

ARTICLE XI

Architectural Standards

11.1 Purpose. In order to preserve the unique natural surrounding, style and quality of the Planned Community, to establish and preserve a harmonious and aesthetically pleasing design for the Planned Community, and to protect and promote the value of the Planned Community, the Lots and all improvements located thereon shall be subject to the restrictions set forth in this Article XI. Every Owner, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the provisions of this Article XI.

11.2 Architectural Control Committee. No improvements of any nature whatsoever shall be constructed, altered, demolished, removed, added or maintained upon the exterior portion of the Lot or Common Area by the Association or any Owner unless such improvements are approved by the Architectural Control Committee in accordance with this Article XI, which shall be established by the Board of Directors. The Committee shall consist of three (3) or more members appointed by the Board of Directors. The term of office for each member shall be set by the Board of Directors. The sole right and duty of the Committee is to make recommendations to the Board of Directors which shall be the sole, body for making the decisions provided under this Article. The Board of Directors upon the recommendation of the Architectural Control Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors and/or attorneys in order to advise and assist the Architectural Control Committee in performing its functions.

11.3 Construction of Improvements.

11.3.1 All buildings, structures or other, improvements (excepting sidewalks and driveways) on or with respect to any Lot and with respect to any Common Area shall be located only within applicable setback lines, if any, specified by the Board of Directors upon the recommendation of the Architectural Control Committee. Variances with respect to such setback lines may be granted in the sole discretion of the Committee. To assure that all structures will be located so that the maximum view, privacy and breeze will be available, each structure will be located taking into consideration the topography of the land, the location of the trees, vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other structures and improvements within the Planned Community.

11.3.2 The Board of Directors, upon the recommendation of the Architectural Control Committee, may require that any contractor or subcontractor for any planned improvements within the Planned Community post payment and/or performance bonds with the Board of Directors to assure that such contractor or subcontractor shall satisfactorily complete such improvements, such bonds to be in the name of the Association and to be in form and amount satisfactory to the Board of Directors. Furthermore, the Board of Directors, upon the recommendation of the Architectural Control Committee may require that an Owner place in escrow with the Board of Directors a sum of no more than Ten Thousand Dollars (\$10,000), in order to assure the completion of all improvements, including landscaping.

11.3.3 Structures 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 Lot at any time, except as otherwise provided herein or by the Board of Directors. During construction by the Association or an Owner, the Association shall require its contractors to maintain the Common Area or Lot in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers provided by the contractor. Upon completion of construction, the Association or Owner, (as the case may be,) shall cause its contractors to immediately remove all equipment, tools and construction material and debris from the Common Area or Lot on which such construction has been completed.

11.4 Landscaping Approval. To preserve the natural appearance of the Planned Community, no landscaping, grading, excavation or filling of any nature whatsoever shall be implemented and installed by the Association or any Owner unless and until the plans therefore have been submitted to and approved in writing by the Board of Directors upon the recommendation of Architectural Control Committee.

11.5 Approval Not a Guarantee. 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. Such approvals and standards shall in no event be construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Association nor the Board of Directors nor the Architectural Control Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved, nor for any defects in construction undertaken pursuant to such plans and specifications.

11.6 Signs. The Board of Directors shall establish rules regulating the type, design and usage of all signs proposed within the Planned Community. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be permitted on any Lot or maintained upon any part of the Planned Community, except identification signs installed by the Association or those approved pursuant to rules established by the Board of Directors. After initial sale, all identification signs, unless provided by the Association, must be approved by the Architectural Control Committee before installation.

11.7 Antennae. No television antenna, radio receiver or other similar device shall be attached to or installed on any portion of the Planned Community unless contained entirely within the interior of a dwelling unit or other structure, nor shall radio or television signals, nor any other form of electromagnetic radiation be permitted to originate from any Lot; provided, however, that the Association shall not be prohibited from installing, without limitation, equipment necessary for master antennae or satellite dish, security, cable television, mobile radio or other similar systems within the Planned Community.

11.8 Construction Activities. Notwithstanding any provisions or restrictions contained in this Amended and Restated Declaration to the contrary, it shall be expressly permissible for the Association and its contractors, agents, employees, successors and assigns, to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the construction and improvement of the Common Area.

11.9 Arbitration. In the event that an internal dispute may arise among the Owners, the Association, or their agents and assigns, the parties thereto may submit such dispute to arbitration using arbitrators selected in the following manner: The party bringing forth the complaint shall choose one arbitrator, the violating party shall choose one arbitrator, and the two arbitrators chosen by the respective parties shall choose a neutral, third arbitrator. The parties to the dispute are not foreclosed from bringing an action in the courts, and if they do, the final decision entered in arbitration shall be admissible as evidence. Any party may seek enforcement of the arbitration's final decision in a court of competent jurisdiction.