

TABLE OF CONTENTS

ARTICLE A HOMEOWNERS ASSOCIATION

Section 1.	MEMBERSHIP	1
Section 2.	ASSESSMENTS	1
Section 3.	PURPOSE of ASSESSMENTS	1

ARTICLE B GENERAL PROVISIONS

Section 1.	DURATION	1
Section 2.	AMENDMENTS	1
Section 3.	ENFORCEMENT	2
Section 4.	LIENS of MORTGAGES or DEEDS of TRUST	2
Section 5.	SEVERABILITY	2

ARTICLE C ARCHITECTURAL COMMITTEE

Section 1.	APPROVAL OF PLANS	3
Section 2.	MEMBERS of ARCHITECTURAL COMMITTEE	4
Section 3.	APPROVAL CRITERIA	4
Section 4.	VARIANCES	5
Section 5.	WAIVERS	5
Section 6.	RECORDS	5
Section 7.	LIABILITY	5

ARTICLE D UNIFORM RESTRICTIONS

Section 1.	LAND USE and BUILDING TYPES	6
Section 2.	LOT SETBACKS	6

Section 3.	DWELLING SIZES	7
Section 4.	SIGHT DISTANCES AT INTERSECTIONS	7
Section 5.	FENCES	7
Section 6.	PRIMARY DWELLINGS	8
Section 7.	FOUNDATIONS AND DWELLING FACINGS	8
Section 8.	SEWAGE DISPOSAL	8
Section 9.	EASEMENTS	8
Section 10.	DISCHARGE OF FIRE ARMS	8
Section 11.	OIL AND MINING OPERATIONS	9
Section 12.	NUISANCES	9
Section 13.	LIVESTOCK AND POULTRY	9
Section 14.	GARBAGE AND REFUSE DISPOSAL	9
Section 15.	SIGNS	10
Section 16.	DIVISION OF LOTS	10
Section 17.	APPEARANCE OF STRUCTURES	10
Section 18.	ANTENNAS	10
Section 19.	CLOTHESLINES	10
Section 20.	YARD LIGHTS & MAIL BOXES	10
Section 21.	LANDSCAPING	11
Section 22.	WEED CONTROL	11
Section 23.	VEHICULAR PARKING, STORAGE, REPAIRS	12

Article A - HOMEOWNERS ASSOCIATION

Section 1. Membership

For the purpose of maintaining all common community services of every kind and nature required within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract from any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Rowley Downs Homeowners Association, a non-profit corporation.

Section 2. Assessments

Such Rowley Downs Homeowners Association shall have the authority to levy uniform assessments against the owners of each lot herein described, and such assessments shall become a lien upon such lot until paid. Any changes in the amount of such assessments shall be voted on each year by a vote of 60 percent of all the members present, in person or by proxy, at a special meeting of the members called by the Board of Directors of the Rowley Downs Homeowners Association at least 30 days in advance of each assessment period.

Section 3. Purpose of Assessments

All such assessments shall be used by the Rowley Downs Homeowners for such purposes within Rowley Downs Subdivision as the Board of Directors of such Association shall determine will best promote the general improvement of the subdivision and the needs and desires of its inhabitants.

Article B - GENERAL PROVISIONS

Section 1. Duration

These amended and restated covenants are to run with the land and shall be binding on all parties and all persons claims under them for a period of 20 years from the date these covenants are recorded, after which time said covenants shall automatically extend for successive periods of ten years each.

Section 2. Amendments

These covenants may be amended in whole or in part by the owners of sixty percent (60%) of the lots signing an instrument effectuating such amendment.

Section 3. Enforcement

(a) The breach of any of these covenants or the continuance of any such breach may be enjoined or remedied by appropriate proceedings by the Association.

(b) Failure by the Association to enforce any provision contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Liens of Mortgages or Deeds of Trust

Any violation of the foregoing provisions, conditions, covenants, or subsequent restrictions, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property. But such provisions, conditions, restrictions, and covenants shall be enforceable against any portion of said property acquired by any person through foreclosure for any violation of the provisions, conditions, restrictions, and covenants herein contained occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

Section 5. Severability

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 1. Approval of Plans

Approval of the Architectural Committee is required for :

- a. All plans for the construction of buildings, private roads, driveways, fences, walls, corrals or any other structures.
- b. Plans for erecting or planting any barrier of trees or shrubbery upon any lot, including the location thereof.
- c. Changes made to any plan subsequent to the initial approval of the Architectural Committee.
- d. Any remodeling, reconstruction, alteration or addition to any building, road, driveway, other structure, or plant barrier upon any lot in Rowley Downs.

Before commencing work on any project covered in Items a. through d. above, any person or persons requesting approval must submit to the Architectural Committee, two complete sets of plans and specifications in detail. Plans must conform to all sections of Article D - UNIFORM RESTRICTIONS that pertain to any and all projects covered in Items a. through d. above.

No project shall be started that has not received written approval of the Architectural Committee or does not comply with Article D - UNIFORM RESTRICTIONS. Changes made to any plan or specification after written approval has been given must be resubmitted to the Architectural Committee for further review and written approval.

Approval of such plans and specifications shall be evidenced by written endorsement of such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot who requested approval.

The Architectural Committee shall not be responsible for any structural defects in such plans and specifications or in any building or structure erected according to such plans and specifications.

Section 2. Members of Architectural Committee

The Architectural Committee shall be composed of those persons who are, at any given time, members of the Board of Directors of the Rowley Down Homeowners Association. The act of a majority of the Architectural Committee shall be binding upon the committee, and the majority of the committee may designate a representative to act for it. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Declaration.

Section 3. Approval Criteria

The Architectural Committee shall have the right to refuse approval of any plans and specifications for structures, grading, and/or other matters for which approval is required, if in the opinion of the Committee, such plans and specifications are not suitable or desirable.

In approving or disapproving any plans and specifications, the Committee shall be entitled to take into consideration:

- Aesthetics
- Suitability of the proposed improvement
- Suitability of the materials of which it is to be composed
- Proposed location
- Harmony of the improvement with its surroundings
- Topography of the land
- Effect of the structure or improvement upon the overall appearance of the properties

Section 4. Variances

The Architectural Committee may grant reasonable variances or adjustments from any covenants, conditions and restrictions imposed by this Declaration in order to overcome practical difficulties or to prevent necessary hardships arising by reason of the strict application of this Declaration. Such variances or adjustments shall be granted only upon express findings by the Architectural Committee that the result of such variances or adjustments shall not be materially detrimental or injurious to the other property or improvements in the neighborhood and shall not be contrary to the general intent and purpose of this Declaration.

Section 5. Waivers

Approval by the Architectural Committee, or their representative, of any particular application for architectural approval shall not be deemed to constitute a waiver of the Committee's right to withhold or deny approval of any future applications or matters to which its approval or consent may be required.

Section 6. Records

The Architectural Committee shall maintain written records of all applications submitted to them and all actions taken by them. Upon reasonable notice, the records shall be available to owners for inspection during the hours of any business day.

Section 7. Liability

No members of the Architectural Committee, or representative of the Committee designated to act on its behalf, shall be liable for damages to any person submitting a request for approval or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within its jurisdiction under this Declaration.

D - UNIFORM RESTRICTIONS

Section 1. Land Use and Building Type

No lot shall be used except for residential purposes. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. The principle residential building located on each lot shall include a two, or more, car attached garage, and shall have a basement.

Section 2. Lot Setbacks

No building, shall be located, erected, placed or altered on any lot

- less than 25 feet from the front property line of any lot in the Rowley Downs subdivision.
- less than 15 feet from any side street property line.
- less than 15 feet from any building located on any other lot, provided that, in no event shall such structure be located less than 7.5 feet from any other property lot line. In determining the 15 foot separation between such structures, the location of of the first structure receiving a building permit shall exclusively control the minimum distance between it and the adjoining lot.

Section 3. Dwelli , Sizes

Ranch/Single level dwellings shall contain at least 1800 square feet of finished living area.

Bi-Level or Raised Ranch Style Dwellings shall have a minimum finished living area of 1950 square feet, with a main floor area of at least 1200 square feet.

Multi-Level Dwellings shall have a minimum finished living area of 1950 square feet, with a ground floor area of at least 1100 square feet.

Two Story Dwellings shall contain at least 2000 square feet of living area.

In determining whether a dwelling meets the minimum square footage as required, only stories or portions of stories with a grade level below that of full- sized windows shall be included. Bathrooms, storage rooms, and basements below grade level shall not be included.

Section 4. Sight Distances at Intersections

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them 25 feet from the intersection of the street line, or in case of rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any a lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 5. Fences

No fence, wall, hedge, or other barriers shall be erected or planted less than 40 feet from any front lot line, and no such fence, wall, hedge or other barrier shall exceed 6 feet in height. No chain link fences shall be constructed. A side fence may be placed on the property line and serve as a joint fence upon agreement between the adjoining property owners. Prior plan approval of the Architectural Committee is required in accordance with Section 1 of Article C.

Section 6. Primary Dwellings

Once the specifications and building plans have been approved by the Architectural Committee, the prospective builder shall proceed with construction of the primary dwelling, with the stipulation that completion occur within a maximum period of 9 months, unless a written extension of time is granted by the Architectural Committee. Under no circumstances will a detached garage or guest house be constructed until after the completion of construction of the primary dwelling on the same lot.

Section 7. Foundations and Dwelling Facings

No foundation cinderblock or poured concrete walls shall be exposed. Dwellings shall be faced with brick or stone on four sides at grade level. Wood, steel or aluminum siding is acceptable for upper stories.

No artificial stone facing, painted brick or any other manufactured product of this nature shall be allowed without the written approval of the Architectural Committee.

Section 8. Sewage Disposal

All dwellings shall use the existing public sewer system.

Section 9. Easements

Easements and rights-of-way are reserved for the purpose/s shown on the recorded plat.

Section 10. Discharge of Fire Arms

No discharge of firearms, fireworks, explosives, arrows, air rifles, BB guns, or any similar devices shall be permitted on any part of any property in the Rowley Downs Subdivision.

Section 11. Oil and Mining Operations

No operation of the following type or nature shall be permitted on any lot:

- a. Oil wells, drilling, development, or refining.
- b. Quarrying gravel.
- c. Mining of any type.
- d. Wells of any type.
- e. Septic or other tanks.
- f. Tunnels, shafts or mineral excavations.

Section 12. Nuisances

No noxious or offensive activity of any type shall be permitted on any lot which is or will become an annoyance or nuisance to the neighborhood. All unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed within a structure, including snow removal equipment, and garden or maintenance equipment, except when actually in use.

Section 13. Livestock and Poultry

No animal, livestock, insects, or poultry of any kind shall be raised, bred, or kept on any portion of the property or in the dwelling unit. Dogs, cats, and other household pets may be kept provided they are not raised, bred, or maintained for any commercial purpose. No more than two pets of any one specie shall be kept at any one dwelling unit.

Section 14. Garbage and Refuse Disposal

No lot or common area shall be used or maintained as a dumping ground for grasses, rubbish, or trash of any kind. All trash, garbage, or other waste shall be kept in receptacles that are maintained in good, clean condition and in a location not visible from any dwelling or common area (except on trash collection days). The containers shall be made of a material which does not emit excessive noise during handling.

Section 15. Signs

No advertising signs, billboards, unsightly objects, or nuisances shall be erected, altered, or permitted on any lot, except one sign no larger than 20 x 26 inches advertising the lot for sale or rent by the owner or Realtor. One lot entrance sign and/or signs used by the builder to advertise the property during the construction and sales period will be permitted providing it is of a style and design approved by the Architectural Committee.

Garage sale listings shall be limited to 48 hours, and no postings shall be permitted on the Rowley Downs entrance sign or along the roadway into the subdivision.

Section 16. Division of Lots

No lot shall be resubdivided except by written approval of the Architectural Committee.

Section 17. Appearances of Structures

All structures within the property shall be of a style and design which is harmonious with the surrounding area. In particular, in no event shall houses built from the same architectural plans with the same elevation and finishing materials be located adjacent to or directly across a street from another. All roofs may be composed of wooden shake shingles, tile, fiberglass, portland cement and wood fiber composition, man-made composite fiber products, pressure impregnated fire retardent wood shake shingles or future materials that are approved by the architectural committee.

Section 18. Antennas

No television, ham radio, or microwave antennas shall be erected. Satellite TV systems shall be fenced so that at least the lower 75% of the antennas are obscured as viewed from ground level.

Section 19. Clotheslines

No clotheslines shall be erected or maintained upon any part of the property unless they are retractable and are removed when not in use.

Section 20. Yard Lights & Mail Boxes

All lots in the property which is subject to this Declaration shall be illuminated with front yard lights in accordance with the specifications adopted from time to time by the Architectural Committee. All Mail Boxes shall be red in color, and mounted on 4"x 6" cedar posts, in accordance with established designs recommended by the Architectural Committee.

Section 21. Landscaping

Owners are encouraged to install landscaping within six months of the issuance of the certificate of occupancy for a dwelling. In no event shall the installation of landscaping take place later than 12 months after the date of the certificate of occupancy. At least 30 % of the landscaping in front of the primary residence shall be covered by a grass similar in appearance to Kentucky Bluegrass. Species of grass other than Kentucky Bluegrass, Blue Grama, Buffalo grass or Tall Fescue shall require prior approval of the Architectural Committee.

No landscaping shall include painted rock of any type. Each owner of property subject to this Declaration shall be responsible for the periodic and horticulturally correct trimming and pruning of all hedges, shrubs and trees, and shall be required to maintain all of the landscaping in a neat and attractive condition, including periodic replacement when necessary.

If any owner fails to install and maintain such landscaping in conformance with this Declaration, including any future revisions thereto, or allows the landscaping to deteriorate to a hazardous, unhealthy, unsafe or unattractive condition, the Architectural Committee, upon at least 30 days written notice to such owner, shall have the right to seek any remedies at law or in equity which may be available to correct such condition.

Section 22 Weed Control

It shall be considered unlawful and deemed a nuisance for a home owner, lot owner or tenant of said property to permit weeds to grow on such property to a height of more than 12 inches.

The home owners Board of Directors may by resolution exempt certain common ground or greenbelt areas if the Board determines that such areas are :

- * Natural Open Space
- * Natural Park
- * Conservation Areas
- * Erosion Control Areas
- * Irrigation or Drainage Ditch
Rights of Way

Section 23. Vehicular Parking, Storage and Repairs

No house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat or accessories thereto, motor driven cycle, truck (larger than 3/4 ton) self-contained motorized vehicle or other type of recreational vehicle or equipment, shall be parked or stored on the properties unless such parking or storage is done wholly within a garage or behind a privacy fence. Any such vehicle may be parked as a temporary expediency for loading, unloading, delivery or emergency. No temporary parking shall exceed over 72 hours.

This covenant shall not restrict trucks or other commercial vehicles within the properties which are necessary to, and actually being used for construction and/or for the maintenance and improvement of the common areas or lots. Once such activities are completed, all trucks and/or commercial vehicles shall be removed from such properties.

The undersigned owners of Block _____, Lot _____, hereby consent to the fourth amendment and restatement of the Declaration of the covenants, reservations and restrictions of the Rowley Downs Homeowners' Association.

State of _____)

County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1991.

WITNESS my hand and official seal

My commission expires _____

NOTARY PUBLIC

ADDRESS: _____
