

# **ARCHITECTURAL CONTROL COMMITTEE**

## **Amended & Restated Declaration of Protective Covenants**

### **Article VI: Use Restrictions and Rules**

#### **Section 10. Architectural Standards.**

No exterior construction, alteration, addition, or erection of any nature whatsoever (including, without limitation, fences, pools, tennis courts, exterior lighting, tree houses and play equipment) shall be commenced or placed upon any part of the Community, except such as is originally installed by the developer, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by an Architectural Review Committee (“ARC”). The Board may promulgate written guidelines for the exercise of this review, after soliciting input from the ARC. The Board shall appoint the ARC, which appointees may include members of the Board. The Board may remove any member of the ARC, with or without cause.

The ARC may withhold approval for any reason, including purely aesthetic considerations; and shall be entitled to stop any construction in violation of these restrictions. If the Board of Directors is not serving as the ARC, an Owner may submit a written appeal to the Board from a decision of the ARC within 15 days of the denial.

All activities commenced pursuant to plans, which have been deemed approved shall be consistent with such plans. As a condition of approval under this Section, each Owner, on behalf of such Owner and such Owner’s successors-in-interest shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Board or its designee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner’s successors in-interest.

Notwithstanding the provisions above, any application for the approval of plans and specifications shall be deemed to be disapproved unless and until any and all delinquent assessments and other charges permitted by this Declaration have been paid current by the Owner submitting such plans and specifications.