THE

VILLA'S

AT

SUNRISE CREEK

MONTROSE CO

5-11-19

RULES AND REGULATIONS



Table of Content.....**Page**

General Rules and Regulation 1
Use Restrictions 1
Signs.....1

Design Guidelines

Introduction to the ARC Design Guidelines.....1
Purpose of the Architectural Guidelines.....1
Architectural Review Committee (ARC).....2
No Waiver of Future Proposals.....3
Variance.....3
Compliance with Guidelines.....3
Basic Design Criteria for Design Proposals.....3-4
Placement of Improvements and Setback Lines.....5
ARC Review Process for New Construction.....6
Appeal Process.....7
Changes During Construction.....7
Enforcement of ARC Design Guidelines.....7
ARC Final Inspection.....7
General Conditions, Requirements and Restrictions.....7
Amendments to the ARC Design Guidelines.....8
Specific Objectives of ARC Design Guidelines.....9
Architectural Requirements and Design Guidelines.....9
Maintenance.....10
No Liability.....10
Laws and Ordinances.....10
Parking.....11
Prohibited Vehicles.....12
Occupants Bound.....12
Animals and Pets.....12
Occupants' Enjoyment of the Properties.....12
Unsightly or Unkempt Conditions.....13
Satellite Dishes and Antennas.....13

Garbage Cans, Storage Tanks, Etc.....13
Subdivision of Lot and Time-Sharing.....13
Firearms, Bows and Arrows.....14
Private Pools.....14
RVs, Tents, Mobile Homes and Temporary Storage.....14
Drainage.....14
Tree Removal.....14
Sight Distance and Intersections.....14
Lighting.....15
Energy Conservation Equipment.....15
Business Use.....15
Leasing of Lots or Dwellings.....15
Short Term Rentals 15
Laws and Ordinances.....16
Doors and Windows.....16
Utility Line.....16
Mowing Unimproved Home Sites.....16
Clotheslines.....16
Speed Limit within The Villa's at Sunrise Creek.....16

General Rules and Regulations

All homes, garages, and accessory structures require pre-approval from the ARC (**A**rchitectural **R**eview **C**ommittee). The following guidelines will help you with that process.

No structure shall be placed, erected or installed upon any Lot without ARC approval. No construction, staking, clearing, excavation, grading or other site work including exterior alteration of existing improvements without ARC approval.

Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation Lot Owners' home offices used for working from home or offices for any property manager retained by the Association or business or sales offices for the Developer/Builders).

DESIGN GUIDELINES

Introduction to the ARC Design Guidelines

To help expedite the review and approval process, owners and contractors are encouraged to familiarize themselves with all the design guidelines and requirements before presenting their submission package. ARC members can be contacted if you have any questions.

These Design Guidelines are administered by the ARC, become effective as of the date of these Rules and Regulations and supersede all previously issued guidelines. They will serve as a guide in completing new home construction and alterations to existing home projects in The Villa's at Sunrise Creek.

Purpose of the ARC Design Guidelines

The purpose of these Guidelines is to ensure harmonious residential design, and to protect and enhance property values. They extend to such matters as building size, height, color, building materials, landscaping, fencing, detached garages, storage sheds, building maintenance and design guide violations. Preserving the natural beauty of The Villa's at Sunrise Creek is the prime priority of this document.

The purpose of the ARC is to evaluate each proposed design for appropriateness and compliance with the Design Guidelines. The Design Guidelines are not intended to be all-inclusive or exclusive, but rather serve as a guide to what is permissible. Each lot and home design for that lot will be considered individually. The ARC has the responsibility to review all new home designs and any exterior alterations to existing homes and to make recommendations to the Villa at Sunrise Creek board to approve or disapprove the plans.









Architectural Review Committee (ARC)

The ARC shall consist of three (3) or more volunteers from the Association membership who are appointed by the Executive Board and may be removed at the Executive Board's discretion. The members of the ARC may include registered licensed Architects and Engineers who are not members of the Association and/or other hired consultants on a as needed basis.

The ARC will prepare and promote design and development guidelines governing new construction and alterations to existing structures within the Villas at Sunrise Creek. This includes application and review procedures to be followed in submitting an application for approval. The ARC shall have sole and full authority to modify and to amend the Design Guidelines from time to time without the consent of any homeowner or member.

Nothing contained herein shall be construed to limit the right of a homeowner to remodel the interior of his or her home, or to paint the interior of said home any color desired, provided however, modifications or alterations to the interior of screened porches, patios and similar portions of a home visible from outside the home shall be subject to approval.

No Wavier of Future Proposals

The approval of the ARC of any proposal, design, drawing for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals.

Variance

The ARC may authorize deviations from compliance with any of its design guidelines when unique circumstances dictate, such as topography, natural obstructions, hardship or aesthetic or environmental considerations require, but only in accordance with the general purpose and intent. Variances may, when unique circumstances exist be approved by the ARC, but no variance shall be:

(a) Effective unless in writing.

(b) Contrary to the general intent set in the body of these guidelines.

(c) A law binding the ARC from denying a variance in other circumstances.

For purpose of this Section, the inability to obtain approval of any governmental agency, the issuances of a permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Compliance with Guidelines

Any homeowner and contractor, subcontractor, agent or other invitee of a homeowner who fails to comply with the terms and provisions of the Design Guidelines shall be issued an onsite verbal notice to stop all work and a written stop work order. No work shall be allowed until such violation is resolved. If required, an onsite meeting or a special meeting with the ARC and the Executive Board shall be held within seventy-two (72) hours of issuing the stop work order.

Basic Design Criteria for Design Proposals

- Validity of Concept - The basic idea must be sound, architecturally consistent and appropriate to the surroundings. The following photos show the general intent in style of what we are looking for.









- Design Compatibility - The proposed improvement must be compatible with the architectural characteristics of the applicant's house, and adjacent houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.
- Location and Impact on Neighbors - The proposal should relate favorably to the existing neighborhood, the existing structure and landscape. When a proposed alteration has a possible impact on adjacent property, it is suggested that the applicant discuss the proposal with neighbors prior to making an application to the ARC. It may be appropriate in some cases to submit neighbor comments along with the ARC application.
- Scale - The size of the proposed structure or alteration should relate well to adjacent structures and its surroundings.



- Color - Color may be used to enhance the visual impact. Parts of the building or addition that are similar to the existing house such as roofs, siding and its trim should be complimentary and harmonious.
    - Use of colors other than earth tones are encouraged. Color use however should be harmonious, and complimentary to the design style of the home and neighborhood.
- Roof lines should be broken by dormers, cascading roof lines, or accessory roofs so as to add interest to the overall design.
- Overall design will be evaluated in keeping with traditional bungalow, cottage, and craftsman style homes in that emphasis will be placed upon the simple elegance created by harmony of materials and color, balance, scale, and overall composition of all elements working together.

- Materials - Continuity is established by the use of the same or compatible materials as used in the original house. The options may be limited somewhat by the design and materials of the original house. For instance, horizontal siding on the original house should be reflected in an addition. On the other hand, an addition with siding may be compatible with a brick house.
    - Workmanship - Workmanship is another standard that is applied to all new construction, additions and alterations. The quality of work should be equal to or better than that of the community. Poor practices, besides causing the owner problems, can be visually objectionable to others. Poor workmanship can also create safety hazards.
- Timing -All projects are to be completed within twelve (12) month. The twelve months may be extended by the ARC with the payment of an extension fee and an approved time table.
- Impact - Impact on common areas will be minimized. Any activity that occurs on common areas and causes damage must be returned to its original condition and be approved by the ARC.

Placement of Improvements and Setback Lines

- The setback lines for each Lot shall be those shown on the recorded Plat of the Planned Community, or if none, the following building setback lines shall apply to each Lot:

Lot Type	Front	Side	Side Street	Rear
All Lots	23.5ft	3ft	15 ft	5ft

- The Committee shall approve the maximum Building height, but in no case shall the Committee approve the height of a Building that exceeds 35 feet.
- Variances of the setback lines and maximum building height listed above or as depicted on the recorded plats may be approved at the discretion of the Association and the City of Montrose.

ARC Review Process for New Construction

This section shall apply to all construction at the Villas at Sunrise Creek. The ARC at the Villas at Sunrise Creek must review all design proposals for new residential construction. The ARC design review comments and recommendation of approval or disapproval may be appealed to the Executive Board.

(a) Step # 1 - Design Proposal Submission – sketch plan

Prior to any construction, the homeowners are encouraged to submit a sketch plan or a rough drawing to the ARC to get early feedback on the conceptual design. This will help to minimize design cost and promote better communication between the ARC and the owner/builder. This sketch plan submittal is an informal but required process.

(b) Step # 2 - Design Proposal Submission

Prior to any construction, contractors and homeowners will submit two copies of plans and specification to the ARC for review. The design proposal shall also include a check for $1500 payable to The Association as a deposit to be held until the ARC conducts a final exterior inspection of building and lot and adjoining lots. The deposit will be returned upon completion of ARC inspection, the building is accepted for occupancy by local Building Officials, and all landscaping is completed.

The Design Proposal Submission Package shall comprise the following:

- A $1,500.00 check for deposit into an escrow account.
- Site plan and landscaping plan showing location of building/addition on lot and showing the extent of setbacks from lot property lines, proposed grading and drainage, utility locations, clearing of trees, locations of driveways, decks, detached garages, fencing, swimming pools, sprinkler systems, etc.
- Building floor plans showing dimensions of structure.
- Typical building wall section.
- Drawing set should include the following information: height of structure, roof pitch and typical exterior proposed facade materials (brick, siding, roofing, trim).
- Four (4) building elevations.
- Material and Color Board showing proposed colors of exterior facade building materials.
- Copy of approved local Building Permit.
- A complete digital copy of all the above.

Upon receipt of a complete Design Proposal Submission Package, the ARC will present a recommendation within thirty days. The contractor or homeowner will be notified of the Executive Board's decision by e-mail with a follow-up letter of approval signed by the President of the Association's Executive Board.

Appeal Process

A contractor or homeowner must give written notice of appeal to the President of the Association within fifteen (15) days following receipt of the ARC's decision. The Executive Board will hear/review the written appeal and any additional or modified information of the original Design Proposal Submission and make a ruling. The Executive Board may affirm, negate or modify a decision made previously with the ARC. The owner will be notified of the decision at a meeting, and by mail sent return receipt requested.

Changes During Construction

The ARC must review any changes made during construction to the exterior of all new construction, alterations, additions or modifications. The ARC shall provide the contractor or homeowner with a decision within seventy-two (72) hours after notification or during an enforcement inspection by the ARC.

Enforcement of ARC Design Guidelines

The Association's ARC Design Guidelines, the review process and inspections have been developed to preserve community resources,and enhance safety and property values. To maintain these goals, any unauthorized construction will not be tolerated. If necessary, a Stop Work Order will be issued to the contractor or homeowner. This Stop Work Order will remain in effect until the violation is remedied. Members of the Association are encouraged to notify the ARC and Executive Board of any activity that violates the ARC Design Guidelines

ARC Final Inspection

To confirm plan compliance, the ARC will conduct a final inspection to take place following completion of all planned community construction. The ARC will conduct the inspection within forty-eight (48) hours of request by homeowner or contractor.

General Conditions, Requirements and Restrictions

During the construction period, certain general conditions should be maintained, requirements met and restrictions followed. They are listed below.

- Once a design proposal has been approved, it is the responsibility of the homeowner or contractor to complete the new structure, alteration or improvement as described in the application. It is also the applicant's responsibility to follow those procedures specified by the ARC and Executive Board and any other applicable requirements specified in these Guidelines.
- All construction on a property must be completed within a twelve (12) month period. The time starts upon issuance of a building permit. The ARC and Executive Board will consider any changes or additions requiring additional time after submission of a written request with revised completion time. Requests must be made no later than one (1) month prior to the original scheduled completion date.
- Buildings must be constructed according to the current building code adopted by the City of Montrose. All construction must comply with Federal, State and local laws, codes and ordinances. Approved permits must be posted on the building site. A copy of the permits must be submitted to the ARC prior to beginning construction.

- General working hours will be from 7:00 a.m. to 6:00 p.m. Monday- Saturday. No Sunday work hours will be permitted unless approved by the ARC. Requests to work on Sundays must be made forty-eight (48) hours in advance.
- The conduct of workers is the ultimate responsibility of the contractor and homeowners. Loud vehicles, radios or other items not directly related to construction can be disturbing to others and will not be tolerated. The standard speed limit within the community shall be twenty (20) miles per hour.
- No construction dogs allowed. No Construction workers, subcontractors, or employees shall be allowed to bring pets of any kind to the construction site. The property owner shall be responsible for any violation of this rule.
- Construction vehicles shall not be parked in any area other than on the building site. Street parking shall be kept to a minimum and shall not obstruct general traffic flow.
- Adequate outside portable toilet facilities, trash receptacles and dumpsters for construction rubble must be provided for workers during construction. Portable toilet facilities are to be placed on the backside of the construction site. If a contractor has two (2) or more sites in close proximity, only one portable toilet facility shall be required, provided it is adequate for amount of usage.
- Contractors and homeowners are responsible for any construction damage done to existing roadways and neighboring lots and/or open space and shall make repairs at their expense.
- A proper storm-water run-off plan that complies with the U.S. Clean Water Act will be the responsibility of the contractor and homeowner. Any damage from drainage that may occur from one lot to other lots or common areas, because of a change in natural conditions, will be the responsibility of the contractor and homeowner of the lot that caused the unnatural drainage flow. Approval of a drainage plan by the ARC and Executive Board does not make them liable or responsible to the homeowner or others with respect to the adequacy of the engineering or otherwise, but merely implies compliance with the intent of these Design Guidelines.
- Contractors and homeowners shall take measures, such as silt fencing, straw bales, straw and matting as required to prevent the erosion and washing away of earth into roadways, drainage ways, drainage outfalls, creeks and rivers during construction.
- Contractors may post builder identification signs on the lots during the construction phase. Signs may be left on a lot for thirty (30) days after completion of construction, with the homeowner's approval.
- The ARC and the Executive Board may observe all work in progress and give notice of non-compliance, if found. Absence of such inspection and notification during the construction period does not constitute either approval by the ARC or the Executive Board of work in progress or compliance with the Design Guidelines.

Amendments to the ARC Design Guidelines

These Guidelines may be amended to provide clarification, or to reflect changed conditions or technology. The ARC will conduct a periodic evaluation of the Guidelines to determine if amendments are required.

The Villa's at Sunrise Creek Homeowner Association members may submit, to the ARC, written requests for changes to the Guidelines. Amendments will require final adoption by the Executive Board.

Specific Objectives of ARC Design Guidelines

- To provide uniform guidelines to be used by the ARC in reviewing applications.
- To assist homeowners and contractors in preparing an acceptable application to the ARC.
- To increase homeowners' and contractors' awareness and understanding of the guidelines and requirements.
- To describe the organization and procedures involved with the architectural standards established in the Design Guidelines.
- To illustrate basic design principles, which will aid homeowners and contractors in developing new construction, alterations, additions and improvements that are in harmony with the immediate neighborhood and community as a whole.

The Villa's at Sunrise Creek Residential Properties

Architectural Requirements and Design Guidelines

Only homes that have been designed and approved for the Villas at Sunrise Creek shall be authorized for construction on lots in The Villa's at Sunrise Creek. Overall design style shall be cottage/bungalow.

- Only one living unit per home site is permissible unless approved by the ARC and City of Montrose.
- Single-family homes built shall be a minimum of 1,500 square feet of heated, enclosed living space, with a required two-car garage. Garages, attics, porches, patios and decks are not considered heated, enclosed living spaces.
- Primary required roof pitches shall be of no less than 6: 12 and secondary required roof pitch shall be 4:12. Cascading roof lines are encouraged.
- The standard roof shall have 30-year architectural shingles or better.
- Decorative ornamentation on roofs, such as weather vanes, cupolas, or scalloped eves shall not be authorized without ARC approval.
- Foundations shall not be left exposed. Masonry shall be carried to grade and siding shall be carried to within 6" of grade.
- The primary exterior cladding materials shall be limited to brick, stucco, or masonite such as LP SmartSide. Rough cut timber or siding shall be discouraged. Cladding options shall not include concrete masonry units (whether split face or smooth) or plywood or board and batten over plywood or manufactured plywood such as T-111 siding. No vinyl siding shall be allowed without prior written ARC approval. These requirements are not to disallow or discourage any future or new product that may be acceptable to the ARC. The applicant is encouraged to present any new or creative siding ideas to the ARC in the sketch plan phase of the approval process.
- All driveways and walkways shall be constructed of concrete, concrete pavers, or similar materials. The ARC, prior to construction must approve any other substance. No asphalt or gravel driveways will be approved.
- Gutters and downspouts are required. The color of the gutters and downspouts shall match fascia trim.
- No modular or panelized homes shall be permitted without approval.

- Materials used and construction techniques employed shall be consistent with and in compliance with local codes and traditions.
- Hot tubs are not permitted on the exterior of the building unless they are enclosed in a screened porch or behind a privacy fence. The privacy fence must match the house siding.
- All HVAC units shall be placed alongside the home and screened from view.
- No window air conditioners on the front of the house will be permitted. When a new central forced air HVAC system cannot be installed, or an existing HVAC system cannot be modified to provide supplemental spot heating or cooling of existing space, a wall-mounted, ductless split- system air conditioner or heat pump can be used in lieu of a conventional window-mounted air conditioning unit. Examples of areas where split systems could be utilized are room additions, sunrooms, rooms over existing garages, and workshops or garages that are independent from the main residence.
- Use of colors other than earth tones are encouraged. Color use however should be harmonious, and complimentary to the design style of the home and neighborhood.
- Roof lines should be broken by dormers, cascading roof lines, or accessory roofs so as to add interest to the overall design.
- Overall design will be evaluated in keeping with traditional bungalow, cottage, and craftsman style homes in that emphasis will be placed upon the simple elegance created by harmony of materials and color, balance, scale, and overall composition of all elements working together.

Maintenance

It shall be the responsibility of each homeowner to prevent the development of any unclean, unsightly or unkempt condition to his or her lot or home. This shall include but not be limited to landscaping and grass, painting of doors, windows shutters, siding, trim, shutters and fencing. Damaged doors, windows garage doors, shutters, roof shingles, siding and trim, and fencing shall be repaired or replaced with similarly like design, material and color. Exterior lighting and pole lamps shall be kept in working order, cleaned and painted if needed. Owners of unimproved lots shall keep the grass mowed. Height of grass shall not exceed nine (9) inches.

No Liability

Review and approval of any application and proposal (design drawings and specifications) pursuant to the Design Guidelines in this document is made on the basis of aesthetic considerations only, and the ARC and Executive Board shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with all federal, state and local building codes.

Neither the Association, Executive Board and ARC, any committee, nor member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any home or lot.

Laws and Ordinances

Every owner, contractor, sub-contractor, agent or invitee shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the properties. Any violation thereof may be considered a violation of these Guidelines, provided the Executive Board or an owner/lessee may take action to enforce such laws, statutes, ordinances and rules.

Signs

A single "for sale" or "for lease" sign shall be permitted on any Lot being offered for sale or for lease, provided it does not exceed six (6) square feet. One sign per home site, no greater than six (6) square feet, specifying the general contractor actually constructing the dwelling on such Lot will be allowed.

Parking

Parking in the streets can create unsafe conditions by making passage difficult for large emergency vehicles. Some of these rules are aimed at minimizing this condition. Any vehicle parked in violation of this Section or parking rules promulgated by the Executive Board may be towed at the Owner's expense. If a vehicle is removed, the Association is not responsible for the action of the company removing said vehicle.

- No vehicle or other possession(s) belonging to an Owner or to an Owner's family member, guest, invitee or tenant shall be positioned in such a manner as to block another Owner's driveway.
- Park in driveway or garage whenever possible, so as to maintain clear roadways.
- Notwithstanding the foregoing, service and delivery vehicles may be parked in the Community during daylight hours for such periods of time as is reasonably necessary to provide service or make a delivery to a Lot or the common areas.
- Visitors may park on the street for the duration of their visit provided that all vehicles are removed from the street no later than 10:00 PM the date of the visit. Parking on the street shall be done in such a manner as not to prevent other vehicles from using the roadway. Permanent occupants are responsible for ensuring their visitors comply with these rules.
- No campers, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles, equipment, implements or accessories may be parked on any roadway.
- Campers, boats, boat trailers, recreational vehicles and other types of non-passenger vehicles may be kept on driveway of Lot for 72 hours per a 7-day period unless they are fully enclosed within the garage, or unless specific permission has been obtained from the Executive Board.
- Commercial vehicles bearing commercial insignia or names must be parked in the garage or the commercial insignia must be removed or covered so that it is not visible from the street. Service vehicles that are parked to service the home are permitted for a period of 24 hours.
- No vehicles, trailers, implements or apparatus may be parked in any Common Area orany private property not intended for vehicular access or on any easement unless in use for maintaining the Common Areas or private property.
- No vehicle may be parked on any roadway between the hours of 1:00 AM and 5:00 AM. Vehicles parked in violation of these restrictions may be towed at the sole expense of the vehicle's record owner. The Association shall be held harmless with respect to all such towing expenses.
- No major dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard or street in this subdivision.

Prohibited Vehicles

Stored vehicles which are either obviously inoperable or do not have current operating licenses, license plates or permits, shall not be permitted on the Properties except within enclosed garages.

Vehicles that become inoperable while on the Properties must be removed within seventy-two (72) hours thereof. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for seven (7) consecutive days without the prior approval of the Executive Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours for such period of times as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Areas. Any vehicle parked in violation of this Section or parking rules promulgated by the Executive Board may be towed in accordance with the Bylaws or Rules and Regulations adopted by the Executive Board.

Occupants Bound

All provisions of the Declaration, Bylaws, any applicable Supplemental and Amended and Restated Declaration, and rules and regulations promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, residents, tenants, guests and invitees (collectively "occupants") of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, any applicable Supplemental and Amended and Restated Declaration, and all rules and regulations of the Association. Every Owner shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto.

Animals and Pets

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets may be permitted on a Lot. No more than three pets per household shall be allowed. No pets shall be kept, bred or maintained for any commercial purpose.

All pet animals must be secured by a leash or lead and under the control of a responsible person and obedient to that person's command at any time they are permitted outside a residence on the Lot property or Common Area. Each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees and to the Association, for any and all damage to person or property caused by any such pet brought upon or kept on the Properties by such Owner or by his family, guests, permittees, or invitees.

Each Owner keeping pets on his or her Lot will comply with all requirements of law applicable to such animal. The Executive Board shall have the power to adopt, publish, amend and enforce rules and regulations governing the keeping of pets by members of the Association and their families and guests and to establish penalties for the infraction thereof, to the extent such rules and regulations do not conflict with this provision

Occupants' Enjoyment of the Properties

No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on or upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or devices or things of any sort whose activities or in existence in any way is noxious, dangerous, illegal, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of trash, garbage or household refuse shall be permitted within the Properties. No speakers, horn, whistle, bell or other sound devices, except alarm devices used exclusively for security purposes, shall be installed or operated on any Lot.

Unsightly or Unkempt Conditions

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition to his or her Lot, such as toys and sports equipment of any kind left unattended in the front yard. 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 on any part of the Properties. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within twelve (12) hours. See also Section 3.1.6, "Maintenance."

Satellite Dishes and Antennas

Except as otherwise provided by law, including the Federal Telecommunications Act of 1996 and the rules promulgated by the Federal Communications Commission pursuant thereto, no satellite dishes or antennas shall be allowed on any Lot property unless approved by the ARC. The ARC will not approve any satellite dish that is attached to the front roof or front wall of any home. The ARC may not approve any satellite dish that exceeds twenty-four (24) inches in diameter. The ARC will require, as a condition to any approval, that the satellite dish be located (or screened) so as not to be conspicuously visible from adjoining properties or from any street or road right-of-way. Approved satellite dishes should also be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted. If possible, the satellite dish should be placed in the alley or an area on the house that cannot be seen from any street or sidewalk.

Garbage Cans, Storage Tanks, Etc.

All garbage cans, mechanical equipment, woodpiles, yard equipment storage containers and other similar items on Lots shall be located adjacent to the residence. All rubbish, trash and garbage shall be stored in appropriate containers and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon. In preparation for trash pickup by the City, trashcans and recycle bin may be put out on the evening before the day of pickup and removed by the following day after pickup. Trashcans and recycle bins should be put at the end of the driveway and not in the street, yet there shall be no storage of trash can at the end of the driveway.

Subdivision of Lot and Time-Sharing

No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Executive Board of the Association. The Executive Board, however, hereby expressly reserves the right to repeat or re-subdivide any Lot or Lots owned by the Association/Developer. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

Firearms, Bows and Arrows

The discharge of firearms and bows and arrows within the Properties is prohibited. The term "firearms" includes "BB" guns, pellet guns, paint guns and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

Private Pools

No above ground swimming pool shall be erected, constructed or installed on any Lot. Jacuzzis, whirlpools, or spas approved shall not be considered an above ground pool for the purposes of this Section. If any Owner/Lessee disregards this Section and allows an above ground pool to be erected, constructed or installed on his/her Lot and he/she is notified that having the above-ground pool is a violation of this Section of the Rules and Regulations, the Owner/Lessee will have thirty (30) days to remove said pool or be subject to a fine of $50.00 per day until said pool is permanently removed from his/her Lot.

RVs, Tents, Mobile Homes and Temporary Storage

Except as may be permitted by the Executive Board or the ARC during initial construction with the Properties, no RV, mobile home, storage shed, tent, shack, or other structure of a temporary nature shall be placed upon a Lot or any part of the Properties. The foregoing prohibition shall not restrict the construction or installation of a single utility or similar outbuilding to be permanently located on a Lot, provided it receives the prior approval of the ARC.

Drainage

Catch basins and drainage areas are for the purpose of natural flow of water only. No person other than the Executive Board may obstruct or re-channel the drainage flows after installation of drainage swales, storm sewers, or storm drains. The Executive Board hereby reserves location and for itself and the Association a perpetual easement across the properties for the purpose of altering drainage and water flow. No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, stream, pond or lake within the Properties.

Tree Removal

No trees shall be removed, except (1) diseased or dead trees, (2) trees needing to be removed to promote the growth of other trees or for safety reasons or (3) their removal is required to allow construction of homes, unless approved by the ARC. In the event of an intentional or unintentional violation of this Section, the violator may be required, by the committee having jurisdiction, to replace the removed tree with one (1) or more comparable trees of such size and number, at the sole expense of the violator, and in such locations, as such the ARC may determine necessary, in its sole discretion, to mitigate the damage.

Sight Distance at Intersections

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Lighting

Except for traditional holiday decorative lights, which may be displayed for one (1) month prior to and one (1) month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights must be approved. The rights of Owners to display lighting as provided for herein shall not be abridged, except that the Executive Board may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to other Owners and occupants.

Energy Conservation Equipment

Solar energy collector panels or attendant hardware or other energy conservation equipment may be constructed or installed on any Lot as long as it is an integral and harmonious part of the architectural design of a structure, as determined by the ARC. No windmills, wind generators or other apparatus of generating power from the wind shall be erected or installed on any Lot without ARC approval and state and local permits.

Business Use

No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may, as determined and approved in the sole discretion of the Executive Board, conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation to the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods and services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

Notwithstanding the above, the leasing of a Lot or dwelling shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Executive Board or conducted by a builder with approval of the Executive Board, with respect to its development and sale of the Properties or its use of any lots, which it owns within the Properties.

Leasing of Lots or Dwellings

"Leasing" is defined as regular, exclusive occupancy of a Lot or dwelling by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including but not limited to a fee, service, gratuity or emolument.

Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws, any applicable Supplemental and Amended and Restated Declaration, and the rules and regulations adopted pursuant to the foregoing, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and the rules and regulations adopted pursuant to the foregoing.

Short Term Rentals

No home or room or suite within a home shall be leased for a period of time less than thirty (30) days without written ARC approval.

Laws and Ordinances

Every Owner and occupant of any Lot, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties. Any violation thereof may be considered a violation of this Declaration, provided the Executive Board or an Owner/Lessee may take action to enforce such laws, statutes, ordinances and rules.

Doors and Windows

No "burglar bars,' steel or wrought iron bars, or similar fixtures, whether designed for decorative, security or other purposes, shall be installed on the exterior of any windows or doors of any dwelling. No signs, numerals or other writing shall be written on or placed on the doors or windows of any dwelling, either temporarily or permanently, except that the Executive Board may, at its discretion, permit house numbers to be written temporarily on a single window of a dwelling while occupants are moving in, provided such numbers are removed within seventy-two (72) hours after the occupants have taken occupancy. Sheets or similar temporary window treatments may be used at any time.

Utility Line

No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Mowing Unimproved Home Sites

The Association will expect Lot Owners to mow each unimproved home site they own when the grass reaches a height of about nine (9) inches.

Clotheslines

No clotheslines shall be erected or installed on the exterior portion of any Lot, and no clothing, linens or other material shall be aired or dried on the exterior portion of any Lot.

Speed Limit within The Villa's at Sunrise Creek

In an attempt to protect residents, their children, pets and guests, the posted speed limit throughout the community, has been reduced to 20 miles per hour.