

Exhibit "C"

THE VILLAS

ARCHITECTURAL RULES

Footnote:

Per 2nd Amendment filed in the Tarrant County Clerks Office on 04/04/2003, instrument No. D203117072, and Item 13, Exhibit C, Architectural Rules and Exhibit D, Rules and Regulations, are made a part of the Declaration and a part of Article XVII, Section 17.4 Exhibits and shall be a supplement to replace Exhibit C, The Resort Architectural Rules and Exhibit D, The Resort Rules and Regulations, **ONLY FOR (GCV) GOLF COURSE VILLAS LOTS.** This Exhibit C being specific to the Villas within the The Resort at Eagle Mountain Lake.

TABLE OF CONTENTS

| | PAGE |
|---|------|
| SECTION I | |
| DEFINITIONS | 1 |
| 1.1 "Architectural Rules" | 1 |
| 1.2 "Improvements" | 1 |
| SECTION 2 | |
| APPLICATION REQUIREMENTS | 1 |
| 2.1 Application Required For All Improvements | 1 |
| 2.2 Application Required For Maintenance | 1 |
| 2.3 Submit Application In Advance of Meeting | 2 |
| 2.4 Approval Period | 2 |
| 2.5 Architectural Approval Before Submission to Governing Authority | 2 |
| 2.6 Application Fee Required | 2 |
| 2.7 Architectural Design | 2 |
| 2.8 View Blockage | 2 |
| 2.9 Time Schedule For Construction | 2 |
| 2.10 Architectural Plans | 3 |
| 2.11 Landscape Plans | 3 |
| 2.12 Engineering And Code Requirements | 4 |
| 2.13 Building Permits Do Not Constitute Approval | 4 |
| 2.14 Contractor Assistance | 4 |
| 2.15 Conflicts of Interest | 4 |
| 2.16 Rescinding Approval | 4 |
| 2.17 Deviations From The Rules | 4 |
| 2.18 Amendments To Rules | 4 |
| SECTION 3 | |
| REQUIREMENTS AFTER APPROVAL | 4 |
| 3.1 No Construction Without Approval | 4 |
| 3.2 Approval and Building Permits Must Be Posted | 5 |
| 3.3 Approval Conditioned on Signed Construction Agreement | 5 |

| | | |
|-----|----------------------------------|---|
| 3.4 | Approval Lapses After Six Months | 5 |
| 3.5 | Notice of Completion | 5 |

SECTION 4

| | | |
|---------------------------------|--|---|
| GENERAL CONDITIONS FOR APPROVAL | | 5 |
| 4.1 | Improvements Limited To Owner's Lot | 5 |
| 4.2 | Building Permits | 5 |
| 4.3 | Owner Liable for Damage | 5 |
| 4.4 | Inspections | 5 |
| 4.5 | Insurance | 6 |
| 4.6 | Indemnity | 6 |
| 4.7 | Approval of Nonconforming Improvements | 6 |
| 4.8 | Waiver of Liability | 6 |

SECTION 5

| | | |
|----------------------------|--|----|
| ARCHITECTURAL RESTRICTIONS | | 6 |
| 5.1 | Building Materials | 6 |
| 5.2 | Minimum Floor Area | 6 |
| 5.3 | Air Conditioning Units | 6 |
| 5.4 | Alteration of Common Area | 7 |
| 5.5 | Awnings | 7 |
| 5.6 | (Blank) | 7 |
| 5.7 | Decks | 7 |
| 5.8 | Fencing and Walls | 7 |
| 5.9 | Flag Poles | 8 |
| 5.10 | Garages and Driveways | 8 |
| 5.11 | Landscaping | 8 |
| 5.12 | Mailboxes | 9 |
| 5.13 | Outdoor Lighting | 9 |
| 5.14 | Retaining Walls | 9 |
| 5.15 | Painting | 9 |
| 5.16 | Patio Covers | 9 |
| 5.17 | Playground Equipment | 9 |
| 5.18 | Pools | 9 |
| 5.19 | Restricted Construction In Flood Hazard Area | 9 |
| 5.20 | Roofing | 10 |
| 5.21 | Setbacks and Height Limitations | 10 |
| 5.22 | Shoreline Alterations | 10 |
| 5.23 | Skylights | 10 |
| 5.24 | Solar Heating | 11 |
| 5.25 | Statues, Fountains, & Artwork | 11 |
| 5.26 | Weed Control | 11 |
| 5.27 | Window Guards | 11 |

SECTION 6

| | |
|---------------------------------------|----|
| RESTRICTIONS ON CONSTRUCTION | 11 |
| 6.1 Working Without Approval | 11 |
| 6.2 Construction Hours | 11 |
| 6.3 Construction Debris | 11 |
| 6.4 Cement Work | 11 |
| 6.5 Protection Of Street And Sidewalk | 12 |
| 6.6 Construction Hazards | 12 |
| 6.7 Security | 12 |
| 6.8 Hydrant Hoses | 12 |
| 6.9 Utility Lines | 12 |
| 6.10 No Open Fires | 12 |
| 6.11 Street Maintenance | 12 |

SECTION 7

| | |
|--------------------------------------|----|
| RULES ENFORCEMENT PROCEDURES | 12 |
| 7.1 Owner Responsible for Compliance | 12 |
| 7.2 Complaints Must Be in Writing | 12 |
| 7.3 Complaints Available for Viewing | 13 |
| 7.4 Enforcement | 13 |
| 7.5 Hearing Procedures | 13 |
| 7.6 Attorneys' Fees | 14 |

The Villas Architectural Rules

The Board of Directors, along with the ARC, desires to maintain high standards of community living and a community of which you may be proud. Your cooperation will be greatly appreciated and will serve to enhance the quality of life with The Resort and The Villas.

These Architectural Rules are hereby made a part of the Declaration of The Resort and charges the ARC with the responsibility for reviewing and approving plans for new homes, and alterations and improvements to existing homes. The purpose of this charge is to preserve the architectural integrity, pleasant environment and congruous appearance of The Villas.

NOTE: Any information furnished by builders, contractors, sales personnel, employees or committee members which is inconsistent with these Rules should be disregarded. If you have any questions regarding information contained in these Rules, please contact the ARC or the Declarant.

SECTION I DEFINITIONS

The following terms shall have the meanings as set forth below. All other capitalized terms used herein shall have the meanings assigned to such terms in the Declaration.

1.1 **"Architectural Rules"** shall mean those rules and guidelines adopted by the ARC.

1.2 **"Improvements"** shall mean any additions, changes, modifications or alterations to any part of a property. This includes, but is not limited to, modifications or changes to landscaping, colors of paint, installing or altering fences, driveways, screen walls, steps, decks, spas, hot tubs, lap pools, windows and doors, vents, mailboxes, hedges, trees and shrubs, antennas, patios, patio covers, balconies, awnings, garage doors, permanent barbecues, flag poles, outside lights, solar panels, wind vanes, external air conditioning equipment, water softeners, etc. All Improvements require approval by the ARC.

SECTION 2 APPLICATION REQUIREMENTS

2.1 **Application Required For All Improvements.** If you plan to add, change, modify or alter any part of your property which is visible from a neighboring property, the street, or the Lake, you must submit to the ARC an application with two (2) sets of professionally prepared plans along with appropriate fees and deposits.

2.2 **Application Required For Maintenance.** Repairs and routine maintenance that do not alter the appearance of existing structures still require an application but no fee or deposit

is required. Major repairs or complete replacement of a structure requires an application and conformity to current architectural standards.

2.3 Submit Application In Advance of Meeting. All applications must be submitted in complete form not less than one week prior to the next meeting of the ARC. Submit completed application with plans and the required fee/deposit to the ARC.

2.4 Approval Period. Owners should allow 30 days from the ARC's first scheduled meeting date following submission of the plans for the Architectural review process. The ARC may reject plans or require revisions. However, if the ARC fails to take any action to approve, disapprove, or request additional information or modifications within 5 days, the plans shall be deemed approved.

2.5 Architectural Approval Before Submission to Appropriate Governing Authority. All plans must first be approved in writing by the ARC before being submitted to the appropriate governing authority(ies) for review. Contractors may not be scheduled before plans are approved by the ARC and all other required authority(ies).

2.6 Application Fee Required. No application or plan will be processed without an application fee in the amount of Seven Hundred dollars (\$700.00). The application fee covers the cost of reviewing your plans by the ARC as well as a licensed architect and is non-refundable. Applications are available from the ARC.

This section was deleted in its entirety & replaced with new language. See 2nd Amendment

2.7 Architectural Design. Careful attention must be given to aesthetic and functional consideration of any design submitted in order to achieve a quality of architectural and landscape design that will enhance and be compatible with the entire community. The following are particularly important:

- a. **Architectural Integrity.** Variety and individuality within the scope of the existing architectural character of the neighborhood.
- b. **Appearance From All Angles.** View from the water is important as well as views from neighboring properties and view from the street.

2.8 View Blockage. The Resort's CC&R's do not provide for the protection of existing or future views from any lot. Therefore, the Association has no legal duty to preserve or protect the views of any Owner. However, as a courtesy to neighbors consideration should be given to, wherever possible, lessening the impact any improvements may have on the views of neighboring properties.

2.9 Time Schedule For Construction. The Owner must provide a time schedule for the completion of construction as a part of the original plans submitted. The time schedule for commencement of construction and completion must be in accordance with Section 4.3(c) of the Declaration. The owner shall diligently proceed with the work so that all work is completed as required in said Section 4.3(c).

2.10 Architectural Plans. Preliminary drawings may be submitted for review and approval to the ARC before final working drawings are made. Two sets of drawings are required for each submission. When final approval is granted, one set will be retained by the ARC and one set will be returned. Preliminary and final working drawings must contain the following information:

- a. **Plot Plan.** Plans must be drawn to scale of $1/8" = 1'$ and show the layout of the lot with all appropriate dimensions, a north arrow, the top and toe of all slopes, building outlines, roof outline, driveways, walks, fences (including heights), patio areas, pools and other site improvements, top of original pad (rear yard), etc. NOTE: Existing improvements must be marked as "existing" and house locations on adjacent properties must be shown on the drawing.
- b. **Floor Plans.** Floor plans must be drawn to a scale of $1/4" = 1'$ showing overall dimensions and area of building in square feet.
- c. **Roof Plans.** The roof plan must indicate the pitch and roof materials.
- d. **Exterior Elevations.** Plans must show exterior elevations at a scale of $1/4" = 1'$, showing doors and windows and indicating all materials used on exterior, including planters, gates, chimneys and fences. Indicate roof pitch and height above natural grade at highest point above referenced grade. Also, indicate height of wall at zero lot line, above adjacent grade.
- e. **Drainage.** Lot drainage must be shown with respect to its overall drainage in the addition and must be submitted to the ARC at the time of submission of the Architectural Plans.
- f. **Paint Colors.** Two color samples (at least 2 square inches) of all colors which are to be used on the exterior of buildings, fences, walls, planters, walks, etc. must be submitted with the application.
- g. **Professionally Prepared.** Plans must be professionally prepared and a perspective sketch for design clarification may be required.

2.11 Landscape Plans. Two sets of landscape plans may be submitted with working drawings, specifications and colors. Plans must be drawn to scale of $1/4" = 1'$ and contain the following information: (i) plant species (common names), (ii) placement (note existing structures, trees, shrubbery and improvements as "existing"), (iii) sizes, i.e., 5 gallon, 24" box, etc., (iv) irrigation system, and (v) any other landscape detail that does not appear on the architectural plans. Trees with an expansive root system are not allowed in side yards near the privacy wall because the roots could damage the foundation. Trees to be planted on any lot must be a type, size and variety approved by Declarant. A list of approved trees will be available from

the Declarant and no trees, except those which are approved by Declarant in writing shall be permitted.

2.12 Engineering And Code Requirements. Plans and specifications approved by the ARC are not approved for engineering design or building code specifications. Owners submitting plans for review by the ARC assume full responsibility and liability for ensuring compliance with applicable building codes, ordinances and specifications. The ARC only approves or rejects submittals in keeping with the aesthetic value of The Resort and conformance with these Architectural Rules.

2.13 Building Permits Do Not Constitute Approval. Despite any approvals given by the ARC, the Owner must separately obtain all appropriate building permits from the appropriate governing authority(ies). However, obtaining building permits does not constitute approval by the ARC nor does approval by the ARC constitute a waiver of any requirements of applicable governing statutes--these are two separate procedures and both must be conformed to.

2.14 Contractor Assistance. A contractor and/or architect may accompany an Owner to an ARC meeting upon scheduling with the ARC to assist the Owner if the Owner so desires.

2.15 Conflicts of Interest. Any ARC Member or Board Member who is deemed to have a personal interest in a submission cannot take any part in the decision making process. Furthermore, any comments by a ARC Member or Board Member outside of a formal meeting will not be construed as an approval.

2.16 Rescinding Approval. The ARC has the right to rescind its approval if (i) the work is not done in accordance with the documentation submitted and approved by the ARC, (ii) the work has not received appropriate governmental approvals, or (iii) the ARC determines that such work will be significantly adverse to the interests of the Association.

2.17 Deviations From The Rules. The ARC reserves the right to grant certain deviations from the Architectural Rules. However, such deviations do not constitute a waiver of any Rule nor does it entitle any subsequent application to make nonconforming improvements.

2.18 Amendment To Rules. The ARC has the right to amend these Architectural Rules at any time without prior notice. Such amendments shall be binding. As a result, you must contact the ARC to obtain the most recent Rules.

SECTION 3 REQUIREMENTS AFTER APPROVAL

3.1 No Construction Without Approval. Final working drawings and specifications must be approved by the ARC before any improvements may be undertaken. All approvals must be in writing. Starting construction without approval can result in significant fines, loss of gate privileges (i.e., construction workers and materials will be turned away at the gate), and legal action.

3.2 Approval and Building Permits (if applicable) Must Be Posted. The approved architectural submittal form as well as all applicable permits must be posted on the Owner's garage clearly visible from the street until the final inspection.

3.3 Approval Conditioned on Signed Construction Agreement. All approvals shall be conditioned on the signing of a construction agreement provided by the ARC. Failure to sign the agreement prior to the commencement of construction shall render the approval null and void.

3.4 Approval Lapses After Six Months. All approvals of plans for new work or alterations to existing structures shall be for six months from the date of approval. If work is not started before the expiration of this period, or if the property is sold, the approval automatically lapses and plans must be resubmitted for approval.

3.5 Notice of Completion. When the work is complete, the Owner must notify the ARC for inspection by the ARC. If the work conforms to the approved plans, the ARC will sign-off on the project. After sign-off by the ARC, the Deposit (less any costs for clean-up or repairs by the Association) will be returned to the Owner within 30 days.

SECTION 4 GENERAL CONDITIONS FOR APPROVAL

4.1 Improvements Limited To Owner's Lot. All improvements are limited to the Owner's lot. It is the Owner's responsibility to verify the location of his or her lot lines and to observe all appropriate set backs as well as take into account any easements which may burden the lot.

4.2 Building Permits. Prior to the commencement of construction, all applicable building permits must be obtained from appropriate governmental agencies. Approvals given by the ARC in no way relieve the Owner from complying with all governing governmental statutes, ordinances, and regulations.

4.3 Owner Liable for Damage. Any damage caused by the Owner or his subcontractors, agents, employees or invitees to common areas or to the separate interests or personal property of others is the Owner's responsibility. If the damage is not repaired in a timely manner, the Association has the right to make the repairs and specially assess the Owner and/or take legal action against the Owner. If the Owner fails or refuses to pay the special assessment, the Association shall have the right to suspend construction, lien the Owner's property and exercise any other remedy provided for in the CC&R's or by law.

4.4 Inspections. The ARC has the right to periodically inspect the work and will conduct a final inspection before releasing the Deposit. Construction will be halted if inspections are not allowed. Such inspections or lack of inspections by the ARC do NOT relieve Owner from

his duty to comply with the (i) CC&Rs, (ii) plans approved by the ARC, and (iii) all applicable building and fire codes.

4.5 Insurance. All contractors and subcontractors must be licensed and carry appropriate amounts of Worker's Compensation Insurance, General Liability and Property Damage Insurance.

4.6 Indemnity. The consent of the ARC to improvements shall not give rise to any liability on the part of the Association, the ARC, or its representatives.

4.7 Approval of Nonconforming Improvements. Existing nonconforming improvements do not constitute a basis for granting approval of any new nonconforming improvements. The approval by the ARC of any plans, drawings or specifications for any work done or proposed or for any other matter requiring the approval of the ARC shall not constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.

4.8 Waiver of Liability. Neither the ARC nor the Association or its officers, directors, agents or employees shall be liable for any damage, loss, or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (iii) the development of any property within the Project, or (iv) the execution and filings of Notice of Non-Compliance.

SECTION 5 ARCHITECTURAL RESTRICTIONS

5.1 Building Materials. The total exterior wall area (as used herein the term "total exterior wall area" shall include first and second stories and shall exclude only windows, doors and gables) of each building constructed or placed on a Lot must be constructed 100% of brick, stone, or other masonry material approved by the ARC.

5.2 Minimum Floor Area. The total air-conditioned living area of the main residential structure constructed on each Lot, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be not less than 1,600 square feet for single story lots and 1,800 square feet for two-story structures, or the minimum habitable floor area as specified by Tarrant County or the governing entity or entities having jurisdiction over same, whichever is the greater.

This section was deleted in its entirety & replaced with new language. See 2nd Amendment

5.3 Air Conditioning Units. The ARC shall approve location of air conditioning units and condensers. The ARC shall approve types of air conditioning units and condensers so that the ARC can evaluate the aesthetics and noise and vibration resulting from their operation. Size and height of units should be shown on elevation drawings.

5.4 Alteration of Common Area. No owner shall, whether at his or her own expense or otherwise, do, make or suffer any alteration, addition or modification to any portion of the Common Areas.

5.5 Awnings. Retractable canvas awnings shall be approved on an individual basis by the ARC. A fabric color sample and sketch must be submitted. The use of bamboo, plastic or metal sun shades are NOT allowed, nor is reflective/mirror tinting.

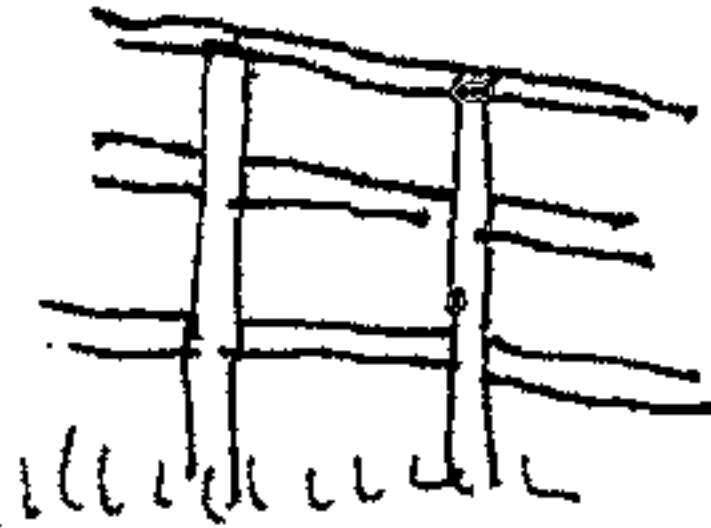
5.6 (Intentionally left Blank)

5.7 Decks. Decks, swimming pools, and jacuzzi tubs are subject to ARC approval.

5.8 Fencing and Walls.

- a. ***Golf Course Lots.*** All Lots that are adjacent to the golf course, lake and/or canals must have wrought iron fencing. The wrought iron fencing must be the type, quality and style approved by the ARC, must be consistent throughout the entire Resort, and must be painted with an oil-based, semi-gloss black paint. The fencing along the entire rear property line and twenty feet (20') along each side property line (measured from the rear property line and continuing toward the house) must be wrought iron. All of such lots must have wrought iron fencing between the house and the side property line so that the view of the golf course from each street within The Resort shall not be obstructed. Except as specifically permitted hereby or as otherwise permitted by the ARC, no wood fence, cyclone fence, dog run or other fence shall be permitted on any part of any Lot which has wrought iron fencing. The purpose of having wrought iron fences is to maintain a visibility corridor to and from each side. Therefore, no fence, trellis or privacy screen of any type shall be placed on or near any wrought iron fence in any way which will obstruct the visibility through the fence from either side, however, landscaping which is not intended to obstruct the view of the golf course, lake or canals is permitted. Fences may not be painted without the approval of the ARC. Affixing anything to a fence in any manner that is visible to any neighbor or other person within The Resort without the prior written consent of the ARC is prohibited. Fences separating properties shall not extend into any front yard. (See detail illustration for reference only)

See 2nd Amendment for insertions and deletions to sub sections (s), (b) & (c).



5.9 Flag Poles. Permanently installed flagpoles must have a metal, metallic, baked or electrostatic precipitated finish. Natural metal colors, black, and white finishes are acceptable. Owners will be cited for improperly maintained flags. Large flags must either be lowered or replaced with small flags during high wind conditions.

5.10 Garages and Driveways. Every residence is required to have a garage with a capacity for not less than two automobiles. Garages may not be converted to other uses that would result in less than two parking spaces. Except as otherwise permitted by the ARC, all garages on GCV lots must be straight-in garages or swing front garages. Carports are not permitted.

5.11 Landscaping. Every site on which improvements have been made shall be landscaped according to approved plans and maintained thereafter in a well-kept condition. Landscaping approved by the ARC shall be commenced within 30 days and completed within 90 days after approval. All planted areas shall be provided with an underground irrigation system adequate to sustain normal growth.

- a. ***Groundcover for Lots facing Golf Course, Lake and Canal.*** Rear yard landscaping design of all lots that are adjacent to the golf course shall not deviate from the Community-Wide Standard of The Resort. Grass is the only groundcover permitted along the golf course so as to provide continuity of appearance between properties.
- b. ***Pre-Approved Trees.*** Trees to be planted on any lot must be a type, size and variety approved by Declarant. Each GCV lot shall have a minimum of two (2) three inch (3") caliper trees. A list of approved trees will be available from the Declarant and no trees, except those that are approved by Declarant in writing shall be permitted.

5.12 Mailboxes. All mailboxes erected within The Resort must be in compliance with all requirements of the U.S. Post Office. Additionally, mailboxes on all lots must be constructed of masonry material of the same type as that primarily used on the exterior residence located on such lot. The masonry portion of each mailbox structure facing the street must include a cast-stone plaque with the house number engraved thereon. The cast-stone plaques for all mailboxes must be consistent throughout The Resort. All mailboxes must be located at curbside on the inside radius of the drive approach.

5.13 Outdoor Lighting. U.L. approved low-voltage lighting systems are strongly recommended. Transformers must be concealed wherever possible. Cables must either be buried or concealed within the walls of a structure.

5.14 Retaining Walls. All retaining walls required to be constructed within The Resort (whether same are side yard, rear yard, sea wall, or otherwise) must consist of a masonry material and color approved by the ARC. Once approved, all retaining walls must be uniform throughout the entire Resort. The party making the cut requiring a retaining wall shall be required to construct the retaining wall at its expense. In no event shall railroad ties be permitted for use as retaining walls.

5.15 Painting. No paint colors other than those specifically approved by the ARC shall be permitted. Cleaning of brushes, rollers, spray guns, or any other equipment used for painting which results in residue entering the street gutters or sewers of The Resort is prohibited.

5.16 Patio Covers. Patio covers and the material from which they are constructed are subject to the prior approval of the ARC. Temporary free-standing sun shelters are permitted. Free-standing sun shelters which are set up or installed for more than five (5) consecutive days or on a continuing regular basis other than holiday weekends are not permitted without the prior approval of the ARC.

5.17 Playground Equipment. No playground equipment is permitted on decks or in the front, side or rear yard of any lot which is adjacent to the golf course.

5.18 Pools. Swimming pools and pool decks shall meet all the requirements and must be approved by the ARC. Pool equipment must be located and screened in an area approved by the ARC so that it will not be visible from neighboring properties, any street or the golf course. The ARC may additionally require sound baffling around the equipment should it be deemed necessary to dampen sound resulting from equipment operation or vibration. Time clocks to regulate pool equipment shall be set so that no equipment/ motors, etc. are operating after 10:00 p.m. or before 8:00 a.m. The ARC may require an on-site inspection prior to pouring of footings or guniting. The ARC may require an inspection of the location of forms and to verify setbacks.

5.19 Restricted Construction In Flood Hazard Area. No habitable structure may be constructed or maintained within the Flood Hazard Area. The flood hazard area consists of the 100-year flood plain. The "100-year flood plain" is defined as those areas subject to the 100-year

flood according to the most recent Federal Insurance Administration Flood Insurance Rate Maps published by the Department of Housing and Urban Development or as otherwise determined by the U.S. Army Corps of Engineers. After approval by the ARC, but at the sole and absolute risk of each Owner, patio decks, swimming pools and/or other approved landscaping and recreational uses may be constructed in the flood hazard area.

5.20 Roofing. Roof coverings must have a Class "A" or "B" fire rating and must be of an architectural grade composition with a minimum 300# weight, or of slate, tile, concrete, metal, or any new product approved by the ARC, and all roofs must fit such architectural standards as otherwise required by the ARC. Wood roofs are prohibited. Composition roofs are not restricted to specific brand names, however they must be of equal or better quality and appearance as Capstone or Slateline. Other styles or qualities of composition roofs may be used only with the approval, given on a case-by-case basis, of the ARC. Z-ridges are required on all roofs. All jacks, vents, dormers, and flashing must be painted to blend in with the roof color. All roof pitches shall be at least 8/12 pitch on a single story structure and 7/12 pitch on a two-story structure. The ARC must approve the pitch of each roof.

language was added
between the 1st & 2nd
sentences.
See 2nd Amendment

5.21 Setbacks and Height Limitations. In addition to all setback and height requirements set by any county or other governing entity having jurisdiction over same, the following setbacks and height limitations must be observed:

- a. **Swing entry garage.** Structures may not be closer than twenty feet (20') from the street.
- b. **Front entry garage.** Structures and equipment, including dwelling units, garages, swimming pools and walls may not be closer than twenty-five feet (25') from the street.
- c. **0 Lot Line side.** Structures may not be closer than 0 feet (0') from the property line.
- d. **Non-0 lot line side.** Structures may not be closer than ten feet (10') from the property line.

5.22 Shoreline Alterations. Prior to construction of any landscape features (i.e., waterfalls, walks, docks, etc.) that interrupt or affect the shoreline, plans shall be submitted for approval to both the Declarant and the ARC. No work shall commence until plans have been approved in writing by both entities. Each Member whose lot abuts the Lake is required to immediately repair any erosion to the shoreline abutting his or her lot in accordance with the specifications contained in the Lake Rules and Regulations or as otherwise provided by the ARC and/or Declarant.

5.23 Skylights. Skylight framing and flashing must be painted to blend with the roof in a manner and of a color approved by the ARC.

5.24 Solar Heating. Unless otherwise approved by the ARC, the use of solar heating and the installation of solar heating equipment is prohibited.

5.25 Statues, Fountains & Artwork. No statue, fountain, waterfall, or "artwork" of any kind may be installed or displayed which will be visible from the golf course, street, or neighboring properties without the express written approval of the ARC.

5.26 Weed Control. All vacant lots shall be kept in a weed-free condition or completely landscaped, according to plans approved by the ARC.

5.27 Window Guards. No window guards or bars shall be installed on any window.

SECTION 6 RESTRICTIONS ON CONSTRUCTION

6.1 Working Without Approval. Contractors, subcontractors and vendors attempting to do exterior work that has not been approved by the ARC will be denied access until the owner files the appropriate paperwork and receives approval.

6.2 Construction Hours. Construction is limited to Monday through Friday 7:00 am. to 5:00 p.m.. No construction is permitted on Sunday or the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

6.3 Construction Debris. Trades people and residents are prohibited from sweeping, blowing or washing construction debris, oils, repair residue or any toxic or poisonous material into the street, golf course, GCV's or gutters. A plastic tarp or similar material cover must be placed on the street and sidewalk areas whenever dirt, sod, sand, cement or any other materials are used. Whenever possible, the owner's driveway rather than the street should be used for mixing materials.

6.4 Cement Work. Any concrete spills on the streets of The Resort must be cleaned immediately or to prevent stoppage within the constructed drainage. It is the owner's responsibility to ensure that contractors and their subcontractors, including redi-mix truck operators, do not allow any mixture containing cement to enter into any drainage in The Resort. Cleaning of concrete or cement handling tools or equipment that results in residue entering the street gutters or sewers of The Resort is prohibited. Either of the following procedures are recommended for cleaning redi-mix delivery chutes, mortar mixers or worker's tools:

- a. **Steel Drum For Waste.** The contractor shall provide a 55-gallon drum with a securable lid to be used on the job site. Redi-mix truck operators and other workers may then pour all liquid cement waste into the drum. At the end of the workday this drum should be securely closed and removed from The Resort.

- b. ***Shallow Hole For Washing Equipment.*** No concrete redi-mix truck may be washed in the streets. All chutes are to be washed on the building site pad. A shallow hole shall be dug in the ground (approximately 12" deep) to be used for disposal. Workers and redi-mix operators may then wash their equipment into a wheelbarrow and the liquid cement waste may be poured into the shallow hole. This will result in the water filtering down through the earth and the solidified residue may be removed the next workday.

6.5 Protection of Street and Sidewalk. A plastic tarp or similar protective material must be placed on the driveway, street or sidewalk whenever dirt, rock, sand, cement, mortar or any other material is delivered or mixed for a project. Whenever possible, the owner's driveway must be used for such work.

6.6 Construction Hazards. Appropriate barriers are required for all construction hazards.

6.7 Security. Owners must provide their own security for their work sites and each bears the risk of loss for any theft that may occur on the sites.

6.8 Hydrant Hoses. Owners are prohibited from using the Association's fire hydrants for any reason.

6.9 Utility Lines. Requests for additional phone, fax or cable lines that require a cut to streets or concrete walks must be coordinated with the ARC and the appropriate utility provider.

6.10 No Open Fires. Fires are prohibited at all times even in instances where they are protected by trash cans or other containers.

6.11 Street Maintenance. Damage to the Association's streets must be repaired in a timely fashion to the street's original condition or better. Accumulation of sand, dirt, etc., due to construction activity must be removed promptly as needed. A final street sweeping must be performed at the conclusion of construction.

SECTION 7 RULES ENFORCEMENT PROCEDURES

7.1 Owner Responsible for Compliance. All persons in The Resort must comply with the Association's Architectural Rules. The Owner shall be responsible for any Architectural violations he permits on his or her lot. The Association reserves the right to exclude any vendor or service person from entry if such person continues in violation.

7.2 Complaints Must Be in Writing. Residents may file written complaints with the ARC if they believe any member of the Association has violated The Resort's Architectural

Rules. Upon receipt of the complaint, the ARC will inspect the alleged violation and take appropriate action.

7.3 Complaints Available for Viewing. Owners shall have the right to view complaints on file with the Association but only if the complaints pertain to the Owner.

7.4 Enforcement. Violation of the Architectural Rules can result in enforcement as set out in Article IV of the Declaration and/or one or more of the following, depending on the severity of the violation:

- a. **Monetary Penalties.** Subject to the hearing procedures described below violations of Architectural Rules may result in a daily fine against an Owner until such time as the violation is corrected. Such fines shall constitute a special assessment against the Owner and are due within thirty (30) days of the issuance of the ruling. Depending on the severity and frequency of the violation, fines may vary from \$20.00 to \$1,000.00 per violation.
- b. **Suspension of Construction.** Working in violation of these Architectural Rules can result in immediate suspension of construction and the denial of entry into The Resort of construction workers.
- c. **Suspension of Privileges.** Membership privileges of an Owner and/or resident may be suspended.
- d. **Publishing of Names.** The names of residents who are in violation of the Architectural Rules may be published to the membership.
- e. **Judicial Enforcement.** The Association may take legal action for damages and/or injunctive relief.
- f. **Recording Notice of Non-Compliance.** A "Notice of Non-Compliance" may be recorded against the lot identifying the noncomplying improvement or repairs and setting forth the basis of such non-compliance.

7.5 Hearing Procedures. The levying of fines and suspension of privileges shall be subject to the following notice and hearing procedures:

- a. **Notice.** Notice shall be given either personally or by prepaid first-class mail to the most recent address as shown in the Association's records. The notice will describe the nature of the violation; the proposed penalty; the date and location of a hearing; the Owner's right to present evidence in his or her defense; and the Owner's right to representation. Such notice shall be sent at least fifteen (15) days before the proposed date of the hearing.

b. **Hearing.** The accused shall be given an opportunity to be heard, either orally or in writing, at a hearing to be held by the Board of Directors who shall hear the charges and evaluate the evidence of the alleged violation. The hearing shall be held in executive session if so requested by the person being disciplined.

c. **Notice of Decision.** After the conclusion of the hearing, the Board shall give notice of its decision by mail, which notice shall specify the Architectural Rule violated and the penalty imposed.

d. **Correction of Violation.** If the violation is corrected prior to the hearing date, the hearing will be discontinued.

7.6 Attorneys' Fees. If the Association is required to take legal action to enforce the Architectural Rules against an Owner, that Owner will be assessed for all attorneys' fees and costs incurred by the Association.