

Article X: Architectural Standards and Restrictions

Section 10.01 Purpose. In order to preserve the natural setting and beauty of the Development, to establish and preserve a harmonious and aesthetically pleasing design for the Development, and to protect and promote the value of the Development, the Sites and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article X. Every grantee of any interest in the Development, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article X.

Section 10.02 Architectural Standards Committee. The Board of Directors shall establish the Architectural Standards Committee, which shall consist of up to five (5) (but not less than three (3)) member, not including the chairperson. All the Committee members, with the exception of the chairperson, shall be Owners and may or may not be members of the Board of Directors provided that prior to the termination of Declarant's right to appoint and remove officers and directors of the Association, such members do not have to be Owners. The regular term of office for each member shall be two years with staggered terms, such that each year the board shall appoint no more than three members (or two members if the Architectural Standards Committee consists of four or less members) and no fewer than two members (or one member if the Architectural Standards Committee consists of three members). Each year of a member's term shall coincide with the fiscal year of the Association. Any member appointed by the board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the Architectural Standards Committee by the Board shall be subject to the prior approval of the Declarant until that date which is three (3) years from and after the date on which Declarant's right to appoint and remove officers and directors of the Association is terminated. The Association Board of Directors shall elect the chairperson of the Committee on an annual basis, and such person, or in their absence, the vice chairperson, shall be the presiding officer at any meeting. There shall be no limit on the Chairperson's term and the chairperson does not have to be an Owner. The Architectural Standards Committee shall meet once in each calendar month, as required, as well as upon call of the chairperson, and all meetings shall be held at such places as may be designated by the chairperson. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the Architectural Standards Committee shall constitute the action of the Architectural Standards Committee on any matter before it. The chairperson shall be a non-voting member of the Architectural Standards Committee. The Architectural Standards Committee is authorized to retain the services of consulting architects, landscape architects, urban designer, engineers, inspectors, and/or attorneys in order to advise and assist the Committee in performing its functions set forth herein. Each member of the Architectural Standards Committee may be paid a stipend or honorarium as from time to time determined by the Board.

Section 10.03 Permitted Improvements. No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any Site or any part of the Development, except (i) for Dwellings and other improvements which are constructed by Declarant, (ii) such improvements as are approved by the ASC in accordance with this Article X, or (iii) improvements which pursuant to this Article X do not require the consent of the ASC.

Section 10.04 Architectural Approval. To preserve the architectural and aesthetic appearance of the Development, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner or Multi-Family, Neighborhood or Commercial Association, other than Declarant, with respect to the construction or exterior of any Dwelling or with respect to any other portion of the Development, including, without limitation, the constructions or installation of sidewalks, stairways, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, awnings, walls, fences, docks, wharves, bulkheads, boat slips, boathouses, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless and until three (3) copies of the plans and specifications and related data (including, if required by the ASC, a topographical and boundary survey by a licensed surveyor and a site drawing showing the location of trees of six (6) inches in diameter at a height of four (4) feet and other significant vegetation of such Site) showing the nature, color, type, shape, floor plan, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design, location, and appearance in relation to surrounding structures and topography by the ASC. The plans and specifications submitted to the ASC shall be prepared to that degree of detail, precision and completeness required for building permit issuance; and one copy of such plans, specifications, and related data so submitted shall be retained in the records of the ASC, the second copy shall be submitted by Owner to the City of Blaine, and the third copy shall be returned to the Owner or Multi-Family, Neighborhood or Commercial Association marked "approved" or "disapproved." The ASC shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. The fee initially established for such review shall be \$100.00 for each submission, and the ASC shall have the right to increase this amount from time to time. Notwithstanding the foregoing, an Owner or Multi-Family, Neighborhood or Commercial Association may make interior improvements and alterations within a Dwelling or any building or structures which it owns or maintains, without the necessity of approval or review by the ASC. The ASC shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. In connection with approval rights and to prevent excessive drainage or surface water run-off, the ASC shall have the right to establish a maximum percentage of a Site which may be covered by Dwellings, building, structures, or other improvements, which standards shall be promulgated on the basis to topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the ASC, representatives of the ASC shall have the right during reasonable hours to enter upon and inspect any Site or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefore have been approved and are being complied with. In the event the ASC shall determine that such plans and specs have not been approved or are not being complied with, the ASC shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the ASC fails to approve or disapprove in writing any proposed plans and specifications within forty-five (45) days after such plans and specifications shall have been submitted, such plans and specifications will be deemed to have been expressly approved. Upon approval of plans and specifications, no further approval under this Article X shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications, (e.g., clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the ASC upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

Section 10.05 Limit on Liability. Neither the Declarant, the Association, nor the Architectural Standards Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article X, nor any defect in construction undertaken pursuant to such plans and specifications. Similarly, no approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Without limiting the foregoing:

10.05.01 Neither the Declarant, the Association nor the Architectural Standards Committee shall be responsible or liable for any alleged or actual defective, faulty or delayed construction or any other matter recognized as a construction defect under applicable common or statutory law, whether or not as a result of (i) faulty or incorrect design or architectural plans, (ii) improper soil testing, (iii) inadequate or insufficient protection from subsoil, groundwater or earth movement or a subsidence, (iv) the construction, manufacture or assembly of any tangible property, (v) the failure to provide construction related goods or services as represented or to pay for such goods or services, or (vi) the supervision of such activities.

10.05.02 Neither the Declarant, the Association nor the Architectural Standards Committee shall be responsible or liable for any direct or indirect bodily injury, personal injury, sickness, disease or a death of any person nor for the actual, alleged, threatened inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of fungi or microbes, or the actual, alleged or threatened failure to detect, report, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to, assess the effects of or advise of the existence of any fungi or microbes.---

Section 10.06 Construction of Improvements.

(a) All buildings, structures, or other improvements (excepting sidewalks, driveways and retaining walls approved by the ASC) on or with respect to any Site shall be located only within the setback lines specified on the Site Plan or such setbacks, if any, relating to Neighborhood, Multi-Family or Commercial Areas, such as those contained in Section 2.07 of the Boundary Ridge Declaration. To assure that Dwellings and other structures will be located so that the maximum view, privacy, and solar exposure will be available to each Dwelling or structure.

Dwellings and structures will be located with regard to the topography of each Site taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the location of any other Dwellings or structures within the Development. No Dwelling or other structure shall be constructed on a Lot which has a height to roof peak exceeding thirty-five (35) feet above the average adjacent natural grade. No Dwelling or other structure shall be constructed within a Multi-Family or Commercial Area which has a height to roof peak exceeding fifty (50) feet above the average adjacent natural grade. All Dwellings constructed on Lots shall have a minimum of 1,200 square feet of living space, on the ground floor, provided that patio or cluster homes shall have a minimum of 1,000 square feet of living space. In Neighborhoods containing single family residences, such as Boundary Ridge, total impervious site development (excluding swimming pools) shall not exceed 35% lot coverage, and total building footprint (including area under all decks, and architectural projections more than 3 feet above grade with the exception of roof eaves) shall not exceed 25% of the total lot area. In addition, all Dwelling and other improvements may be subject to specific restrictions relating to Neighborhood, Multi-Family or Commercial Areas, such as those contained in Section 2.07 of the Boundary Ridge Declaration. The ASC shall be empowered to grant variances with respect to setback, lot coverage, height and bulk restrictions contained herein, or in Neighborhood, Multi-Family or Commercial Declarations, because of exceptional topographic, geologic or other extraordinary conditions, provided that such variances shall not violate local zoning or land use regulations, shall not be granted on an arbitrary basis, shall not unfairly discriminate between Owners and shall further the common purposes of the Development.

(b) No construction of improvements on any Sites shall be undertaken or conducted on any Sundays, or holidays as established by the ASC, except for (i) construction activities of Declarant, (ii) emergency situations involving the potential loss, injury, or damages to person or property, and (iii) as otherwise permitted by the ASC.

(c) An Owner shall, concurrent with its submittal of plans and specifications, deliver to the ASC either a performance and payment bond in the amount of \$10,000 or a deposit in cash or cash equivalent of \$5,000 or an amount equal to 20% of the estimated cost of improvement, whichever is lesser, which funds the ASC shall place in an interest-bearing escrow account. The bond or deposit shall be for the purpose of ensuring that all improvements, including landscaping, are constructed and completed in accordance with the requirements and procedures set forth in this Article X, including the time requirements set forth in this Section 10.06© and in Section 10.07(e) below. The exterior of any improvement permitted by this Declaration shall be completed within one year after the construction of same shall have been commenced, except where the ASC allows for an extension of time because such completion with such time is impossible or would result in great hardship to the Owner or builder thereof due to strikes, national emergencies, fires, floods, lightning, earthquakes, or other casualties. In the event Owner timely completes the improvements or landscaping and Owner has complied with all applicable requirements and procedures, the ASC upon written request from Owner, shall promptly return the bond or security deposit together with accrued interest to Owner. In the event that such improvements or landscaping are not completed within the provided periods, the ASC shall be entitled to retain any funds so held in escrow as a penalty for such failure, and such sums shall be remitted and shall be the property of the Association.

(d) Dwellings may not be temporarily or permanently occupied until the exteriors thereof have been completed. No temporary house, shack, tent, barn, or other outbuilding shall be permitted on any Site at any time, except as provided in Section 10.20 hereof and except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board, nor shall any stable, poultry house or yard, rabbit hut, or other similar yard structure be constructed or allowed to remain on any Site. During the continuance of construction by an Owner or a Multi-Family, Neighborhood or Commercial Association, the Site at all times shall be maintained in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers. Upon completion of construction, all equipment, tools, and construction material and debris shall be removed from the Site.

(e) All construction of improvements shall conform in all respects with local, state and federal land use, building, mechanical, electrical, plumbing and environmental codes and regulations, as applicable.

Section 10.07 Design Regulations – Site. To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Owner or Multi-Family, Neighborhood or Commercial Association, other than Declarant, unless and until the plans therefore have been submitted to and approved in writing by the ASC.

(a) The provisions of Section 10.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc., shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling. Such plans shall include a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the ASC shall be entitled to promulgate standards with respect to such ratios.

(b) In addition to the provisions of Section 10.18 hereof, the landscaping plan for any Sites adjacent to the golf course shall be in general conformity with the overall landscaping plan of such golf course.

(c) No hedge or shrubbery planting on any Sites or within any Common Areas shall be placed or be permitted to remain which obstructs sight-lines or otherwise in the determination of the ASC poses any hazard to safe vehicular or pedestrian traffic above or adjacent to any roads or Common Areas in the Development.

(d) Unless located within five (5) feet of a building or a recreational or parking facility, no Owner of Multi-Family, Neighborhood or Commercial Association, other than Declarant, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of

six (6) inches or more at a point of four (4) feet above ground level, without obtaining the prior approval of the ASC provided that dead or diseased trees which are inspected and certified as dead or diseased by the ASC or its representative, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Site by the Owner.

(e) All of the landscaping of Sites must be completed within ninety (90) days of occupancy or substantial completion of the improvements located thereon, whichever date shall first occur. Owners shall be responsible to maintain all Sites and to clear unsightly weeds or undergrowth as reasonably deemed necessary by the ASC even though no improvements have been constructed on the Site.

(f) The ASC shall have the authority to promulgate, alter, amend and enforce a view control plan for the purpose of providing a uniform and equitable system for the maintenance and maximum utilization of views from each Site within the Development. Such plan may obligate Owners or Multi-Family, Neighborhood or Commercial Associations to prune, trim or remove trees, shrubs or other vegetation as necessary to protect and maximize views from Sites with the Development. The expense of such required pruning shall be borne as agreed between affected parties or as determined by the ASC.

Section 10.08 Building Materials, Roof Slope. In single family Neighborhood Areas, such as Boundary Ridge, all roofs shall have no less than a minimum 4:12 slope and no more than a maximum 12:12 slope, and only 25% of the plan area of a roof may be flat. The surface color of all flat areas on a roof shall be subject to the approval of the ASC. Roof surface materials on all sloped roofs shall be natural wood shingle or shakes, or a substitute roofing material which looks like shingles or shakes in size, thickness, texture and color, from an approved list of substitutes as established by the Board of Directors of Semiahmoo Resort Association. No roof top mechanical equipment shall be allowed except flues and vent stacks less than 4" in diameter, and solar collectors and skylights (not to exceed 20% of the total roof area) mounted in the roof surface plane. Exterior wall materials shall be restricted to wood siding or wood shingles and exposed wood structural elements, provided that brick, stone and stucco accents shall be permitted. Exterior finish shall be of earth tone hues acceptable to the ASC. Natural aluminum glazing sash shall not be permitted. Foundations shall not be exposed more than six (6) inches above grade.

Section 10.09 Service Yards, Driveways and Parking. Each Site shall provide visually-screened areas to serve as service yards in which garbage receptacles, fuel tanks, gas and electric meters, mechanical equipment, and vehicles, materials, supplies, and equipment which are stored outside must be placed or stored in order to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least six (6) feet high and may consist of either fencing or landscaping and planting which is approved by the ASC in accordance with the terms of this Article X. Such service yards which are on a Lot must be enclosed and contiguous to the Dwelling. Development of each Site shall include a provision for parking of two cars per Dwelling Unit within the building setback lines, unless otherwise specified by local zoning or land use regulations. Driveway material shall be asphaltic, concrete, brick or cementious pavers. Gravel surface driveways are not permitted. Retaining walls shall be constructed from placed stone, railroad ties, or be surfaced in wood siding.

Section 10.10 Use of Lots and Dwellings in Single Family Residential Areas. Except as permitted by Sections 3.10 and 10.20 hereof, each Lot and Dwelling located within an area designated for single family residences, such as Boundary Ridge, shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by an Owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic, provided that in no event shall any Lot or Dwelling located in a single family residential area be used as the office of or storage area for any building contractor or real estate developer.

Furthermore, the operation of Recreational Amenities, including, without limitation, the charging and collecting of locker rentals, dock and boat slip fees, marina lock opening fees, and tennis court fees, as well as other related activities, shall be expressly permitted within the Common Areas and shall not be deemed to be a violation of the terms of this Section 10.10. Lease or rental of a Dwelling for residential purposes shall also not be considered to be a violation of the terms of this Section 10.10. Lease or rental of a Dwelling for residential purposes shall also not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire Dwelling and all the improvements thereon, (ii) is for a term of at least three (3) months, and (iii) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the Board of Directors. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder.

Section 10.11 Use of Multi-Family or Commercial Areas. Each Site located in a Multi-Family or Commercial Area shall be used only for such purposes as authorized upon the submittal of such Additional Property to the Terms of this Declaration. In all instances determinations of the ASC or the Board of Directors, as the case may be, shall be final with regard to permitted uses of Sites in the Development.

Section 10.12 Exterior Appearance. No perimeter or other permanent fencing shall be allowed, except with regard to maintenance areas within the Common Areas. Also, any unenclosed garages or carports must be adequately screened from street views. Further, no foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purpose, nor shall any window-mounted heating or air-conditioning units be permitted. Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other item be hung on any railing, fence, hedge, or wall. Except as otherwise provided below in this Section, all exterior lighting shall be indirect. "Indirect" shall mean having its light source shielded and not visible from adjoining Sites, Common Areas or streets. In submitting plans for approval, all proposed exterior fixtures must be indicated on exterior elevation plans. Whether indicated on plans submitted to the ASC or not, the location and type of all exterior lighting shall be subject to ASC approval. Acceptable "indirect" exterior light fixtures include recessed can or pot lights, below ground up-lighting low-louvered landscape lights and wall mounted shielded up/down lights. The ASC, in its sole discretion, may permit limited "direct" exterior lighting for use with security systems provided such systems are not triggered by movement outside the Site boundaries, or for Owners who can demonstrate unusual circumstances that warrant "direct" exterior lighting. However, in no event shall an Owner be entitled to "direct" exterior lighting that exceeds 25 watts per fixture. Mailboxes shall be consistent with criteria to be established by the ASC for the Development.

Section 10.13 Signs. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any windows, on the exterior of any improvements, or on any Sites located within the Development, without the express written permission of the ASC. Generally, each signage for Lots within single family Neighborhoods, such as Boundary Ridge, shall include one allowed sign with the Owner's last name according to size and material specifications to be established by the ASC. Notwithstanding the foregoing, the restrictions of this Section 10.13 shall not apply to Declarant. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas and within those easement areas established in Section 3.08 hereof.

Section 10.14 Antennas. No television antenna, radio receiver, or other similar device shall be attached to or installed on any portion of the Development, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Site which may unreasonably interfere with the reception of television or radio signals within the Development; provided, however, that Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, satellite signal reception or other similar systems within the Development.

Satellite dishes eighteen inches (18") in diameter or less may be allowed if unobtrusive, so as to blend with the surroundings. Approval for installation must be obtained from the Architectural Standards Committee, and if applicable, the Condominium Association, prior to placement.

Section 10.15 Security Systems. In the event that either Declarant or the Association shall install a central security system within the Development, with the capability of providing security services to each Site or Dwelling within the Development, then no Owner or Multi-Family, Neighborhood or Commercial Association shall be entitled to install or maintain any alternative security systems within a Dwelling, other than security systems which are appurtenant to and connected with such central security system, without obtaining the prior written consent and approval of the Board of Directors.

Section 10.16 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development, provided that a reasonable number of generally recognized house pets may be kept in Dwellings, subject to rules and regulations adopted by the Association, through its Board of Directors, and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Areas. Dog kennels, where authorized by the ASC, must be constructed with the long dimension contiguous to an adjacent Dwelling and shall be screened from public roadways. Pets shall be under leash at all times when walked or exercised in any portion of the Common Areas, and no pet shall be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section 10.16, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board of Directors shall have the further right, subject to Section 11.03 hereof, to fine any Owner (in an amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Site, and an Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Site. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Site and its Owner are subject.

Section 10.17 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Development, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Development, so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Development. Noxious or offensive activities shall not be carried on in any Site or in any part of the Common Areas, and each Owner, his family, tenants, guests, invitees, servants, and agents shall refrain from any act or use of a Site or of the Common Areas which could cause disorderly, unsightly, or unkempt conditions, or which could cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other portions of the Development or which could result in a cancellation of any insurance for any portion of the Development, or which would be in violation of any law or governmental code or regulation. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security and fire alarm devices used exclusively for such purposes, shall be located, used or placed within the Development. Any Owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Development shall be liable to the Association for the actual costs of removal thereof or the sum of \$25.00, whichever is greater, and such sum shall be added to and become a part of that portion of any assessment next becoming due to which such Owner and his Site are subject.

Section 10.18 Golf Course Areas. Owners of Sites adjacent to all golf course fairways and greens, as well as their families, tenants, guest, invitees and pets, shall be obligated to refrain from any actions which would distract the playing qualities of the golf course. Such prohibited activities shall include, but not be limited to, maintenance of dogs and other pets under conditions which interfere with golf course play due to their loud barking or other actions, running or walking on the fairways, picking up balls, or like interference with play.

Section 10.19 Motor Vehicles, Trailers, Boats, Etc. Each Owner or Multi-Family, Neighborhood or Commercial Association shall provide for parking of automobiles off streets and roads within the Development prior to occupancy of the Dwellings owned or maintained by such Owner or Multi-Family, Neighborhood or Commercial Association. There shall be no outside storage or parking upon any Site or Multi-Family, Neighborhood or Commercial Area or within any portion of the Common Areas (other than areas provided therefore within the Common Areas or Commercial Spaces) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper motorized camper or trailer, boat or other watercraft (other than in boat slips, boathouses, or other docking facilities), boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, the Board of Directors may at any time prohibit mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them, from being kept, placed, stored, maintained, or operated upon any portion of the Development if in the opinion of the Board of Directors such prohibition shall be in the best interests of the Development. No Owners or other occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Site or Multi-Family, Neighborhood or Commercial Area or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Section 10.20 Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale of Sites or the developing of Sites, Multi-Family, Neighborhood or Commercial Areas, Common Areas, and the Additional Property, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model Dwellings, provided that the location of any construction trailers of any assignees of Declarant's rights under this Section 10.20 shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Dwellings as model residences, and to use any Dwelling as an office for the sale of Sites and for related activities.

Section 10.21 Enforcement of Architectural Standards by ASC. In the event an Owner fails to comply with the procedures and requirements set forth in this Article X or with the orders, rules and regulations issued by the ASC under the authority granted to it under this Article X, and the ASC determines that such noncompliance is material, then the ASC shall send by registered or certified mail a written notice of noncompliance to the Owner notifying Owner of the noncompliance and requesting a written response from the Owner within fourteen (14) days advising what action the Owner will take to cure the noncompliance. If the ASC does not receive a satisfactory reply, or if the Owner fails to diligently carry out the curative actions agreed

to by the Owner and the ASC, then the ASC shall notify the Board of Directors of the noncompliance and request the Board of Directors to take appropriate actions per Section 11.03.