**Rucker Landing**

**Architectural Standards**

**Adopted by Rucker Landing Board of Directors**

August 2023

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# INTRODUCTION

## Purpose of the Architectural Standards

One of the primary purposes of the Declaration of Protective Covenants, Conditions and Restrictions for Rucker Landing (the “Declaration”) is to provide for a method of determining certain ***Architectural Standards*** that will assure that the property within the Development will be developed and maintained in a fashion that will protect the investment of every homeowner. One important aspect of maintaining the integrity of a residential community is provided by the Declaration in authorizing the formation and duties of the Architectural Review Board ("ARB"). The ARB has the right to review and approve changes to the exterior of homes within the Development. The Declaration strictly prohibits the addition of any structure, or the alteration of any structure, on any lot without the written approval of the ARB. The prohibition is very broad, including, but not limited to, the changing of exterior paint colors on a home. The Declaration further states that the ARB has the right to develop and disseminate architectural guidelines for the Development. These guidelines are referred to specifically in the Declaration as the “***Architectural Standards***” and should be considered an extension of the Declaration. This document is not an all-inclusive list of restrictions but is a set of guidelines to be followed by homeowners when planning landscaping or the construction or alteration of any Structure located on their property. These guidelines do not include any approvals or restrictions required by local governmental authorities.

The ***Architectural Standards*** set forth herein have been developed and published pursuant to the Declaration in accordance with Section 10. Their purpose is to publish guidelines related to (I) the use and maintenance of the property within Rucker Landing and (II) the construction of improvements (including the alteration of Structures) upon lots within the Development. As guidelines, these standards may not be determinative of whether or not a particular use of one’s property is acceptable, or whether or not the plans for a proposed improvement will be approved. Because of the uniqueness of each lot within the Development, including variations in size, topography and location, certain uses, improvements, or modifications suitable for one lot may be inappropriate for another lot. Therefore, despite the guidelines offered by these Standards, the ARB is authorized to apply or adopt different standards for different lots to reflect those differences. As an example, the ARB may allow an improvement, modification or change to a Structure which cannot be seen from any street or other lot within the Development, but prohibits the same improvement if it can be seen from any street or any other lot.

All changes which require approval of local City, local County or any other governmental authority must be approved by the ARB before submission to such authority. Evidence of ARB approvals must accompany all requests for approval by the authority.

## The Architectural Review Board

The ARB is made up of members appointed by the Declarant as authorized by the Declaration. The Declaration grants the ARB discretionary powers regarding the aesthetic impact of design, construction and development including architectural style, colors, textures, materials, landscaping, and overall impact on surrounding properties.

It is not the intent of the ARB to impose a uniform appearance within Rucker Landing nor to discourage creativity on behalf of the homeowners. Its intent is to promote and assure that all improvements are aesthetically compatible and reflect the image of a quality Development. During the plan review process, the ARB intends to be fair, impartial and understanding of individual goals.

***Overview of the Change Request Process General Information***

Homeowners are requested to provide as much detail as possible when submitting a Change Request Form to the ARB. This will eliminate confusion and reduce the time required to respond to the requesting homeowner. Plans should be specific in nature and include such items as types of materials to be used, planned start/completion dates, types of plants, size of plants and actual photographs of swings or arbors when applicable. Plans should also be limited in size to work that can be completed in a 30-day period unless a longer time is requested due to an exceptionally large project. All submissions must be accompanied by appropriate governmental approvals.

The ARB will meet every 30 days to review new change requests and conduct homeowner site visits. Every change request will be responded to in writing within 30 days from the day all final documentation has been received.

***Step 1 - Submitting Plans***

Homeowners are requested to submit photocopies of all plans and documentation, including the location of the improvement on the final plot plan. All submitted plans become the property of the ARB and will not be returned but filed for future references and verification. Homeowners should deliver their Change Request Form and all necessary documentation, including plans, architectural drawings/photographs, property survey showing improvements and description of materials to:

Rucker Landing HOA

Golden Management, LLC

PO Box 463

Murfeesboro, TN 37133

info@goldenhoa.com

Once plans are received, they will be date stamped and reviewed by the ARB in the order in which they are received. In most cases, the homeowner’s participation is not required for the on- site review but is always welcome.

***Step 2-On-Site Review Process (if needed)***

The purpose of the on-site review is for the ARB members to assess the impact the request may have to neighbors and the general quality of the Development. The onsite process is usually brief (5-20 minutes) with no or limited homeowner involvement. However, we recommend that a homeowner be available for questions for complex plans.

***Step 3-Decision Process***

Upon completion of the site review, the ARB will stamp the change request with one of four decisions and will contact the homeowner directly to explain the decision.

***Plan Accepted*** *-* The plan was accepted as documented and the homeowner can begin the requested changes immediately upon obtaining all necessary governmental permits. All work must be done in accordance with the plans as approved by the ARB. All changes or modifications to plans must be reviewed and approved by the ARB.

***Plan Accepted with Specific Conditions*** *-* The plan was accepted with specific conditions. The homeowner should review the conditions and if in agreement sign the conditions form and submit it to the ARB.

***Plan Denied with Explanation*** *-* If the homeowner’s plan was denied, an explanation will be provided. In many cases, the ARB will recommend one or more alternative solutions. If the homeowner is receptive to one of these solutions, they simply need to resubmit a Change Request Form detailing the plan within 60 days.

***Plan Pending -*** If a plan was submitted incomplete, the homeowner will be notified, and the plan will be held until the required documentation has been received. Upon receipt of a complete request, the ARB may have up to 30 days from the day all final documentation has been received to respond.

## ARB’s Right to Verify Construction in Accordance with Approved Plans

While under construction or after completion, the ARB does reserve the right to review approved plans to make certain the actual construction adheres to the approved plan.

## Violation Fines

The discretionary powers of the ARB are also coupled with the ability to establish and levy fines and penalties for noncompliance and, with the cooperation of the Board of Directors of the Association, also include the right to suspend membership rights, including the right to vote or to use the recreational facilities, if applicable. Although not limited to the following, “noncompliance” would include the failure to obtain approval of a new Structure in conformance with approved plans. Homeowners who are in violation of the Declaration and the standards set forth in this document will be notified in writing of the violation and will be fined and penalized in accordance with the Declaration.

***Disclaimers***

Approval of any Structure by the ARB is in no way a certification that the structure has been built in accordance with any governmental rules or that the Structure complies with sound building practices. Homeowners are required by law to obtain a building permit for all new construction.

These Architectural Standards set forth herein have not been reviewed for engineering or structural design or quality of materials. In fact, it is very likely that certain standards have been adopted solely on the basis of aesthetic considerations. Therefore, no one should use or rely upon these Architectural Standards as standards for structural integrity or soundness of design for any construction or modification of a Structure or for ensuring compliance of any activity or construction with building codes, zoning regulations and other governmental requirements. These things must be determined by, and are the sole responsibility of, each homeowner within the Development.

Please remember that, like the Architectural Standards, plans and specifications are not reviewed for engineering or structural design or quality materials. By approving such plans and specifications, neither Declarant, the Association, the ARB, the Board, nor the officers, directors, members, employees and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any homeowner of property affected by the Declaration by reason of 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.

It is the sole responsibility of the homeowner to ensure that structures are safe. Approval of any type of Structure including children’s playsets by the ARB in no way guarantees the safety of the individual.

In accordance with the Declaration, every person who submits plans or specifications, and every homeowner have agreed that they will not bring any action or suit against Declarant, the Association, the ARB, the Board or the officers, directors, members, employees and agents of any of them to recover any such damages.

# EXTERIOR STANDARDS

# The architectural style, design, colors, building materials, roof, and other features of the residences to be constructed will adhere to city of Hendersonville Residential Building Design Standards set forth by the SR-1 Zoning district.

## Construction

All construction requires the homeowner to complete a Request for Change Form and a site visit from members of the ARB. The purpose of the visit is to ensure that the construction adheres to ARB standards and is in harmony with the external design and general quality of the Development.

## Driveways/Walkways

Any changes to existing or new hardscapes including, but not limited to, driveways, walkways, and patios, require specific approval of the ARB prior to construction. A professional contractor must complete all hardscape construction.

## Doors/Windows/Shutters

Any alterations to the exterior of the house including, but not limited to, doors, shutters (including color changes), trim and exterior siding (including color changes) must be approved by the ARB. Aluminum/glass storm doors are permissible so long as they are the same color as or complement the doors. Storm doors must remain full glass. Screens are not permitted to be installed on the front of the homes.

All window treatments facing the street must be lined in white or off-white to give the Development an uncluttered look from the outside. The type of window treatments may include, but is not limited to a white sheer, white blinds, white plantation shutters or white-lined curtains.

Stained glass windows are not permitted in doors or windows that are visible from the street. All requests for lead glass doors, glass blocks or windows should be submitted to the ARB.

\*\*Window Air-Conditioning Units are Not permitted within the community.

## Exterior Lighting

All exterior lighting shall be consistent with the character established in Rucker Landing and be limited to the minimum necessary for safety, identification, and decoration.

Outside light posts should remain black in color. Colored lens, lamps or bulbs of any type are not permitted. Accent lighting must be metal, LED up lights or spotlights directed towards the home or similar in nature to the landscaping of the community. No lighting may be pointed at another homesite or the street.

Plastic pathway lights are pre-approved only in the following manner: Every 3 feet not to exceed 8 lights. Additional lights will require ARB approval.

Reasonable seasonal lights may only be displayed between November 15- January 15.

## Paint/Siding/Brick/Roof

All alterations to the exterior color of the house including, but not limited to, doors, shutters, trim, brick, and siding must be approved by the ARB.

The Rucker Landing home exteriors on lots 1-7 will be constructed of a minimum of 70% brick and/or stone. On all subsequent lots, the home exteriors will be constructed of a minimum of 25% brick or stone with concrete or masonry exterior foundations, with the front elevation brick or stone. Accessory and trim materials for the remainder of the home exterior must be of a product approved by the ARC.

New roofs should follow the same style and color standard originally installed by the Declarant. The roof should include an architectural style shingle with at least a 25-year warranty and all exceptions must be approved by the ARB.

## Mailboxes/Street Numbers

## Rucker Landing is serviced by a centralized mail kiosk. There are no individual mailboxes necessary or allowed.

Street numbers or surnames are not permitted on the curb.

## Decks/Patios/Lattice Work

All decks should remain natural in color, be made of pressure-treated pine, be located on the back of the house, and not extend out past the sides of the house. Any variance from this standard must be approved by the ARB.

All plans to build new or expand existing decks, patios and lattice work must be submitted to the ARB for approval. Also, homeowners shall submit a landscape plan to address areas under and around the deck.

Storage areas of any type under installed decks require the approval of the ARB.

## Detached Structures.

Arbors/swings are permitted in rear yard only and must be located where it will have minimum impact on adjacent properties and streets. Homeowners are encouraged to include a landscaping plan with the arbors/swings to minimize the neighboring view. Detached structures may be limited, restricted, or not permitted on corner or cul-de-sac lots that may result in offensive views from neighboring lots.

All lawn furnishings and Structures including, but not limited to, bird baths, fountains, frog ponds, artificial plants, bird houses, rock gardens or similar types of accessories must be located in the rear of the yard only and require ARB approval.

**Storage sheds and dog houses shall not be permitted within the community.**

***Garages***

* All homes on lots 1-7 shall have have side-entry garages for the main structure but may have front facing garages on any approved detached garages, with written ARC approval.
* Colors and materials of proposed garage must match house exactly. All garage doors to be carriage style with carriage style hardware

## Fences

Fences are permitted in the rear yard only, require the homeowner to obtain appropriate governmental authorization, and submit written governmental approval, together with a detailed plan to the ARB for approval*.* Submissions should include a complete description and picture of the fence, materials, sealant, and a site plan showing the fence location in relationship to property lines.

**\*\*All proposed fences must follow the Rutherford County Zoning Ordinances and the ARB fence standards as defined below.**

**Permitted materials:**

* + - **Fences may only be six-foot (6’) maximum white vinyl privacy fence.**

**Placement**

* **Fences may not be set any closer to the front of the home than the rear corners. Fencing must begin at rear corners of the home.**
* **Fences may extend 48” from one side of the rear corner towards the side lot in order to accommodate one 36” entry gate. Fence must run laterally to the property lines and run straight back towards rear property setback lines. (Fencing may not run towards side property lines or curb). Fences must not be built within any easements. Fences constructed on lots without rear drainage easements MUST stay a minimum of 5 feet off of rear property lines.**
* **Corner or cul-de-sac lots may be granted additional side extension on the sides at ARB sole discretion.**
* **Lots 1-7, because of their size and architecture, may also be granted additional extension at ARB sole discretion.**

**Additional Requirements for all fencing:**

* + **Good side must show out:** Any exposed support and cross framing for a fence shall be located on the inside of the fence and oriented toward the principal portion of the property upon which the fence is erected to serve. The finished side of a fence shall face the adjacent properties and street.
  + No more than one style of fence is permitted to be placed on a lot.
  + Lots adjacent to common areas must allow for a minimum of a five-foot (5’) easement between the fence and common areas.
  + No fence may be placed within any section of a recorded public utility, drainage, or detention pond easement, unless authorized in writing by the city engineer and the ARB.
  + Owner is required to maintain grass and weeds on both the interior and exterior portions of the fence. Alley home grass will be maintained inside of the fence only if the gate is left open on the date of service for the landscaper.
  + All fences shall be maintained in a clean, safe, structurally sound, and upright condition, and present a uniform appearance so as not to constitute a hazard, blight, or condition of disrepair. Examples of hazards, blight or conditions of disrepair shall include, but not limited to: dirty or leaning fences; fences that are missing slats, parts, or blocks; holes; breaks; rot; cracking or peeling paint; rust; graffiti; or other broken, damaged, or removed material.

1. ***LANDSCAPE STANDARDS***

## Developing a Landscape Plan

Homeowners are encouraged to develop a long-range (3-9 months) landscape plan to be reviewed by the ARB. Many professional landscape companies provide landscaping planning services for a reasonable fee. Professional assistance is encouraged to assist in reducing plant loss. The landscape plan should be detailed and include such items as plant type, size, quantity, estimated time to complete project and the physical location of each plant. While many landscaping plans can be all encompassing, please limit change requests to work that can be completed in three months.

* Please note that artificial vegetation is not permitted

## Lawns

All lawns shall be the same as was originally installed by the builder in Fescue sod to ensure consistency in the Development. All front lawns shall have Fescue Sod installed at time of construction and must be in good condition at all times. Entire front yard must be covered from front corners of home to front of lot from side to side. If sod becomes unsightly or more than 15 percent dead or unhealthy, property owner or builder will be required to reinstall all or the affected area. Remedy to correct will be directed by the ARC or Board of Directors or the Management Company for Rucker Landing.

Trimming of your grass, which would include any type of growth such as dandelions, weeds, etc. must include the perimeter of the home around the edges of the home, around all flower beds and trees also along sidewalks, curbs and driveways and mailboxes. Lawns are to be mowed weekly. Grass should never be growing overlapping the curbs or into the sidewalk or driveway areas.

## Pine Islands/Trees/Bushes

All new or expansion of existing islands or beds require a landscape plan to be submitted for approval. Landscape plans are only required if you are wishing to plant items in the existing islands or beds not on the approved plant list. Pine islands should be maintained regularly with fresh pine straw and edging.

Landscaping should relate to the existing terrain and natural features of the lot, utilizing plant materials native to the Southeastern United States.

The preferred landscape bed edging is either a neat 4" - 6" deep trench or natural living plant life. All plant beds will be covered with pine straw, natural chopped bark, or mulch. Rocks, boulders, stones, bricks, or wood blocks are not permitted to line or cover islands/beds that are visible from the street unless approved by the ARB. Natural stone, tan or gray stone is acceptable. Metal edging for beds must match the mulch.

\*\*\*\***Landscaping walls require ARB approval.**

## Removal of Trees

No viable tree with a diameter greater than 6" (measured 2' from the ground) may be removed without written permission of the ARB. The removal of live branches greater than 8' above the ground also requires ARB written approval. In addition, zoning conditions imposed by governmental agencies may require approval of such agencies.

No trees shall be removed from any non-disturbance buffer or common areas.

1. ***RECREATIONAL EQUIPMENT STANDARDS Children Playsets/Bikes/Toys***

Children’s play equipment including trampolines, and swings must be surrounded by a buffer such as landscaping, installed fencing or by burying the supports so that the trampoline is level or almost level with the ground so as to have minimum visual impact on adjacent properties and streets.

**Installation of all such equipment must be approved by the ARB**.

All children’s bikes and toys shall be considered pre-approved and placed out of public view when not in use to have minimum impact on neighbor’s and adjacent properties.

Installation of basketball goals must be approved by ARB. Portable basketball goals are prohibited.

## Pools/Spas/Whirlpools

Permanent above ground pools of any type are not permitted.

All in-ground pools, spas or whirlpools must be approved by the ARB and must fit naturally into the topography of the proposed lot. Homeowners must submit a detailed plan including site layout, fencing, and landscaping to obtain approval. All pump, filter, etc. equipment for pools must be located where it will not cause a nuisance to neighbors and must be screened from view with landscaping. The pool/spa/whirlpool must also be located to provide minimum visual impact to the surrounding properties and streets. Pool enclosures are not permitted.

1. ***MISCELLANEOUS ITEMS***

## Clothes Lines

No exterior clothes lines or racks of any type are permitted on any homesite. Laundry of any type should not be hung from the exterior of the home at any time.

## Common Areas/Signs

No sign or emblem of any kind may be kept or placed on a Homesite or attached to any dwelling. No temporary sign is permitted in any common ground area. Any permanent sign placed on common ground must be approved by the ARB.

***Flags/Flagpoles***

Decorative flags cannot be visible from the front of the house with the exception of those displayed for generally recognized holidays on which flags are customarily displayed shall be permitted for a period of one (1) week prior to the date of such holiday until one (1) week after the date of such holiday. Stand-alone flagpoles are not permitted.

***For Sale/Rent Signs***

No signs, advertising posters, flyers, or billboards of any kind shall be erected, placed, or permitted to remain on the Property. For Sale/Rent signs are not permitted to be displayed or erected on a homesite, yard or exterior doors. Owner may place one For Sale sign within a window. For Rent signs are prohibited.

***Items Storage***

* Entry Ways, driveways or covered porches may not be used to store items such as shoes/shoe racks, unused flowerpots, recreational equipment (such as bicycles or toys). All items must be stored out of sight of neighboring views or streets.
* Water hoses when not in active use must be removed from the yards and stored away or neatly coiled on a designated stand.

***Parking and Storage of Automobiles, Boats, Trailers and Other Vehicles***

No trailers, boats, boat trailers, go carts, golf carts, travel trailers, inoperative automobiles or campers shall be temporarily, semi-permanently or permanently parked or stored in the public street right-of-way or forward of the front building line. Storage of such items and vehicles must be screened from public view, either within the garage or behind a fence which screens such vehicles from public view, unless otherwise approved in writing by the Developer or Association in accordance with Section 2 above. No tractor trailers, buses, or other large commercial vehicles hall be parked on driveways or in streets within the Property for periods of time exceeding twelve (12) hours or for more than twenty-four (24) hours in any calendar week. The foregoing shall not apply to construction vehicles or the Developer or Builders. No on street parking of cars for periods over 24 hours in any calendar week.

## Portable On Demand Storage Units

Homeowners at Rucker Landing will be allowed to use Portable On Demand Storage Units (PODS) as follows:

1. Homeowners must close on purchase of home before POD is delivered to the property.
2. POD may remain for no more than seven (7) days.
3. POD must be stored in the driveway of the home.

## Radio Antennas

No exterior antennas for the transmission or reception of radio signals will be permitted.

***Security Signs***

Homeowner may display one (1) professional security sign in front of the home. The security sign shall be placed in the shrub area immediately in front of the home.

## Television Antennas and Satellite Dishes

Antennas, satellite dishes or any other apparatus for the reception of television or satellite signals may be installed by Owners without prior approval of the ARB; provided, however, Owners do so at their own risk, and in accordance with any local, state or federal law or regulation. Owners are encouraged to place such devices so that they are not offensive to neighbors or visible from the streets. In the event such devices are installed outside of these guidelines the ARB may take such actions deemed appropriate and within the scope of any law or regulation to cause a correction to be made by the responsible Owner. Further, neither the Association, nor the ARB shall be responsible for repairs necessitated by the improper installation of such device on the exterior of any lot. Owners should also be aware that improper installation of such devices may invalidate any warranty given by suppliers of materials or your builder.

## Trash Cans

Trash Cans may not be stored in view of any neighboring homes are streets. Trash cans may not be placed out for pick up earlier than 4 p.m. the day prior to pick-up and must be removed no later than 8 a.m. the day after picking up. A homeowner may submit an architectural request to build a shield for their trash can but, this MUST go through the approval process.

## Yard Sales

Yard sales are allowed only on the following occasions: (1) on weekends the Board of Directors announces in advance, (2) only one yard sale in preparation for sale of the home, and (3) for other occasions if approved by the ARC upon application by the homeowner.

1. ***Maintenance***

***Maintenance***

All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, down spouts, building surfaces, patios, walkways, driveways, and other exterior improvements, to include sod. The Owner or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, all trees and shrubbery pruned and cut, and shall edge all sidewalks fronting such Owner’s Lot. Front sod must be kept in healthy attractive manner or Owner may have to remove and replace it, at ARB sole discretion. In addition, each Lot Owner shall be responsible for maintain the right of way and any common area between such Lot Owner’s Lot and the street. No Lot shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or Occupant of any Lot in observing the above requirements or any of them, each default continuing after ten (10) days’ written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive healthful and sanitary condition. In so doing, the Association or its agents shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting, pruning or removal shall be charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. Any Occupant of such Lot shall be jointly and severally liable with the Owner of the payment of such costs.

The Association shall contract with one (1) or more landscaping services to provide grass cutting, lawn maintenance, proper care for all trees, shrubbery and other landscaping, and other necessary maintenance services for the Common Areas, provision for which shall be made in the monthly or annual assessments.

***Damage, Destruction or Maintenance***

In the event of damage or destruction to any structure located on the Property, the respective Owner thereof agrees as follows:

1. In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition. Within sixty (60) days of any insurance settlement, the Owner must commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modification as approved by the Developer or the Association or ARC Committee, as the case may be, in accordance this Article IV hereof.
2. In the case of partial damage or destruction, the Owner shall as promptly as an insurance adjustment may be made, case the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure and in conformity with its original exterior painting and décor. Any change or alteration must be approved by the Developer or the Association, as the case may be, in accordance with Article IV hereof. In no event shall any damage structure be left unrepaired and unrestored for in excess of sixty (60) days from the date of the insurance adjustment.
3. If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, both Owners shall have an easement on the Property of the other for the purpose of the construction. Each party shall contribute to the cost of restoration thereof equally, unless such damage was caused by the fault of an Owner, in which event the Owners shall allocate the cost of restoration in proportion to the relative fault of the parties.

***Use of Premises***

Each Lot shown on the Plat shall be used only for private, single family residential purposes and not otherwise. Notwithstanding the foregoing, Developer or any Builder may maintain, as long as it owns property in or upon such portion of the Property as Developer may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs, and houses in the development to use, residential structures, garages or accessory buildings for sales offices and display purposes, but all rights of Developer and of any Builder acting with Developer’s permission under this sentence, shall be operative and effective only during the construction and sales period within the area, and this provision may not be amended, altered or repaired without the prior consent of the Developer.

***Animals and Pets***

No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets such as dogs and cats which may be kept thereon in reasonable numbers as pets for the sole pleasure of the Owner or Occupant, but not for any commercial use or purpose. No animal shall be allowed to roam freely in the Subdivision and all animals must be either kept in a secure enclosure to be located on the rear of the Lot hidden from public view or in the home. All animals shall be maintained on a leash and under control at all times when not otherwise secured in the required enclosure or in the home. No Owner or Occupant shall be allowed to keep on any Lot or the Common Area any animal which causes excessive noise (including without limitation barking), odor or constitutes a danger to other persons or otherwise constitutes a nuisance. The Board of Directors of the Association shall be the sole judge using their sole discretion as to whether any animal violates the provisions hereof.

***Nuisances and Unsightly Materials***

No house or other structure on any Lot shall be used for any business or commercial purpose other than home office which does require meeting the public. Each Owner or Occupant shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to others. No noxious, offensive, or illegal activity shall be carried on upon any Lot. No motorcycle, motorbike, motor scooter, go cart, or any other unlicensed motorized vehicle shall be permitted to be operated on or in the Common Areas. No Lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever, not shall any substance, thing, or material be kept upon any Lot which will emit foul or noxious odors or which will cause any noise that will or might disturb the peace and quiet of the Owners of Occupants of surrounding Lots or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up by garbage and trash removal service units. The Board of Directors of the Association shall be the sole judge using its sole discretion in determining any violation of any provision contained in this Declaration.

***Hobbies and Activities***

The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, the use of bows and arrows and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without the consent of the Association.

***Visual Obstruction at the Intersection of Public Streets***

No object or thing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the surface of the streets shall be placed, planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of the street involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines. The same limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway.

***Governmental Restrictions***

Each Owner shall observe all governmental building codes, health regulations, zoning restrictions, and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation, or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

***Use of Common Area Amenities***

The Association may publish regulations from time to time governing the use of all of the Common Areas including all amenities located thereon. Such regulations may be enforced in the same manner as the provisions of this Declaration.

***Storage of Building Materials***

No lumber, brick, stone, block, or other building materials shall be stored on any Lot except for building purposes for that particular Lot, and then only for such time as is reasonably necessary for a diligent completion of the project.

***Drainage***

Each Lot Owner shall not place fill on any lot or place fences, trees, or landscaping in such a location or position that will interfere with the drainage on other lots or any common areas or public streets or easements.