include evidence of compliance with zoning or other requirements of the City of Fruita. In the event such Committee, or its designated representative, fails to approve or disapprove such plans in writing within fifteen (15) days after a plan has been submitted to it, the plans will be deemed to have been approved, however, this provision does not apply to foundations and other restrictions that apply specifically to Lots 8 - 22. See Section 7.01 above.

Section 7.03. Plan Submittal Procedure. All plans and specifications required to be submitted to the Committee under Section 7.01 must be submitted in the form of a complete application. A complete application shall mean submission by the Owner of one copy of finished working drawings and specifications complying with provisions outlined in this Article VII.

Section 7.04. Plan Requirements. Residence plans must consist of: exterior elevations; a plot plan including property lines, setbacks, easements, structures, driveways, any accessory structures, fences, and proposed grading; and floor plans indicating square footage. Exterior colors shall also be submitted.

Section 7.05. Permits and Fees. The Owner shall apply for and pay all fees for all permits and inspections required by the governing authorities and codes for any improvements covered by this Article VII.

Section 7.06. Completion. Approved projects must be completed within the later of six (6) months after issuance of a building permit or within six (6) months after approval by the Committee if no building permit is required. Failure to complete work within the prescribed time may cause the approval to be rescinded and resubmittal will be required. The Committee may grant an extension under extenuating circumstances brought to its attention.

Section 7.07. Building Size. In considering the design of proposed improvements, the Committee shall consider, without limitation, maintaining compatibility with the natural setting of the Property and not permitting any proposed Residence or other improvement to dominate the surrounding Residences and area. A Residence shall be no more than one (1) level. Minimum square footage of heated living area for a Residence (excluding garage, enclosed patios and decks, attics and unheated storage areas) in the Subdivision shall be 1400 square feet for all Lots.

Section 7.08. Repetition of Residence Design. The exterior design of a Residence shall not be repeated within three (3) adjacent lots (Lots separated by a street are not considered adjacent). A design can be used within the three adjacent lots if the exterior design is substantially changed. Such substantial change shall include, but does not need to be limited to: roof configuration, siding window location, window sizes, garage door and front entrance. The Committee will have the right to decide if the design meets these requirements.

Section 7.09. Exterior Colors. Semi-transparent or solid colors in moderate hues only are acceptable, and must be approved by the Committee. The color combination for the body and trim of a Residence may not be repeated by any other adjacent Living Unit within two (2) Lots (Lots separated by a street are not considered adjacent).

Section 7.10. Roofs. Roofs must be architectural asphalt shingle with at least a thirty (30) year life, unless otherwise approved by the Committee. A minimum four (4) in twelve (12) pitch shall be maintained on all roofs. All roof colors must be of a moderate hue as approved by the Committee.

Section 7.11. Exterior Walls. All elevations of each Residence shall be of cedar, redwood, oriented stranded board or other approved wood in a tongue and groove, lap siding, or board and bat pattern, or of a masonry or stucco veneer. All Residences shall have at least 20% brick, rock, stone or comparable material approved by the Committee on any surface that faces a street. A Residence of which the walls are primarily composed of stucco shall be exempt from the foregoing 20% requirement.

Section 7.12. Windows. Windows shall be of a design and color complementary to the exterior of the Residence. Window frames of mill finished aluminum will not be allowed.

Section 7.13. Driveways. All driveways shall be composed of concrete unless otherwise approved by the Committee.

Section 7.14. Structures. Only new construction shall be permitted in the Subdivision. No home or garage shall be of the type known as "prebuilt, precut, modular, manufactured or mobile homes," regardless of its quality. No structure shall be built or placed on the Property without submittal to, and approval by, the Committee in accordance with this Article VII.

Section 7.15. Soils Report and Engineered Foundations. All Owners are hereby notified that a soils report for the Property dated June 7, 2002, by Grand Junction Lincoln DeVore, Inc. is recorded in the Mesa County real property records at Book 3405, beginning at Page 693. This report should be reviewed by an engineer prior to the construction of any improvements. It is required that Lots 8 through 22 and Lots within the Subdivision having a basement utilize engineered foundations.

Definition of Engineered Foundation: A foundation designed by a Professional Engineer registered and within the State of Colorado, and certified by said Engineer via seal or signature that the foundation is consistent with the Geotechnical Report for the Subdivision.

Section 7.16. Time of Construction. Subject to the time limits stated in Section 7.05, all projects approved by the Committee shall be diligently commenced and completed in compliance with this Declaration and all applicable laws, ordinances and codes. In addition, each Owner acquiring from Declarant any Lot(s) on which a Residence is not located at the time of purchase shall commence construction of a Residence within one (1) year after the date of purchase, unless an extension is granted by the Committee prior to the expiration of that one (1) year period.

ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE

Section 8.01. Composition of the Committee. The Committee shall consist of three (3) or more persons appointed by the Board of Directors; provided, however, that until Declarant has conveyed all Lots to Owners other than the Declarant, or until ten (10) years after the date of the recording of this Declaration in the office of the Clerk and Recorder of Mesa County, Colorado, whichever occurs earlier, Declarant shall appoint the Committee. Reasonable effort shall be made to have a licensed architect as a Committee member. The power of the Declarant to "appoint," as provided herein, shall include without limitation the power to: initially constitute the membership of the Committee, appoint member(s) to the Committee upon the occurrence of any vacancy, and for whatever reason to remove any member of the Committee, with or without cause, at any time, and appoint a successor; and each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the discretion of the Declarant. All improvements within the Property constructed by Declarant during the period in which it appoints the Committee, with the exception of any Residence constructed by Declarant, shall be deemed approved by the Committee without the issuance of any writing evidencing such approval.

Section 8.02. No Liability. Neither Declarant or the Association, nor the Committee or its members, shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any owner of property affected by these restrictions, by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Any Owner submitting, or causing to be submitted, any plans or specifications, agrees and covenants on behalf of himself or herself and his or her heirs, successors, legal representatives, and assigns that he or she will not bring any action or suit at law or in equity against the Declarant, the Association, the Committee, or any of the Members thereof to recover any such damage.

Section 8.03. Notice of Noncompliance or Noncompletion. Notwithstanding anything to the contrary contained in this Declaration, after the expiration of one (1) year from the date of completion of construction of any improvements within the Property, such improvements shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all the provisions in this Article VIII, unless actual notice of such noncompliance and noncompletion, executed by the Committee or its designated representatives, shall appear of record in the office of the County Recorder of Mesa County, Colorado, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 8.04. Rules and Regulations. The Committee may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VIII.

Section 8.05. Variances. Where circumstances (such as topography, location of property lines, location of trees, or other matters) require, the Committee, by the vote or written consent of a majority of the Members thereof, may allow reasonable variances evidenced in writing as to any of the covenants, conditions or restrictions contained in the Declaration under the jurisdiction of the Committee, on such terms and conditions as it shall require. The granting of a variance shall not operate to waive on any other occasion any of the terms and provisions hereof covered by the variance and shall not necessarily serve as a basis for subsequent variances with respect to any other request. The granting of any variance shall in no way affect the Association's or Owner's obligation to comply with the ordinances of the City of Fruita and other applicable governmental laws or regulations. The Committee shall have no authority to allow variances as to the covenants, conditions and restrictions in Section 7.14 and Section 10.23. The restrictions in the previous sentence may be amended only by approval of such amendment both in accordance with this Declaration and with the written consent of the City of Fruita.

Section 8.06. Appointment and Designation. The Committee may from time to time, by the vote or written consent of a majority of its members, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons who shall have full authority to act on behalf of the Committee in all matters delegated.

Section 8.07. Review Fee and Address. Any plans and specifications shall be submitted in writing for approval together with a reasonable processing fee determined by the Board. The address of the Committee shall be the principal place of business of the Association or such other place as the Committee may from time to time designate in writing to the Board of Directors. The address shall be the place for the submittal of any plans or specifications and the place where the current rules and regulations, if any, of the Committee shall be kept.

Section 8.08. Inspection. Any member or agent of the Committee may from time to time at any reasonable hour or hours and upon reasonable prior notice enter and inspect any property subject to the jurisdiction of the Committee as to its improvement or maintenance in compliance with the provisions thereof.

Section 8.09. General Provisions. The members of the Committee shall not be entitled to any compensation for services performed under this Article VIII. The powers and duties of the Committee shall cease and terminate on the earlier of termination of this Declaration or a date forty (40) years after the date of the recording of this Declaration. Thereafter, the approval described in this Article VIII shall not be required unless, prior to that date a written instrument is executed and duly recorded by the then record Owners of a majority of the Lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the Committee.

Section 8.10. Compliance with Governmental Laws. The Declarant, its successors and assigns, all Owners of any Lot and their successors and assigns by their acceptance of their respective deeds, and the Association, shall be bound by and subject to the laws of the State of Colorado and ordinances of the City of Fruita and all other applicable governmental laws or regulations. No building or other structure

or addition or change or alteration thereof shall be commenced, constructed, erected, placed, altered, maintained or permitted to remain on any of the real property within the Property, including the Common Area, which is in violation with any of the laws or ordinances of the City of Fruita or any other applicable governmental laws or regulations.

ARTICLE IX
ASSOCIATION POWERS

Section 9.01. Authority. The Association shall have all rights, powers, and authority specified or permitted by: (a) CCIOA; (b) any other applicable law; (c) this Declaration; and (d) the Articles and Bylaws, to the extent not inconsistent with (a), (b) or (c).

Section 9.02. Actions Against Owners. The Association may take judicial action against any Owner to enforce compliance with any provisions of this Declaration, obtain mandatory or injunctive relief, or obtain damages for noncompliance and exercise any other right or remedy for enforcement of this Declaration permitted by law. All of such rights and remedies of the Association shall be cumulative and nonexclusive.

Section 9.03. Conveyance or Encumbrance. The Association shall have the right to encumber, dedicate, or convey all or any part of the Common Area or the Association interest in Association Water or any other Association asset. However, no such encumbrance, dedication, or conveyance shall be effective unless and until a written instrument agreeing to such encumbrance, dedication, or conveyance is approved by the City of Fruita, signed by 75% of all Owners (including 75% of all Owners other than Declarant), and recorded in the Mesa County records. Such instrument may be signed in counterparts which shall together constitute a single agreement. This Section 9.03 may be amended only by approval of such amendment both in accordance with this Declaration and with the written consent of the City of Fruita.

Section 9.04. Management Agreement and Other Contracts.

- (a) The Association may utilize professional management in performing its duties. Any agreement for professional management of the Association's business or any contract providing for the services of Declarant shall have a maximum term of three (3) years and shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon thirty (30) days prior written notice.
- (b) Any contracts, licenses or leases entered into by the Association while the Declarant controls the Association shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, at any time after termination of the Declarant's control or the Association, upon thirty (30) days prior written notice.
- (c) Notwithstanding anything to the contrary contained in this Section 9.04, the Association may enter into contracts, licenses and leases in violation of this Article IX upon a waiver of any requirements contained herein by the Federal National Mortgage Association.

Section 9.05. Owner's Negligence. In the event that the need for maintenance or repair of the Common Area is caused by the willful or negligent act or omission of any Owner, or by the willful or negligent act or omission of any member of such Owner's family or by a guest or invitee of such Owner, the cost of such repair or maintenance shall be the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to and become part of the Assessment as a Special Assessment or part of a Regular Assessment to which such Owner's Lot is subject and shall become a lien against such Owner's Lot. A determination of the negligence or willful act or omission of any Owner or any member of the Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefor, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section 9.05 may be appealed by such Owner to a court of law.

- (a) No Owner shall engage in any activity which will temporarily or permanently deny free access to any part of the Common Area to all Members, nor shall any Owner place any structure or fence, except those installed by Declarant, upon the Common Area.
- (b) The use of the Common Area shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors.

ARTICLE X USE RESTRICTIONS

Section 10.01. Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Common Area and use of Association Water to the members of his or her family residing with such Owner, his or her tenants, or contract purchasers who reside on the Lot owned by that Owner.

Section 10.02. Declarant's Use. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant, its successors and assigns, or any agent, contractor, subcontractor or employee of the Declarant to maintain during the period of construction and sale upon such portion of the properties as Declarant deems necessary such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to such construction and sale, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 10.03. Use of Property. In addition to the duties stated elsewhere in this Declaration, each Owner shall have the duty and obligation to perform and comply with the following restrictions to preserve the overall value of the entire Property.

- (a) Only one (1) single family dwelling may be constructed on each Lot. Each single family dwelling may only be occupied by a single family. A "single family" is any number of persons living together as a single dwelling unit who are related by blood, marriage, or adoption, but excludes any group of more than four individuals who are not all related by blood, marriage, or adoption.

- (b) No portion of any Lot shall be used other than for residential purposes, except as expressly permitted by this subsection 10.03(b). No commercial activities of any kind shall be carried on in any portion of the Property except activities relating to the sale or rental of Lots, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on any such Lot. This subsection 10.03(b), however, shall not be construed so as to prevent or prohibit an Owner from maintaining his professional records or accounts, handling his personal or professional business or professional telephone calls, or occasionally conferring with business or professional associates on his Lot.
- (c) Maintenance, upkeep and repairs of any residence or other improvements on each Lot shall be the sole responsibility of the Owner thereof.
- (d) All utilities lines, fixtures and equipment exclusively serving a Lot (excluding, for example, utilities trunk lines) installed within the perimeter of that Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall not impair any easement or allow any condition to exist which will adversely affect the other Lots or their Owners.

Section 10.04. Household Pets. No animals, livestock, reptiles, poultry or insects, of any kind, shall be raised, bred, kept or boarded in or on the Property; provided, however, that the Owners of each Lot may keep a reasonable number of dogs, cats, fish or other domestic animals which are bona fide household pets, so long as such pet(s) are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident(s) of the Property. An Owner's right to keep household pet(s) shall be coupled with the responsibility to pay for any costs to the Association for any damages caused by such Owner's pet(s).

Section 10.05. Lots to be Maintained. The Owners shall keep, maintain, and repair their Lots and improvements on their Lots (including, for example, landscaping) in a neat, clean, cultivated, attractive, and well maintained condition, free from the accumulation of trash or debris. If any Owner fails to keep and maintain that Owner's Lot(s) or improvements in accordance with this provision, the Association may (but shall not have the obligation to) conduct such maintenance, repairs, or restoration and assess its cost as a Special Assessment to the Owner on whose Lot or improvement such maintenance or repairs were conducted.

Section 10.06. Temporary Structures, Time Limits For Construction. Except as expressly permitted by this Declaration, no structure of a temporary character, including but not limited to a house trailer, tent, shack, or outbuilding shall be placed or erected upon any Lot, and no Residence shall be occupied in any manner at any time prior to its being fully completed, nor shall any Residence when completed be in any manner occupied until made to comply with all requirements, conditions, and restrictions herein set forth; provided, however, that during the actual construction, alteration, repair or remodeling of a Residence, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work.

Section 10.07. Signs. No sign, graphic, or advertising device shall be placed on the Property except (a) one (1) sign of not more than four (4) square feet advertising a Lot for sale, and (b) political

signs in support of candidates or ballot issues limited to the ninety-day period including and immediately preceding the election date on which the candidates or issues will be voted upon. This provision shall not limit or preclude street, road, or residence identification signs or traffic control signs or devices.

Section 10.08. Antennas. Except to the extent expressly limited or prohibited by applicable federal or state law or regulation, no antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used, or maintained on any Lot outside of the residence on that Lot, except (a) a satellite dish not more than twenty-four (24) inches in diameter or completely screened from view by solid fencing complying with the requirements of this Declaration, or (b) as otherwise permitted by the Association.

Section 10.09. Yard Ornamentation. All ornamentation in yards, such as figurines, plastic flowers, colored lights, windmills, bird baths or feeders, shall either be screened from public view or approved by the Architectural Control Committee. This Section 10.09 shall not apply to seasonal holiday decorations which are promptly removed after the holiday or to the display of the flag of the United States of America on national holidays.

No clotheslines, dog runs, drying yards, service yards, wood piles or storage areas shall be so located on any Lot as to be visible from a street. Any accessory building shall be a maximum of eight (8) feet in height and shall be subject to the review and approval of the Architectural Control Committee.

Section 10.10. Vehicular Parking, Storage and Repairs.

- (a) No house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat, snowmobile, ATV, motor-driven cycle, truck (larger than one ton), self-contained motorized recreational vehicle, or other type of recreational vehicle or equipment, or accessories thereto, may be parked or stored on or within the Property unless such parking or storage is done wholly within the enclosed garage located on a Lot or is otherwise screened by a solid fence six (6) feet in height (even if the vehicle exceeds that height) which complies with Section 10.19. Any such vehicle may be parked as a temporary expedience for loading, deliveries, or emergencies. This restriction, however, shall not restrict trucks or other commercial vehicles within the Property which are necessary for construction or for the maintenance of the Common Area, Lots, or any improvements located thereon.
- (b) Except as provided in this Section 10.10, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on or within the Property. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, snowmobile, ATV, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of two (2) weeks or longer, or which does not have an operable propulsion system installed therein; provided, however, that otherwise permitted vehicles parked by Owners while on vacation or during a period of illness shall not constitute

abandoned or inoperable vehicles. In the event the Association determines that a vehicle is an abandoned or inoperable vehicle, then a written notice describing such vehicle shall be personally delivered to the owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the abandoned or inoperable vehicle is not removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the vehicle at the sole expense of the owner thereof.

- (c) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on or within the Property, unless it is done within a 24-hour time period or within completely enclosed structure(s) which screen the sight and sound of the activity from the street, from adjoining Lots and other property, and the Common Area. The foregoing restrictions shall not be deemed to prevent the washing or polishing of any motor vehicle, boat, trailer, or motor-driven cycle, together with those activities normally incident and necessary to such washing or polishing.
- (d) Each residence shall have a minimum of a two (2) car attached garage and a maximum of a three (3) car attached garage.

Section 10.11. Nuisances. No nuisance shall be permitted on or within the Property, nor any use, activity or practice which is the source of annoyance or embarrassment to, or which offends or disturbs any residents of the Property, or which interferes with the peaceful enjoyment or possession and proper use of the Property, or any portion thereof by its residents. As used herein, the term "nuisance" shall not include any activities of Declarant or its designees which are reasonably necessary to the development of and construction on the Property; provided, however, that such activities of the Declarant or its designees shall not unreasonably interfere with any Owner's use and enjoyment of his Lot or the Common Area, or with any Owner's ingress and egress to or from his Lot and a public way.

Section 10.12. Lots Not to be Subdivided. No Lot shall be subdivided, except for the purpose of combining all or portions with one or more adjoining Lots, provided that no additional building site is created thereby. Not less than one (1) entire Lot, as conveyed, shall be used as a building site.

Section 10.13. Underground Utility Lines. All electric, television, radio, and telephone line installations shall be placed underground, except that during the construction of any residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of the construction.

Section 10.14. No Hazardous Activities. No activities shall be conducted on the Property or within the improvements constructed on or within the Property which are or might be unsafe or hazardous to any person or property.

Section 10.15. No Annoying Lights, Sounds or Odors. No light shall be permitted from any Lot which is unreasonably bright or causes unreasonable glare when viewed from the street, adjacent Lots or property or Common Area. No sound shall be emitted from any Lot which is unreasonably loud or annoying and no odor shall be permitted from any Lot which is noxious or offensive to others. No

firearms, explosives, air rifles, BB guns, crossbows or similar devices shall be discharged on the Property.

Section 10.16. Garbage and Refuse Disposal. No garbage, refuse, rubbish, or cuttings shall be deposited on any street, Common Area, or Lot, unless placed in a suitable container suitably located, solely for the purpose of garbage pickup. All containers shall be removed from the street the same day and returned to their screened area. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. All trash receptacles shall be screened from view of the street, neighboring Lots and the Common Area. No elevated tanks of any kind (oil, gas, water, etc.) shall be constructed on any Lot.

Section 10.17. Leases. The term "lease" shall include any agreement for the leasing or rental of a Lot or any portion thereof, and shall specifically include, without limitation, a month-to-month rental. Any Owner shall have the right to lease his or her Lot under the following conditions:

- (a) All leases shall be in writing;
- (b) All leases and a lessee's occupancy of a Lot shall be subject in all respects to the provisions of this Declaration, the Articles, Bylaws and rules and regulations of the Association, and failure by a lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease;
- (c) No lease shall be for less than thirty (30) days;
- (d) A copy of all leases must be kept on file with the Property Manager; and
- (e) The permanent address and phone number of the Lot Owner must be kept on file with the Property Manager.

The provisions of (b) and (c) above shall be contained in each lease, but shall also be deemed to be implied terms of each such lease, whether or not actually contained in the lease.

Section 10.18. No Mineral Exploration or Development. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted or undertaken on any portion of the Property nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted on any portion of the Property. No derrick or other structure designed for exploration for oil or natural gas shall be erected, maintained, or permitted on any portion of the Property.

Section 10.19. Fences. No fencing, privacy walls or hedges exceeding three (3) feet in height shall be constructed or permitted closer to any street than the nearest point of the residence on that Lot to that street. All fences shall not exceed six (6) feet in height and be constructed of wood or, if approved by the Architectural Control Committee in its sole discretion, vinyl or plastic to maintain the aesthetic quality of the Property. Chain link, cyclone or wire type fencing will not be permitted on the Lot, unless the cyclone fence is not on a property line of the Lot and fully screened from view of adjacent properties and the street. Rear lot fencing for Lots 8 through 22 shall be no higher than four (4) feet in height and in compliance with above stated requirements.

Section 10.20. Service Area. Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage, barbeque type buildings or enclosures), nonportable or affixed outdoor furniture such as picnic tables, barbecues, hot tubs, etc., shall be reasonably screened from public and neighboring view.

Section 10.21. Climate Control. Placement of heat pump and condenser units shall provide visual screening and noise attenuation to the neighboring Lots and Common Areas. Use of solar heating systems is acceptable provided that the panels or collectors are integrated into the structure with regard to the overall appearance and design, subject to approval by the Committee. Window mounted and through the wall units are not allowed unless screened from the street, neighboring Lots and the Common Area.

Section 10.22. Landscaping. Except as otherwise provided in this Declaration, the maintenance and repair of each Lot, including but not limited to landscaping, the interior and exterior of the residence, improvements constructed thereon, and the interior of any fence on the boundary line of a Common Area and a Lot shall be the responsibility of the Owner(s) thereof. It shall be the duty and obligation of each Owner to landscape the front yard of his or her Lot within 120 days from issuance of a Certificate of Occupancy and the backyard of his or her Lot within one (1) year from the issuance of a Certificate of Occupancy. The landscaping shall include at least two (2) trees, and five (5) shrubs. For good cause shown, the Architectural Control Committee may grant a onetime, written extension to the time limits contained in this Section 24 for an additional 120 days, in its sole and absolute discretion.

All Owners are encouraged to landscape each Lot utilizing xeriscape landscaping methods and techniques to minimize water usage for landscaping purposes. Yard areas not covered by lawn or other landscaping will be covered with rock (preferably river rock) or bark mulch.

Mounding of planting beds and lawn areas will be permitted if graded so as to blend with adjacent property and/or landscaping. Special care shall be taken to insure proper surface drainage to eliminate casual water pockets, so as to not infringe on neighboring property.

In the event any Owner maintains and keeps his or her yard or home in a condition which violates any of the use restrictions in this Section 10.22, the Board of Directors of the Association shall have the power to contract with an independent third party to remedy the violation. Such right to remedy shall arise after seven (7) days written notice of the nature of the violation is given to the Owner of the Lot, and the Owner has failed to remedy the violation within the seven (7) day period. The cost of correcting the violation shall be paid as a Special Assessment and is enforceable by the Association against the Owner of the Lot in violation. This remedy shall be in addition to other remedies provided herein for enforcement of the provisions of this Declaration.

Section 10.23. Restricted Landscape & Irrigation Area. Despite the provisions of Section 10.22, all land in Lots 8 through 22 lying westerly of the "Building Setback Line" running through those Lots as depicted on the Plat Map shall be a "Restricted Landscape Area," as shown on the "Building Setback, Landscape and Irrigation Guidelines for Salt Wash Lots 8 through 22", which is attached as Attachment "A" and incorporated by this reference. Only the native grass seed mixes listed in Attachment "A" for clay or sandy soils, and the trees and shrubs on the suggested plant list in Attachment "A," may be planted in the Restricted Landscape Area. Irrigation for the grasses is limited