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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR

JACKSON CREEK FILING NO. 5

Prepared by and return after recording to:

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Attachments:

- Exhibit A - Legal Description of the Property
- Exhibit B - List of Recorded Easements and Licenses, including:
 - Map (Plat)
 - Exceptions to Title
- Consent of Lender - Horizon Banks, N.A.
 - Bank of Cherry Creek
 - Triview Public Building Authority

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
JACKSON CREEK FILING NO. 5**

This Declaration of Covenants, Conditions and Restrictions for Jackson Creek Filing No. 5 (the "Declaration") is made this 29th day of September, 2004, by Trail Ridge Homes at Jackson Creek, LLC, a Colorado limited liability company (the "Declarant").

RECITALS

A. Declarant is the owner of that certain real property located in the Town of Monument, County of El Paso, State of Colorado, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The Replat of Jackson Creek Filing No. 5 which depicts the Property was recorded in the real property records of El Paso County, Colorado on July 29, 2003, at Reception No. 203172887 (the "Map").

B. The Property consists of approximately 30.78 acres and is part of the Master Planned Community commonly known as Regency Park Development.

C. Because the Property is a part of Jackson Creek Filing No. 5, the Triview Metropolitan District (hereinafter, "Triview") has accepted certain easements, covenants, conditions and restrictions to provide for the cooperative development, improvement, use, operation, maintenance, repair and enjoyment of common property located within Jackson Creek Filing No. 5 pursuant to the Service Agreement for Triview.

D. Declarant now desires to create a planned community and to establish certain mutually beneficial easements, covenants, restrictions and equitable servitudes for the cooperative development, improvement, use, operation, maintenance, repair and enjoyment of such planned community under a general plan for the purpose of enhancing and perfecting the value, desirability and attractiveness of such planned community.

E. There is no guarantee that all portions of the Property will be completed or added to the Project.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that as portions of the Property (also hereinafter referred to as "Annexable Property") is annexed and made subject to this Declaration, such annexed property will be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained and altered subject to the following covenants, conditions, restrictions, limitations, reservations, exceptions and equitable servitudes. Once any portion of the Annexable Property is annexed to this Declaration pursuant to the terms hereof, the terms hereof shall touch and concern such annexed property, and shall (i) run with the land and all parts thereof at law and as an equitable servitude; (ii) bind all Persons having or acquiring any interest in said property or any part thereof; (iii) inure to the benefit of and be binding upon every part of said property and every interest therein; and (iv) inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner and each Owner's grantees, heirs, assigns and successors in interest, and the Association and its successors in interest. As of the date hereof, none of the Property has been annexed or made subject to this Declaration.

**ARTICLE 1
DEFINITIONS**

1.1 "Act" means the Colorado Common Interest Ownership Act codified at Colorado Revised Statutes ("C.R.S.") § 38-33.3-101, *et seq.*, as amended.

1.2 "Annexable Property" shall mean that Property which is owned by Declarant as described on Exhibit A, attached hereto, and which may be annexed into the Property by future annexation as contemplated by this Declaration. The Annexable Property includes all rights and easements, if any, appurtenant to the real property

described in Exhibit A, attached hereto. After all or any portion of the Annexable Property has been annexed to this Project and subjected to the governance of this Declaration as hereinafter provided, the use and enjoyment of such annexed property (including exercising any such rights and easements by any person) shall be subject to the terms and provisions of this Declaration.

1.3 "Annexing Deed" shall mean, for each particular portion of the Annexable Property, the first to occur of any of (a) the first deed, executed by the Declarant, which shall be Recorded after the Recordation of this Declaration by which title to such portion of the Annexable Property shall be conveyed by the Declarant to another party, or (b) any deed made in connection with an involuntary transfer of such portion of the Annexable Property, including, without limitation, any treasurer's deed made in connection with a tax sale of such portion of the Annexable Property or any sheriff's deed or public trustee's deed made in connection with any foreclosure, whether a judicial foreclosure or a foreclosure through the public trustee, of a Mortgage, as defined in this Declaration, encumbering such portion of the Annexable Property, or any deed in lieu of foreclosure of any such Mortgage; provided, however, that, notwithstanding the foregoing, the term "Annexing Deed" shall, without limitation, not include (i) any deed from the Declarant of any portion of the Annexable Property to another party if such deed shall expressly refer to this Declaration and state that such deed shall not constitute an Annexing Deed for the purposes hereof, or (ii) any bona fide Mortgage encumbering all or any portion of the Annexable Property, provided that, as is more particularly provided above, a deed made in connection with, or in lieu of, a foreclosure of such Mortgage shall constitute an Annexing Deed for the purposes hereof.

1.4 "Annexed Property" shall mean and refer to, as of any particular time, those portions of the Annexable Area, as hereinafter defined, which, pursuant to the provisions hereinafter set forth, have been submitted to or annexed to this Declaration by an Annexing Deed. As of the time of recording this Declaration, no portion of the Annexable Property has been submitted to this Declaration or been annexed. Accordingly, No portion of the Annexable Area yet constitutes Annexed Property. The term "Annexed Property" shall expressly exclude any tracts or other portions of the Property deeded to Triview .

1.5 "Architectural Review Committee" (sometimes referred to as the "Committee") means the Committee that is formed by Article 6 of this Declaration.

1.6 "Articles" (sometimes "Articles of Incorporation") means the articles of incorporation of the Jackson Creek Filing No. 5 Homeowners' Association, Inc., a Colorado nonprofit corporation, which have been or will be filed in the office of the Secretary of State of the State of Colorado, as the same may from time to time be amended.

1.7 "Assessment(s)" means any assessment levied, charged, or assessed against an Owner in accordance with the provisions of this Declaration, including (but not necessarily limited to) General Assessments, Supplemental Assessments, Special Assessments and Reimbursement Assessments.

1.8 "Association" shall mean and refer to the Jackson Creek Filing No. 5 Homeowners' Association, Inc., a Colorado corporation, not-for-profit, its successors and assigns.

1.9 "Association Property" means all real and personal property now or hereafter owned by, or leased to, the Association, including any "Common Area" as defined below.

1.10 "Board" means the Board of Directors of the Association.

1.11 "Bylaws" means the Bylaws of the Association which may be adopted by the Board, as such Bylaws may be amended from time to time.

1.12 "Common Area" means any portion of the Annexed Property together with all improvements thereon (other than "Lots" as defined below) owned by the Association for the primary benefit of all Members of the Association and the Project as a whole including, without limitation, landscaped areas adjacent to public rights-of-way, landscaped areas within island and/or median areas associated with public rights-of-way, entrance areas, parking areas, trails, parks, gardens, Recreation Areas, and other personal and real property now or hereafter owned or controlled by the Association. Common Areas are subject to the terms, limitations, rules and regulations provided in this Declaration and those established by the Board from time to time.

1.13 "Declarant" means Trail Ridge Homes at Jackson Creek, LLC, a Colorado limited liability company. The term "Declarant" shall also include one or more successors in interest which have been designated in writing (which writing shall be recorded in the Records) by the then existing Declarant and who have purchased or owns all or a portion of the Property then owned by the existing Declarant.

1.14 "Declaration" means this instrument as it may be amended from time to time.

1.15 "Developer" means a Person, other than the Declarant, who purchases or owns all or a portion of the Property for purposes of subdivision, development, construction of residential living units and/or resale; provided, however, that no successor or assignee of the Declarant, including any Developer, shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in an instrument of succession or assignment or which pass by operation of law.

1.16 "Development Rights" means the rights hereby reserved by the Declarant to (i) add real estate to the Project and make subject to this Declaration any additional property; (ii) create Lots and Common Areas within the Property; (iii) further subdivide Lots or convert Lots into Common Areas; (iv) exercise such other rights reserved herein by the Declarant.

1.17 "District" shall mean and refer to the Triview Metropolitan District, as defined in Section 1.44 below.

1.18 "First Mortgage" means any unpaid and outstanding mortgage, deed of trust or other security instrument encumbering any Lot within the Project or a portion thereof recorded in the Records which is guaranteed under the Veterans Administration loan guaranty program or the Federal Housing Authority or having priority of record over all other recorded liens except those liens made superior by statute (such as, for example, general ad valorem tax liens and special assessments, mechanic's liens and the Association's lien for Assessments).

1.19 "First Mortgagee" means any Person named as a mortgagee or beneficiary under any First Mortgage, or any successor to the interest of any such Person under such First Mortgage.

1.20 "General Assessment" shall mean the Assessments levied by the Association for the purpose of covering the portion of annual costs of operating the Association, including expenses incurred in connection with any authorized function of the Association, which are to be paid by each Owner and charged to each Lot in the Project.

1.21 "General Common Allocation" means with respect to each Lot, the fractional number obtained by dividing one by the total number of Lots existing in the Project from time to time.

1.22 "Improvement" means every structure and all appurtenances thereto of every type and kind including, but not limited to, buildings, outbuildings, fixtures, utilities, patios, tennis courts, swimming pools, garages, doghouses, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, windbreaks, plantings, planted trees and shrubs, poles, signs, exterior air conditioning units, water softener fixtures or equipment, poles, pumps, wells, tanks, solar collectors, reservoirs, pipes, lines, meters, towers and other facilities used in connection with water, sewer, gas, electricity, solar energy, telephone, regular or cable television, or other utilities.

1.23 "Living Unit" or "Dwelling Unit" shall mean and refer to any structure situated upon a Lot designed and intended for use and occupancy as a residence by a single family.

1.24 "Lot" means and refers to any plot of land shown upon the Map or any other recorded subdivision map or plat affecting the Project, or any portion thereof, with the exception of the Common Area and public streets, but including all appurtenances and improvements now or hereafter located thereon, which has been annexed to this Declaration by Annexing Deed and is therefore included as a portion of the Annexed Property. The term "Lot" is synonymous with the term "unit" as defined in the Act. The total number of Lots which the Declarant reserves the right to create within the Project shall not exceed 91 Lots.

1.25 "Map" means the subdivision Replat of Jackson Creek Filing No. 5 recorded in the Records of El Paso, County on July 29, 2003, at Reception No. 203172887.

1.26 "Member" means any Person who is a member of the Association pursuant to Section 5.3.

1.27 "Mortgage" shall mean and refer to a mortgage, deed of trust, or other similar security instrument held or owned by a First Mortgagee which encumbers any Lot and/or Living Unit.

1.28 "Owner" means a Person or Persons (including Declarant or any Developer), owning a Recorded fee simple interest in a Lot from time to time. Such term shall include a contract vendee under an installment land sales contract, but shall not include (i) the vendor under such a contract; or (ii) a Person holding an interest in a Lot merely as security for the performance of an obligation (unless and until such a security holder becomes an owner in fee simple of a Lot).

1.29 "Period of Declarant Control" means that period commencing upon recordation of this Declaration and terminating no later than: (i) 60 days after conveyance of 75% of the Lots that may be created to Owners other than the Declarant; (ii) two years after the last conveyance of a Lot by the Declarant in the ordinary course of business; or (iii) two years after any right to add new Lots was last exercised. Notwithstanding the foregoing, the Declarant may voluntarily (i) terminate the Period of Declarant Control, which election shall be in the sole discretion of the Declarant; and/or (ii) surrender the right to appoint and remove officers and members of the Board before termination of the Period of Declarant Control, but in that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or the Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

1.30 "Person" means a natural individual or any other entity with the legal right to hold title to real property.

1.31 "Project" means, at any given time, such portions of the Jackson Creek Filing No. 5, that have been made subject to this Declaration from time to time.

1.32 "Property" means all of the real property described on attached Exhibit A, which real property is currently owned by the Declarant, along with any and all Improvements now in place or hereafter constructed thereon.

1.33 "Records" means the official real property records of El Paso County, Colorado; "to Record" means to file for recording in the Records; and "of Record" and "Recorded" means having been recorded in the Records, and "Recording" means the act of recording a document or instrument in the Records.

1.34 "Recreation Areas" means all Common Areas designated by Declarant as such to be held for recreational purposes for the benefit of all Members and the benefit of the Project as a whole.

1.35 "Reimbursement Assessments" means those Assessments levied by the Association pursuant to Section 5.8.7.

1.36 "Related User" shall mean any member of the family of an Owner who resides with such Owner; guests and invitees of an Owner; employees and agents of an Owner; and occupants, tenants and contract purchasers residing in a dwelling unit of an Owner on such Owner's Lot who claim by, or through, an Owner.

1.37 "Restrictions" means (i) this Declaration as amended from time to time; (ii) the "Rules and Regulations" from time to time in effect; (iii) the Articles and Bylaws of the Association from time to time in effect.

1.38 "Rules and Regulations" (sometimes "Rules") means the rules and regulations adopted by the Board pursuant to Section 5.2.8 as they may be amended from time to time.

1.39 "Security Interest" means an interest in real estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment

of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation.

1.40 "Special Assessments" means those Assessments levied by the Association pursuant to Section 5.8.6.

1.41 "Special Declarant Rights" means the rights hereby reserved for the benefit of Declarant to perform the following acts as specified in the Act and this Declaration: to complete improvements indicated on the Map; to exercise any Development Right; to maintain sales offices, management offices, signs advertising and marketing all or any portion of the Property and model homes; to use easements through the Common Areas for the purpose of making improvements within the Project or within any real estate which may be added to the Project; to make the Property subject to this Declaration; to merge or consolidate a common interest community of the same form of ownership; to appoint or remove any officer of the Association or any member of the Board during the Period of Declarant Control, and to amend this Declaration pursuant to Sections 38-33.3-205(4) and (5), 38-33.3-208(3), 38-33.3-209(6), 38-33.3-210 and 38-33.3-222 of the Act; to construct any recreation facilities; to license one or more Developers to use one or more Special Declarant Rights in furtherance of construction and development of the Property as contemplated by this Declaration; and to designate purchasers of more than two (2) undeveloped Lots as a successor Declarant.

1.42 "Subdivision" means a parcel of land which has been shown on a final and recorded subdivision plat approved pursuant to, and in accordance with, the laws of El Paso County, State of Colorado, as the same may be amended from time to time.

1.43 "Supplemental Assessments" means those Assessments levied by the Association pursuant to Section 5.8.5.

1.44 "Triview Metropolitan District" (sometimes "Triview" or "District") means the Triview Metropolitan District, a special taxing district which has the obligation by statute or contract to maintain certain areas in El Paso County, which areas may include portions of the Common Areas within the Project. Triview also has the obligation by statute or contract to provide potable water and sanitary sewer services in certain areas in El Paso County.

1.45 "Voting Member" means a Member entitled to vote pursuant to Section 5.3 hereof.

ARTICLE 2

DEVELOPMENT OF THE PROPERTY/ANNEXATION

2.1 Subdivision and Development by Declarant. Declarant has or will subdivide the Property into Lots for single-family residential development. The Declarant intends to develop some or all of such areas and, at Declarant's option, to designate areas as Common Areas, Recreation Areas, or for other purposes for the benefit of the Project. The Declarant contemplates developing the Property as a unified planned development community pursuant to the Map as the Map may be amended from time to time. The intended development of, and restrictions upon, each portion of the Property is intended to benefit each other portion and the whole thereof.

2.2 Conveyance and Acceptance of Common Areas. Declarant expressly reserves the right in the course of development of the planned community to convey to the Association, and the Association shall accept, certain areas such as open spaces and drainage ways which for any reason are not intended to be developed and/or other property or facilities which are deemed by Declarant to be most suitable as Common Areas of the Association. Unless provided otherwise in the Restrictions, all Common Areas shall be accessible to the public. The Declarant contemplates that maintenance of certain open spaces will be assumed by one or more governmental entities.

2.3 Merger. In accordance with its Articles of Incorporation, the properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association similar in corporate nature and purposes or, alternatively, the properties, rights and obligations of an association similar in corporate nature and purposes may by operation of law be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other basis as one scheme. No such merger or consolidation, however, shall effect any revocation, change, or addition to the covenants established by this Declaration within the Project except as

hereinafter provided. Such merger or consolidation shall have the assent of two-thirds (2/3) of the Owners of Lots within the Project at the time of the proposed merger and the consent of at least sixty-seven percent (67%) of First Mortgagees within the project at the time of the proposed merger.

2.4 Manner and Effect of Annexation. Portions of the Annexable Property may, from time to time, become part of and made subject to this Declaration, and thereby constitute Annexed Property for the purposes of this Declaration, effective upon the Recordation of an Annexing Deed for such portion of the Annexable Property in the office of the Clerk and Recorder of El Paso County, Colorado. Upon Recordation of an Annexing Deed for any portion of the Annexable Property as aforesaid, such portion shall thereupon, automatically and without any further action by any other party, constitute Annexed Property and such Annexed Property, and each part thereof, shall, from and after the date of such Recordation, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the Restrictions and other provisions set forth in this Declaration, for the duration thereof. Conversely, unless and until an Annexing Deed for a portion of the Annexable Property is Recorded, such portion of the Annexable Property shall not be subject to this Declaration, none of the Restrictions in this Declaration shall be construed to affect, encumber, apply to or constitute a cloud upon title to such portion of the Annexable Property, and the Owner of such portion of the Annexable Property shall not, by virtue of such ownership, be entitled to any of the rights and benefits to which Members of the Association are entitled pursuant to this Declaration. Consequently, it is the express intention of Declarant in executing this Declaration that the Restrictions and other provisions set forth in this Declaration which apply to Annexed Property shall apply to the Annexable Property, or portion thereof, only from and after the date the Annexable Property, or portion thereof, becomes Annexed Property in accordance with the foregoing provisions.

2.5 No Annexation Required; Contraction of Annexable Property. Notwithstanding any other provision of this Declaration to the contrary, nothing in this Declaration shall be construed to obligate the Annexable Property, or any portion thereof, to be made subject to this Declaration. Declarant expressly reserves the right, in its sole discretion, to make or cause the Annexable Property, or any portion thereof, to be subject to this Declaration or to determine to not make the Annexable Property, or any portion thereof, subject to this Declaration. Additionally, the Annexable Property may, in Declarant's sole discretion, from time to time be contracted to delete any portion of the Annexable Property, provided that such portion has not theretofore been made a part of the Annexed Property as provided herein, effective upon the Recordation of a written instrument, executed by Declarant, referring to this Declaration, describing such portion and declaring that such portion shall thereafter be deleted from the Annexable Property under this Declaration.

ARTICLE 3

GENERAL RESTRICTIONS/PERMITTED USES

3.1 General Restrictions. All of the Annexed Property shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.1.1 Residential and Common Areas. All of the Annexed Property (excluding any Common Area) shall be improved and used solely for residential use for single-family homes except that any Common Areas may be improved and used for active and passive recreational purposes for the primary benefit of the Owners and occupants of Lots, subject to the Restrictions. In addition, Declarant (or the Board if such authority is delegated to it by Declarant) may, in its sole and absolute discretion, permit within specific residential areas other Improvements and uses consistent with the zoning then in effect for such specific residential area. No business or commercial activity shall be carried on or within the Project other than those home occupations defined as such in the El Paso County Zoning Code, and any such home occupation shall comply with the following: All home occupation activities shall (i) be interior to a Living Unit; (ii) not generate any additional traffic; (iii) not require or generate parking of commercial vehicles; and (iv) comply with any additional Rules and Regulations that may be adopted by the Board. Nothing in this Declaration, however, shall prevent the rental of property within a residential area by the Owner thereof for residential purposes, subject to all the provisions of the Restrictions. No commune, extended family cohabitation, or similar type living arrangements shall be permitted anywhere on the Project.

3.1.2 Improvements and Use. Except as provided in this Section 3.1, no Lot shall be improved or used except as a dwelling or structure designed to accommodate no more than a single family and occasional guests,

plus a garage, fencing and such other Improvements as are necessary or customarily incident to a single-family residence.

3.1.3 Unightly Articles. No unsightly article shall be permitted to remain on any Lot or any other portion of the Project if it is visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, mobile homes, recreation vehicles, graders, trucks (other than pickups), boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment and garden and maintenance equipment shall be kept at all times (except when in actual use) in an enclosed structure or otherwise fully screened from view in a manner consistent with this Declaration, such as approved fencing and structures. Further, no repair or maintenance work shall be done on any of the foregoing, or on any automobile, other than minor emergency repairs, except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept stored or allowed to accumulate on any property except within an enclosed structure or appropriately screened from view.

3.1.4 Landscaping Requirement. At the time of, or as soon as reasonably possible following, construction of a residential structure on a Lot, but in any event no later than six months or one growing season after issuance of a Certificate of Occupancy for the residential structure, such Lot shall be suitably landscaped with grass, shrubs and trees. In addition, all such landscaping shall be subject to the approval of the Architectural Review Committee. Thereafter all grass, shrubs and trees shall be kept and maintained in an attractive, healthy, live and growing condition. All dead or diseased grass areas, shrubs and trees shall be promptly removed and replaced with suitable replacement landscaping. All landscaping plans should utilize xeriscaping techniques, unless otherwise approved by the Architectural Review Committee. No artificial plants or artificial flowers shall be placed on the Lot as exterior landscape materials. Artificial grasses may be used, but are subject to the sole discretion of the Architectural Review Committee. The Rules will further define the types of landscaping.

3.1.5 Antennas/Satellite Dishes/Generators/Playground Structures. Except for any which may, at Declarant's option, be erected by Declarant, no exterior radio or television antenna, satellite dish, aerial or other reception/receiver device, nor any playground structure, shall be erected or maintained on the Project without the prior written approval of the Architectural Review Committee. The location of all such devices shall be subject to the prior written approval of the Architectural Review Committee. No wind-powered electrical generators shall be permitted.

3.1.6 Insurance Rates. Nothing shall be done or kept on or at the Project which will increase the rate of insurance on any Association Property without the approval of the Board, nor shall anything be done or kept on or at the Project which would result in the cancellation of insurance on any Association Property or which would be in violation of any law.

3.1.7 No Further Subdividing. No Lot or Common Area shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Review Committee; provided, however, that when Declarant is the Owner thereof, Declarant may, subject to C.R.S. §§ 38-33.3-212 and 38-33.3-213, further divide and subdivide and/or reconfigure any Lot or Common Area and convey any easement or other interest less than the whole, all without the approval of the Architectural Review Committee. Further, nothing contained herein shall be deemed to require the approval of the Architectural Review Committee for the transfer or sale of any Lot, including Improvements thereon, to more than one person to be held by them as tenants in common or joint tenants, or for the granting of any First Mortgage for the sale or transfer of any Lot or Common Area pursuant to the terms of any First Mortgage or by way of a deed in lieu of foreclosure thereof. No Owner shall have the right to partition or seek partition of the Common Area or any Lot.

3.1.8 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any part of the Project, and no odors shall be permitted to arise therefrom so as to render the Project or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property or to its occupants. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices (other than security and emergency devices used exclusively for security and emergency

purposes) shall be located, used or placed on the Project without the prior written approval of the Board or the Architectural Control Committee.

3.1.9 Repair of Buildings. No Improvement constructed upon any land within the Project shall be permitted to fall into disrepair, and each such Improvement shall be kept at all times in good condition and repair and adequately painted or otherwise finished by the Owner (including Association) thereof.

3.1.10 Improvements and Alterations. There shall be no construction (other than repairs pursuant to Section 3.1.9 above), excavation or alteration which in any way alters the exterior appearance of any Improvement, or removal of any Improvement, without the prior approval of the Architectural Review Committee.

3.1.11 Violation of Restrictions. If any Owner or Developer or their respective family, guests, licensees, lessees, invitees, agents or employees violates the Restrictions, the Board may invoke any one or more of the following remedies: (i) impose a fine upon such Developer or Owner for each violation; (ii) cause the violation to be cured and charge the cost thereof to such Developer or Owner as more particularly described in Article 4 below; and (iii) obtain injunctive relief against the continuance of such violation. Before invoking any such remedy, the Board shall give such Developer or Owner notice (as provided in Section 9.2) except that the Board may immediately suspend the right to use any Recreation Area, or other Common Area facility by any Developer or Owner and their respective family, guests, licensees, lessees, and invitees without notice for any period during which any Assessment owed by such Developer or Owner is past due and unpaid. Each Owner shall be liable to the Association for any damage to the Common Area (including any Recreation Area) caused by the negligence or willful misconduct of the Owner or such Owner's family, guests, pets, tenants or invitees.

3.1.12 Drainage. There shall be no interference with the established drainage patterns over any property within the Project, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Review Committee. Neither the Declarant nor its successors or assigns shall be liable for any loss of, use of, or damage done to, any shrubbery, trees, flowers, Improvements, fences, walks, sidewalks, driveways, or buildings of any type or the contents thereof on any Lot caused by any water levels, rising waters, or drainage waters.

3.1.13 No Hazardous Activities. No activities shall be conducted on or within the Project and no Improvements shall be constructed on or within the Project which are, or might be, unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon or within the Project and no open fires shall be lighted or permitted on or within the Project except in a contained barbecue unit while attended and in use for cooking purposes or within a safe interior fireplace.

3.1.14 No Temporary Structures. No tent or shack or other temporary building, improvement or structure shall be placed upon or within the Project; provided, however, that temporary structures necessary and appropriate for sales activities, construction activities, and office space for marketing personnel, architects, builders and foremen may be maintained with the prior approval of the Declarant or Architectural Review Committee as appropriate. No sales offices, management offices or model homes may be present on or within the Project without the prior consent of the Declarant or the Committee and shall be maintained in strict compliance with any restrictions of the Declarant or the Committee.

3.1.15 No Mining and Drilling. No portion of the Project shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth; provided, however, that Declarant or the Association may, by appropriate written permit, grant, license, or easement agreement, allow the drilling of wells and the installation of infiltration galleries for the extraction of water.

3.1.16 Vehicles. In addition to the provisions of Section 3.1.3, the use of all vehicles including, but not limited to, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, wagons, sleighs and snowmobiles, shall be subject to the Rules and Regulations and/or any architectural rules, standards or criteria issued by the Architectural Review Committee pursuant to Article 6 of this Declaration. The Rules and Regulations and architectural rules, standards or criteria may prohibit or limit the use thereof within specified parts of the Project and may also provide parking and storage regulations