

Protective Covenants

Article 20

Section 20.1 Improvements Prohibited No used or second-hand structure, no building of a temporary character, no mobile home, house trailer, tent, shack or outbuilding shall be placed or used on the Property, either temporarily or permanently; except those items which are necessary for construction or to be used during the period extending no later than (i) eighteen (18) months after commencement of construction or (ii) the date of substantial completion of said improvement, whichever, is earlier. The placement, appearance and maintenance of such temporary structures may be subject to reasonable rules of the ARC governing such matters.

Section 20.2 Signs. Subject to Declarant's Development Rights described herein, no signs, billboards, posterboards, or advertising structure of any kind, including, but not limited to "For Sale", "For Rent", or similar real estate signs, shall be erected or maintained for any purpose whatsoever except such signs as have been approved by the arc pursuant to its regulations any signs which are permitted under the foregoing restrictions shall be erected or maintained on the Property only with the prior written approval of the ARC.

Section 20.3 Water and Sewer. Dwellings constructed upon the Lots within the Property shall initially be served by the Snake River Sewer Authority and the East Dillon Water District, respectively. The location of such lines shall be subject to review and approval by the ARC as well as governmental agencies having jurisdiction over the Property.

Section 20.4 Trash. No trash, ashes or other refuse or debris may be throw or dumped on the Property. The burning of refuse out-of-doors shall not be permitted, except that slash may be burned with the approval of the regulatory agency (ies) having jurisdiction to regulate such burning. No incinerators or other device for the burning of refuse indoors shall be constructed, installed or used except as approved by the Board. Waste materials, garbage and trash shall be kept in sanitary containers, enclosed and screened from public view, protected from disturbance, and disposed of with reasonable promptness. Each Owner shall keep such Owner's Lot free of trash, refuse, noxious weeds or debris on any kind, whether such Lot is vacant or improved.

Section 20.5 Pets. Dogs, cats or customary household birds may be kept on the Property, not to exceed a total of four (4) household pets per Lot, with a maximum combination of three (3) dogs and cats per Lot. Owning, keeping or maintaining any dog upon a Lot requires that the Owner of such Lot either construct an ARC approved electric field/dog collar run or convention ally fenced dog run for such dog(s). No wild animal, reptile or bird may be trapped, transported, kept or maintained anywhere upon the Property. No other animal or bird except a domestic dog, cat or bird may be kept anywhere on the Property. No pet may be dept on the Property which abnormally interferes with the rights, comforts or convenience of other Owners. Breeding of any animals on the Property is specifically prohibited. All pets must be kept under the control of their owner when outside the Lot owned or occupied by the pets' owner.

Section 20.6 Landscaping. Subject to compliance with a landscaping plan approved by the ARC, all surface areas disturbed by construction shall be returned promptly to their natural condition. Any and all landscaping, other than returning surface areas to their natural condition, must be consented to in writing by the ARC; provided, that this shall not be construed to prohibit any seasonal changes made in the

natural environment such as flower or vegetable gardening, and shall not include the addition or isolated removal of plantings or trees unless such results, or could result, in a material change to the property or Lot, as applicable.

Section 20.7 Trade Names. No word, name, symbol or combination thereof shall be used to identify for commercial purposes any structure, business, or service location on or conducted in connection with a Lot or the Property, unless the same shall have been first approved in writing by the ARC.

Section 20.8 Continuity of Construction. All structures commenced shall be prosecuted diligently to completion.

Section 20.9 Noxious or Offensive Activity. No noxious or offensive activity shall be conducted on any Lot, nor shall anything be done or placed on a Lot or the Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

Section 20.10 Maintenance of Property. Every Lot (including the improvements thereon) shall be kept and maintained by the Owner thereof in an clean, safe, attractive and sightly condition and in good repair; and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any Lot.

Section 20.11 Annoying Lights, Sounds or Odors. No lights shall be emitted from any Lot which are unreasonably bright or cause unreasonable glare; no sound shall be emitted from any Lot which is unreasonably loud or annoying; and no odor shall be emitted from any Lot which is noxious or unreasonably offensive to other Owners.

Section 20.12 Fences. No fences or other barriers shall be permitted except with the written consent of the ARC. All approved fences to be erected by an Owner within a Lot shall be in harmony with the nature, setting and surroundings of the Property and the development on said Lot.

Section 20.13 Natural State. No hunting, target practice, discharge of firearms, or disturbance of the natural state of the Property, including the removal of living trees, plants, shrubs, bushes, sagebrush, grass or topsoil is permitted without the consent in writing of the ARC, except as set forth in Section 20.6 herein.

Section 20.14 Restrictions on Use. No part or parcel of the Lots shall be used except for residential purposes and for purposes incidental or accessory thereto, except for sales and/or construction trailers and model homes used by Declarant or its assigns. Determination as to whether uses are incidental or accessory to single-family residential purposes shall be made by the ARC, but under no circumstances shall such incidental or accessory use be construed to permit the carrying on of any trade, business, profession or employment (other than a home occupation as may be permitted under applicable zoning codes), or use of the Lot for a boarding house.

Accessory and conditional uses shall be as defined for the R-4 zone in the Summit County Land Use and Development Code. Accessory apartments meeting all standards of the Development Code as currently approved and amended from time to time shall be considered conditional uses to be approved as required in the Development Code and by the Association.

Section 20.15 House Number. Each dwelling shall have a house number with a design and at a location established by the ARC.

Section 20.16 Completion of Construction. Any construction activity on any Lot in the Property shall be completed and fully cleaned up within eighteen (18) months from its commencement or a variance shall be obtained from the ARC to allow for a longer period of construction upon proof of due diligence.

Section 20.17 Fireplaces. Wood or coal burning fireplaces or stoves are prohibited on the Property. Natural gas fireplaces are permitted.

Section 20.18 Driveways. Driveway design, location of surfacing material and construction methods shall be approved by the ARC. The design and construction of driveways shall comply with Summit County standards and specifications governing driveways. All access driveways shall be constructed at the expense of the Owner whose Lot is served by that particular driveway. Owners shall remain responsible for the maintenance and repair of access driveways to their individual homesites. In the event all or any portion of driveways are used in common with other Lot Owners as shown on the Plat, an easement over and across the Lot where such driveway is located shall exist in favor of the Lot or Lots served by such driveway. The costs and expenses and the responsibility for plowing, maintaining and repairing any shared driveway shall be the equal responsibility of the Owners whose Lots are served by the driveway.

Section 20.19 Size. Single family residential structures on Lots shall be a minimum of 1500 square feet of living space for one-story units, and 1700 square feet of living space for multi-story units, exclusive of areas in basements, porches, decks, patios and garages.

Section 20.20 Modular Construction. The use of “manufactured”, modular, or factory-built structures is strongly discouraged on the Property unless the ARC design standards are strictly complied with and a modular type appearance, in the sole discretion of the ARC, is avoided.