

HUNTCLIFF DECLARATION OF COVENANTS AND RESTRICTIONS

ARTICLE V

Section 1. Review by Surety of Original Construction, Architectural Changes or Structural Additions

(a) No house, garage, carport, playhouse, outbuilding, fence, wall or other above-ground structure shall be commenced, erected or maintained upon any property subject to this Declaration, nor shall any exterior addition to, change in or alteration of any of said structures be made until complete final plans and specifications showing the nature, kind, shape, height, materials, basic exterior finishes and colors, location and floor plan thereof, and showing front, side and rear elevations thereof and the name of the builder, have been submitted to and approved by Surety, its agents, successors or assigns, as to harmony of exterior design and general quality with the existing standards of the neighborhood and as to location in relation to surrounding structures and topography.

(b) If Surety fails to approve or disapprove such plans and specifications within thirty (30) days after same have been submitted to it, Surety shall be deemed to have approved said plans and specifications.

(c) Surety may, at any time and from time to time, delegate or assign to the Association or any other person, in whole or in part, its right and authority granted by this Section and by Section 2 and Section 4(b) of this Article. Any right or authority so delegated or assigned to the Association may be exercised as the Board of Directors of the Association may determine.

Section 2. Approval of Builders

Any builder of any home upon any property subject to this Declaration, must, before beginning construction of each such home, be approved by Surety as to financial stability, building experience, and ability to build houses or other structures of the class and type of those which are to be built on the property subject and to be subject to this Declaration. No person shall be approved as a builder by Surety unless such person obtains his income primarily from construction of residences. No lot owner will be permitted to act as his own builder or contractor except where such owner obtains his income primarily from the construction of residences and otherwise meets the qualifications for approval by Surety as hereinabove set forth. Upon request by the owner of any lot, Surety shall furnish said owner a list of not less than ten (10) approved builders which list shall be binding on Surety for a period of one year from the date said list is furnished.

Section 3. House Requirements

(a) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of one-story or split-level dwellings shall cover a ground area of not less than 2,000 square feet.

(b) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of all story-and-a-half dwelling shall cover a ground area of not less than 1,700 square feet. All story-and-a-half dwellings shall have a minimum of 2,500 square feet of floor space in enclosed, heated living areas, except that if the ground area covered is at least 2,000 square feet, the requirement of the 2,500 square feet of total living area shall not apply.

(c) The enclosed, heated living area (exclusive of garages, carports, porches, terraces, bulk-storage and basement) of all two-story dwellings shall cover a ground area of not less than 1,300 square feet. All two-story dwellings shall have a minimum of 2,600 square feet of floor space in enclosed, heated living areas, except that if the ground area covered is at least 2,000 square feet, the requirement of 2,600 square feet of total living area shall not apply.

Section 4. Building Location

(a) No house, or any portion thereof, shall be erected closer to the front or rear of any lot than the building set-back lines shown on the recorded plat.

(b) No house, or any portion thereof, garage, carport, playhouse, outbuilding or other appurtenant structure shall be erected closer than twenty-five (25) feet from the boundary line of any adjoining lot unless special written permission is granted by Surety, its agents, successors or assigns.

Section 5. General Requirements

(a) Before any house may be occupied it must be completely finished on the exterior; all of the yard which is visible from any street must be planted with grass or have other suitable ground cover and the driveway must be paved.

(b) Containers for garbage or other refuse shall be underground or in screened sanitary enclosures and shall be maintained under sanitary conditions. Incinerators for garbage, trash or other refuse shall not be used.

(c) Outside clothes lines will not be permitted.

(d) Mailboxes of a type consistent with the character of the subdivision shall be well selected, placed and maintained to complement the house and the neighborhood.

(e) No sign shall be erected or maintained on any lot, except one professionally lettered builder or realtor sign or sign of the owner advertising the home and lot for sale or rent. Such sign shall not be more than 24 x 36 inches in size.

(f) No house trailer or mobile home shall be permitted on any lot at any time except for construction purposes during the construction period of houses or as a temporary real estate sales office for the sale of lots. No attic, shack, garage, outbuilding or other appurtenant structure shall be used for residential purposes, except that servants' quarters may be provided as a part of or accessory

to a main residence, provided that such quarters conform to the main residence in exterior design and quality.

(g) The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken in the front yard of any lot, or in any driveway, garage or carport or other place where such condition is visible from any street.

(h) No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for purposes of construction on such lot and shall not be stored on such lot for longer than that length of time reasonably necessary for the construction in which same is to be used.

(i) No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance.

(j) No house, garage, carport, playhouse, outbuilding, fence, wall or any other above-ground structure or shrubs, flowers or other vegetation which obstruct horizontal sight lines at elevation between two and six feet above the street shall be erected, placed, planted or permitted to remain on any portion of any corner lot within any triangular area formed by the common boundaries of such lot and the right of way and a line connecting said common boundaries at points on each of said common boundaries thirty feet from the points of the intersection of said boundaries. In the case of any rounded lot corner, the thirty feet shall be measured from the point formed by the common boundaries as extended. The same sight line limitations shall apply to that area of every lot within a ten-foot radius emanating from the intersection of any boundary line of any lot with the edge of a driveway pavement. Trees may be planted and maintained within any of such areas if the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

(k) Except with the written permission of the Board of Directors of the Association: no stable, poultry house or yard, rabbit hutch or other similar yard or structure shall be constructed or allowed to remain on any lot; no animal or bird except one of a kind which is customarily kept as a domestic pet shall be kept in any house or on any lot and no more than two domestic pets maybe kept in any house or on any lot.

(l) Noxious or offensive activities shall not be carried on upon any lot; no house or other structure shall be used for office or business purposes; and residents shall refrain from any act or use of their property which could reasonably cause embarrassment, discomfort, or annoyance to owners and residents of other property made subject to this Declaration.

(m) No carport or garage shall have an entrance which is visible from any street, except with the written permission of the Board of Directors of the Association.

Section 6. Maintenance of Lots

(a) The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.

(b) Upon the failure of any owner to maintain his lot (whether vacant or occupied) in a neat and attractive condition, the Board of Directors of the Association, its designated committee, or the authorized agents or employees of the Board or its designated committee, may, after ten days notice to such owner, enter upon such lot and have the grass, weeds and other vegetation cut when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom.

(c) Such owner shall be personally liable to the Association for the cost of any cutting, clearing and maintenance described in subparagraph (b) of this Section determined by the Board of Directors, or its designated committee, to be necessary, and the liability for the amounts expended for such cutting, clearing and maintenance shall be a permanent charge upon and lien upon such lot, enforceable by the Association by any appropriate proceeding in law or in equity. All costs incurred by the Association on behalf of such owner shall be reasonable.

(d) Although notice given as hereinabove provided shall be sufficient to give the Board of Directors, or its designated committee, or the authorized agents or employees of the Board or its designated committee, the right to enter upon such lot and perform the work required, entry for the purpose of performing the work required shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday

Section 7. Zoning Regulations

Zoning restrictions applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provision shall apply.