

assessment period. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

**Section 7, Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum. The Secretary-Treasurer of the said Association shall file in the office of the County Clerk of the county in which said Property is located, a statement of the amount of any such charges or assessment, together with interest as aforesaid, which have become delinquent with respect to any Lot, and, upon payment in full thereof, shall execute and file a proper release of the lien securing the same. The aggregate amount of such assessment, together with interest, costs, and expenses and a reasonable attorney's fee for the filing and enforcement thereof, shall constitute a lien on the Lot with respect to which it is fixed from the date the notice of delinquency thereof is filed in the office of the County Clerk, until the same has been paid or released as herein provided. Such lien may be enforced by said Association in the manner provided by law with respect to liens upon real property. The Owner of a Lot at the time said assessment is levied shall be personally liable for the expenses, costs and disbursements, including reasonable attorney's fees of the Declarant or the Association, as the case may be, of processing and if necessary, enforcing such liens, all of which expense, costs and disbursements and attorney's fees shall be secured by said lien, including fees on appeal, and such Owner at the time such assessment is levied, shall also be liable for any deficiency remaining unpaid after any foreclosure sale.

**Section 8, Exempt Property.** The following Property subject to this Declaration shall be exempt from the assessments created herein: (a) all rights-of-way, and (b) property owned by the Declarant prior to the time a Living Unit or other building is constructed thereon and occupied

#### ARTICLE VII SPECIFIC PROPERTY USE RESTRICTIONS

**Section 1, Signs.** Unless written approval is first obtained from the Architectural Review Committee, no sign of any kind shall be displayed to public view on any building or building site on the Property except one professional sign of not more than five square feet of surface advertising the Property for sale or rent, or signs used by the developer to advertise the Property during the construction and sales period including an entry sign(s) permanently placed at the entrance by the Declarant. If a Property is sold or rented, any sign relating thereto shall be removed immediately, except that the Owners or their agent may post a "Sold" sign for a reasonable period following a sale.

**Section 2, Animals.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any part of said Property except dogs, cats, or other household pets provided that such household pets are not kept, bred or maintained for any commercial purposes.

**Section 3, Waste.** No part of said Property shall be used or maintained as a dumping

ground for rubbish, trash, garbage, or any other waste. No garbage, trash or other waste shall be kept or maintained on any part of said Property except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**Section 4. Offensive Conditions.** No noxious or offensive or unsightly conditions shall be permitted upon any part of said Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

**Section 5. Other Occupancies.** No trailer, camper-truck, tent, R.V., garage, barn, shack, or other outbuilding shall at any time be used as a residence, temporarily or permanently, on any part of the Property.

**Section 6. Vehicles.** These covenants hereby include a restriction on overnight parking on the dedicated streets within the subdivision. All unsightly or inoperable or project vehicles shall be removed from the streets and open parking areas and parked within the confines of an enclosed garage so as not to hinder the overall beauty of the area. All boats, trailers, and RVs shall be stored in an appropriate area behind a screen or fence no closer to the street than the front of the garage.

**Section 7. Maintenance.** Each Owner shall be responsible for maintaining and keeping in good order the condition and repair of the exterior of that Owner's Living Unit, of the Lot, and of the landscaping on the Lot. No Owner shall remove or otherwise materially alter any shrub or tree or make any material changes in landscaping without first obtaining written consent of the Architectural Review Committee. Each Owner shall insure that no tree, shrub, or landscaping unreasonably interferes with the view of other Lot Owners. In the event that any Owner fails to comply with the condition of this paragraph, in addition to any other remedies, the Architectural Review Committee may perform the required maintenance and bring legal action-against the Owner of the Lot to recover the cost of the maintenance performed.

**Section 8. Landscaping.** Street trees shall be planted prior to final inspection. The balance of each yard shall be landscaped not more than 45 days after final inspection except when occupancy occurs after October 1 and before May 1. Yards of residences ready for occupancy during inclement weather shall be landscaped not more than 45 days after May 1. Yards shall be maintained in a neat and clean condition and grass shall be watered and cut regularly. Landscaping shall be subject to approval by the Architectural Review Committee as set forth above. Each Owner shall, prior to commencement of landscape work, submit to the Architectural Review Committee a detailed landscape plan including location of all fencing. All street trees shall be the Armstrong maple and there shall be a minimum of one street tree per lot in a location determined by the Architectural Review Committee. All other new trees must have a minimum trunk diameter of one and one-half inches at planting.

**Section 9. Utilities.** All utilities such as water, sewer, gas, telephone, power, and television lines are to be under ground. Visible antennas of any kind shall not be permitted.

**Section 10, Mail Box Stands.** Mail Box Stands shall be furnished and maintained by the post office. The location shall be determined by local U.S. Post Office and City officials. Maintenance of sidewalk areas around mail boxes is the responsibility of adjacent property Owners.

**Section 11, Building Materials and Conditions.** The following specific restrictions on building materials and conditions shall apply:

- (a) Each Living Unit must contain a minimum of 1450 square feet excluding garage. Each Living Unit must contain, as a minimum, a double garage.
- (b) The roof color must be black. Composition shingles must be heavy weight (340 pound per 100 square feet minimum) with a minimum of a twenty-five (25) year life and an Architectural 80 Style. The roof shall have a minimum pitch of 6/12 on all predominate roof lines.
- (c) All curbside sidewalks are required by the City of Springfield to be a broomed finish.  
  
All infrastructure sidewalks and driveways in front of the home exposed to the street must be exposed aggregate.  
  
The design of the curbside sidewalks must be approved by the Architectural Control Committee. The ACC is requiring some curvature rather than straight sidewalks to add to the appearance of the subdivision, where applicable.
- (d) In the event that any construction activity has made any change or alteration in any open areas, the Owner will restore the open area to its natural state following completion of construction.
- (e) Double-wall construction to be used on all exterior walls. All exterior siding is to be horizontal lap, wood siding. No vinyl, T1-11, or aluminum siding is allowed.
- (f) Brick, stone, drivet or superior quality architectural exterior finish products may be used upon approval of the Architectural Review Committee.
- (g) Each Lot shall be graded to allow for natural drainage runoff and each Owner will provide drainage systems as necessary to properly drain surface water. If necessary to provide proper drainage, each Owner will provide drainage easements adjacent to the Lot lines to assist neighboring Lot Owners.
- (h) Paints and stains shall be of good quality and shall consist of earth tone colors.
- (i) All Living Units must have a minimum of 100 square feet of brick or stone on the

front exterior.

- (j) Window frames must be either vinyl, wood or vinyl clad. Metal window frames will not be allowed.

In the event of a dispute over building materials and conditions, the decision of the Architectural Review Committee shall be final in applying these guidelines.

**Section 12. Fences.** To insure an attractive community, all fencing shall conform to the design and specifications including cap and bevel set forth in the attached Exhibit "B." Fences shall be all wood and treated only with natural preservatives (no paint). No fence shall protrude past the front of the residence. The owners of Lots # 1, 48, 54, 55, 60, 61, 62, 63, 64, 65, and 66 are required to fully fence the back of their lots

**Section 13. Manufactured Homes.** No manufactured homes shall be allowed in this subdivision. All homes to be constructed on site

**Section 14. Satellite Dishes and Antennas.** The Declarant intends to provide underground facilities for electric power, natural gas, telephone lines and television cable. Subsequent to the time such facilities are completed no external television, satellite dishes, radio or other antenna or clothes lines or other similar structures may be erected in any location without permission of the Architectural Review Committee

**Section 15. Heating and Air Conditioning.** Exterior air conditioning or heating units of heat pump design shall be approved by the Architectural Review Committee subject to location on the Lot. Window mounted air conditioners shall not be allowed

**Section 16. Living Unit Addresses.** All Living Units must have addresses announced on sand-cast aluminum wall plaques pursuant to Exhibit "C"

**Section 17. Erosion Control.** Each Lot is subject to state, county and city ordinances regarding erosion control. Each Owner will be responsible for developing and maintaining the Lot in a proper fashion acceptable to the applicable ordinances including the construction of retaining walls and be responsible for providing drainage easements adjacent to the property lines to assist neighboring Lot Owners if needed for proper drainage

**Section 18. Approvals.** Approvals required from the Architectural Review Committee under this Article must be obtained from the Association's Board of Directors after the Architectural Review Committee ceases to exist.

**Section 19. Building Envelopes for Hillside Lots.** In order to comply with the conditions of subdivision approval, the Living Units and driveway approaches on certain Lots must be constructed within building envelopes. In Phases I and II the Lots with established building envelopes are Lots 1 through 4. The building envelopes for each of these Lots is shown in Exhibit

"D."

**Section 20. Preservation of Oak Trees.** Lots 25, 90 and 104 each have a mature oak tree on the Lot that shall be preserved. A number of oak trees are located in a clump on Lot 32 and shall be preserved as best as possible. Lots 15 and 16 each have several oak trees on the Lot. These oak trees shall also be preserved as best as possible. None of the oak trees on these references Lots shall be removed without the consent of the Architectural Review Committee.