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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OWL LAKE ESTATES**

THIS DECLARATION made on the date hereinafter set forth by JZM, LLC ("Declarant").

NOW, THEREFORE, the undersigned Declarant declares that the Properties are and shall be held, transferred, sold, conveyed and occupied subject to the restrictions, limitations, uses, covenants, conditions, charges and liens hereinafter set forth, and that they shall run with the land and be binding on all parties having any right, title or interest in the said Properties or any part thereof, their heirs, successors and assigns, and that they shall inure to the benefit of the Association and of each owner therein.

**ARTICLE I
Definitions**

Section 1.01. Declarant hereby declares that all of the real estate described in Exhibit A shall be held or sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real estate and be binding on all parties having any right, title or interest in the real estate or any part thereof, their heirs, legal representatives, successors, and assigns and shall inure to the benefit of each Owner thereof. Additionally, Declarant hereby submits the real estate to the revisions of the Colorado Common Interest Ownership Act, Sections 38-33.3-101 et seq., Colorado Revised Statutes, as it may be amended from time to time (the "Act"). In the event the Act is repealed, the Action the effective date of this Declaration, shall remain applicable.

Section 1.02. The "Association" shall mean the Owl Lake Estates Homeowners Association, Inc.

Section 1.03. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Owl Lake Estates.

**ARTICLE II
The Association**

Section 2.01. Authority. The business affairs of the Owl Lake Estates shall be managed by the Association, a Colorado nonprofit corporation. The Association shall be governed by its bylaws, as amended from time to time.

Section 2.02. Powers.

(a) The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Association. Unless otherwise provided, the Association in managing the business affairs shall follow the provisions of C.R.S. §38-33.3-306 through 38-33.3-310. Notice of any meeting of the Association shall be given to all owners by regular mail not less than 14 days prior to the meeting.

(b) The Association may assign its future income, including its rights to receive Common expense assessments, only by the affirmative vote of the Owners to which at least 51 percent of the votes in the Association are allocated, at a meeting called for that purpose.

Section 2.03 Declarant Control. The Declarant shall have all the powers reserved in C.R.S. §38-33.3-305(5) of the Act to appoint and remove officers and members of the Executive Board.

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Weld County CO JA Suki Tsukamoto Clerk & Recorder 46.00

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Weld County CO JA Suki Tsukamoto Clerk & Recorder 46.00

Section 2.04. Owners Shall be Members. Every Owner shall be a member of the Association and such membership shall be appurtenant to the lot giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon sale or transfer of Owner's interest in said lot and then only to the transferee of said lot.

Section 2.05. Voting Rights. There shall be one vote for each lot owned; however, when more than one person or entity is the Owner of a lot, their vote shall be exercised as they among themselves determine. The Association has the right to suspend the voting rights of an Owner if the Assessment against his lot remains unpaid for thirty days after the due date referred to in Article IV, Section 4.04, and for a period not to exceed sixty days for any infraction of its published rules or regulations.

ARTICLE III Property Rights In Common Areas

Section 3.01 Owners' Easement. Every Owner or his tenants shall have a right and easement of enjoyment in and to the Common Areas which right and easement shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:

(a) The right of the Association to suspend such easement of enjoyment in and to the Common Areas if (1) an Assessment against an Owner's lot remains unpaid for thirty days after the due date referred to in Article IV Section 4.04; and if (2) a member of the family, a guest or an invitee of an Owner or his tenant is found guilty by the Association of any infraction of its published rules or regulations, which suspension may not exceed sixty days;

(b) Such rules and regulations as may be adopted from time to time by the Board of Directors of the Association;

(c) The right of the Association to charge fees for use of the Common Areas and to limit the number of guests of members;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility provided the instrument of dedication or transfer is executed by two-thirds of the Owners.

(e) The right of the Association to borrow money for the purpose of improving the Common Areas and facilities, and in aid thereof, to encumber said property with the provision that the rights of the holder of any encumbrance shall be subject to the rights of the members of the Association as stated herein while such encumbrance is current and not in default.

Section 3.02. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas to members of his family or his tenants who reside on his lot.

Section 3.03. Use Restoration. The use of Common Areas shall be subject to the following restrictions.

(a) No use shall be made of the Common Areas which will in any manner violate the statutes, ordinances, rules or regulation of any governmental authority having jurisdiction over the Common Areas;

(b) No activity shall be conducted on any part of the Common Areas which will permanently deny free access to such areas unless an instrument is recorded which is executed by two-thirds of the Owners wherein the property is legally described and its intended use is set forth with some particularity.

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ARTICLE IV
Covenant for Assessments

Section 4.01. Creation of Association Lien and Personal Obligation to pay Common Expense Assessments. Declarant, for each lot shall be deemed to covenant and agree and each lot Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association annual and special Common Expense Assessments. Such assessments, including fees, charges, late charges, attorney fees, fines and interest charged by the Association shall be the personal obligation of the lot Owner at the time when the assessment or other charges became or fell due. The personal obligation to pay any past due sums due the Association shall not pass to the successor in title unless expressly assumed by them.

The Common Expense Assessments of the Association shall be a continuing lien upon the lot against which each such assessment is made. A lien under this Section is prior to all other liens and encumbrances on a lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien Security Interest on the lot recorded before the date on which the Common Expense Assessments sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the lot. This Section does not prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any lot shall not affect the Association's lien except that sale or transfer of any lot pursuant to foreclosure of any first lien Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the Association's lien as provided in the Act. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any lot from continuing liability for any Common Expense Assessments thereafter becoming due, nor from the lien thereof.

Section 4.02. Purpose of Assessments. The assessments levied by the Association through its Executive Board shall be used for the purposes of promoting the health, safety, and welfare of the residents in the Common Interest Community for administration, management and maintenance of all common areas and common improvements, maintenance of all internal roads including snow removal and to pay for all upkeep, repair and maintenance of all items set forth in C.R.S. §38-33.3-307.

Section 4.03. Uniform Annual and Special Assessments. Common expenses and special assessments shall be assessed against all lots except for lots owned by JZM, LLC for which a marketing effort has yet to be commenced.

Section 4.04 Determination of Annual Assessments. The Common Expense Assessment shall be made on an annual basis against all lots and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such assessment year. Common Expense Assessments may be collected in the manner as determined by the Board of Directors. Common Expense Assessments shall begin on the first day of the month in which conveyance of the first lot to a lot Owner other than the Declarant occurs. At least ninety days prior to the end of each calendar year, the Board of Directors of the Association shall determine by budget the amount of the total Assessment necessary to pay those expenses to be incurred by the Association in the following calendar year pursuant to the provisions of these covenants, and they shall divide that sum among the lots as above provided. The Association shall then give written notice of the budget thereof to each Owner by ordinary mail pursuant to C.R.S. §38-33.3-303. Simultaneously with the determination of the Assessments, the Board of Directors shall establish a "due date" for the payment of said annual Assessment, and said due date shall be specified in said notice of Assessment. The due date shall be a time no sooner than thirty days after said notice to owners is mailed.

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As an alternative, the Board of Directors may determine that said annual Assessments may be paid on an installment basis of semi-annually, quarterly or monthly and set "due dates" for each such installment, with the first due date being no sooner than thirty days after said notices of Assessment to the Owners are mailed. Said notices of assessments shall specify the appropriate due dates.

Section 4.05. Special Assessment - Procedure. In addition to the annual Assessments authorized herein, the Association may levy special Assessments for items or expenses of a special or onetime nature, including without limitation, the defraying, in whole or in part, the cost of construction of a capital item on the Common Areas, unexpected repair or replacement of a capital item, including fixtures and personal property related thereto; provided that, any such Assessment shall have the assent of a two-thirds vote of the members at a meeting to be held as hereafter provided. The procedures set forth in the Bylaws of the Association for special meetings shall be adhered to for such a meeting, except as follows:

(a) Voting shall be in person or by proxy as provided by the act; however, legal entities may designate a representative who is a principal thereof for voting purposes (ex., an officer, a partner or a venturer of a lot Owner); and

(b) The quorum at the first meeting called for this purpose shall be equal to 50% of the number of lots then within the Properties; and

(c) If a quorum is not obtained at the first meeting, a second meeting may be called for a date no later than sixty days following the first meeting, and at said second meeting the quorum requirement shall be half that required for the first meeting; and

(d) Should a lack of quorum require subsequent meetings, the sixty day requirement shall continue, but the quorum requirements shall be halved for each such meeting; and

(e) Once a quorum is obtained, the quorum requirements shall not be further reduced for subsequent meetings considering the same proposed special Assessment.

Once a special Assessment has been approved, the Board of Directors shall establish a due date(s) therefor and provide for the notices as required in Section 4.04 above; and further, the Board of Directors may permit installment payments over a period of years not exceeding five years.

Section 4.06. Effect of Non-Payment of Assessments. Any assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date thereof, shall bear interest at the rate as determined by the Executive Board and the Association may bring an action at law or in equity, or both, against any owner personally obligated to pay such overdue assessments charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's lot. An action at law or in equity by the Association against an owner to recover a money judgment for unpaid assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor. The Association shall be entitled to recover its costs and reasonable attorney fees in collecting overdue assessments, charges or fees.

Section 4.07. Working Fund. The Association or Declarant shall require the first Owner of each lot (other than Declarant) to make a non-refundable payment to the Association in an amount equal to one-sixth of the annual Common Expense Assessment against that lot in effect at the closing thereof, which sum shall be held, without interest, by the Association as a working

fund. Said working fund shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each lot, as aforesaid, and shall be maintained for the use and benefit of the Association. Such payment shall not relieve an Owner from making regular payments of assessments as the same become due. Upon the transfer of his lot an Owner shall be entitled to a credit from his transferee for any unused portion of the aforesaid working fund.

Section 4.08. Assessment Certificate. The Association shall, upon demand and upon payment of a reasonable fee not to exceed \$25.00, furnish to any person in interest a certificate in writing, signed by an officer of the Association, indicating the then current status of the annual and special Assessments. Once issued, such certificate shall be conclusive evidence of the facts stated therein.

ARTICLE V Architectural Control Committee

Section 5.01. There is hereby created an Architectural Control Committee (hereafter referred to as the "Committee") for Owl Lake Estates for the purpose of maintaining within the subdivision a homogenous style and nature of building design which is compatible with the area's physical setting.

Section 5.02. The following shall be the initial members of the committee:

John W. Zadel
Mary C. Zadel

Section 5.03. Members of the Committee shall serve terms of two years, and shall be elected by the Homeowners Association.

Section 5.04. All decisions of the Committee shall be by majority vote.

Section 5.05. No structure shall be erected or placed on any lot, nor shall the exterior of any structure be altered, until the constructions and specifications have been approved by the Committee.

Section 5.06. Prior to any construction and prior to obtaining a building permit from the Town of Firestone, each owner, at his cost, shall submit to the Committee for its approval a site plan showing the topography of the lot, the dimensions of the structure, and any existing structures on the lot; a floor plan of the structure showing the total area of the structure; and a written description of the materials to be used in the roof and exterior walls of the structure.

Section 5.07. The Committee shall approve or disapprove the proposed structure within thirty days after receipt of all materials required to be submitted to the Committee. If the Committee fails to act upon the proposal within such time, then the proposed structure may be erected without further approval, so long as it does not otherwise violate any of the covenants or restrictions contained herein. All structures shall be completed within 12 months from the date of committee approval.

Section 5.08. With the approval of the Association, the Committee may adopt additional rules and procedures as it considers necessary.

ARTICLE VI Land Use Restrictions

Section 6.01. Compliance With the Firestone Municipal Code. Each lot Owner shall be

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responsible for complying with the Firestone Municipal Code and this Declaration. Whenever a conflict exists between the two, the more restrictive provisions shall apply.

Section 6.02. Land Use. Each platted lot shall be used and occupied for residential purposes only by a single family. No more than one dwelling shall be constructed on any lot. The residence (excluding eaves, stops, overhangs, bay windows, and any other usual projections) shall not be located on any lot nearer than twenty-five (25) feet to the lot lines, nor encroach upon any utility or drainage easement.

Section 6.03. Building Type. All residences within Owl Lake Estates shall be fixed location homes constructed on the premises, and no previously constructed building or structure shall be placed on any lot. Any structure which is detached from the dwelling shall be constructed in the same architectural style and of the same external materials as the residence.

Section 6.04. Temporary Structures. No structure of a temporary character of any kind shall be used as a residence at any time, either temporarily or permanently.

Section 6.05. Building Style and Size. Dwellings may be built with basements. Each residence shall be built with a garage to be at least 650 square feet. No structure shall exceed 35 feet in height above the highest point on the lot. The minimum ground floor areas of the main structure exclusive of one-story open porches and garages, shall not be less than: Ranch style -- 1,600 square feet; Two-story -- minimum of 1,800 square feet excluding the basement; Multi-level -- any combination that totals 1,800 square feet excluding basement. The floor area square foot requirements referred to in this paragraph shall not include the garage, patio, or porch, whether connected in whole or in part with the residential unit. The basic home model may not be duplicated and no moved in, log or cabin style homes will be permitted.

Section 6.06. Building Exterior. The entire first story exterior surface of all residences, excluding doors, windows and cantilevered windows shall be basically sided with brick, masonry stucco or stone; no frame, shingle or other siding construction shall be used or permitted on the first story of any residence. Roofs require a minimum of one (1) foot eave overhangs and thirty (30) year warranty shingles with a four (4) feet in twelve (12) feet minimum pitch slope. All outbuildings shall correspond in style to the residence of which they are appurtenant and any variation of materials to be used in such outbuildings from that of the residence must first be approved by the Architectural Control Committee.

Section 6.07. Nuisance. No noxious or offensive activities shall be conducted on any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

Section 6.08. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept so long as they are not kept, bred or maintained for any commercial purpose, so long as they are confined to the owner's lot, and so long as no more than three adult animals of any type are kept on any lot.

Section 6.09. Storage of Boats, Campers, Trailers, Recreational Vehicles, Etc. No boat, camper, trailer, recreational vehicle or other vehicle or similar device shall be stored or permitted to remain on any lot for more than 3 consecutive days except within an enclosed garage or area.

Section 6.10. Vehicles. No immobilized motor vehicle shall be allowed to remain on any lot for a period longer than 5 days unless such vehicle is within an enclosed garage. In addition, no more than one immobilized motor vehicle shall be permitted on any lot for a period greater than 48 hours. For the purpose of this section, an "immobilized motor vehicle" shall be considered any motor vehicle not presently capable of movement under its own power. No motor vehicle which

could not be driven legally on the public roads in the State of Colorado shall be allowed to stand on any lot for any period of time except within an enclosed garage.

Section 6.11. Signs. No sign of any kind shall be displayed on any lot except one sign of not more than one foot square showing the name and address of the owner, one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

Section 6.12. Storage of Materials. No lot shall be used for the open storage of construction materials or any other material except during the construction of improvements.

Section 6.13. Disposal of Trash and Garbage. All trash, garbage and other refuse shall be kept in sanitary containers, and shall be disposed of no less frequently than weekly.

Section 6.14. Landscaping. After construction of the dwelling has been completed on each lot, the owner(s) shall promptly plant and maintain appropriate ground cover on the lot. Ground shall not be permitted to remain bare on any lot except for areas being used for gardens. No Poplar trees shall be permitted.

Section 6.15. Fences. Any fence erected on any lot perimeter shall be built of round treated poles with tapered ends inserted into slotted posts and shall not exceed 42" in height. No other type of perimeter fence shall be permitted. Interior fencing shall not exceed 6 feet in height and shall be of a design and material approved by the Architectural Control Committee.

Section 6.16. Replatting Lots. No lot as platted shall be subdivided for the purpose of making two or more lots.

Section 6.17. Air Conditioning Units and Antennas. No air conditioning unit, evaporative cooler, radio or television antenna, satellite dish or other objects shall be placed upon the roof or fireplace chimney of any dwelling or building unless such an object is concealed from view.

Section 6.18. Parking. Vehicles shall be parked only within lots, and no vehicles shall be parked on the street in excess of 24 hours.

Section 6.19. Homeowners Association. Each lot shall be accompanied by a voting and assessable membership in the Owl Lake Estates Homeowners Association, Inc. Such Association shall be responsible for the maintenance of any parks, buffer zones and other areas designated for the use of all residents. All assessments levied by the Association shall be fixed at a uniform rate for all lots, and shall be used exclusively for the purpose of promoting the aesthetic well being, recreation, health, safety and welfare of the residents of Owl Lake Estates, as well as for the improvement and maintenance of any common use areas and irrigation system.

ARTICLE VII Easements and Licenses

Section 7.01. Recording Data. All easements and licenses to which the lot is presently subject are recited in Exhibit A, attached hereto, and as set forth on the recorded plat of Owl Lake Estates, and as are shown on the real estate title records of the Weld County Clerk and Recorder's Office. In addition, the lot may be subject to other easements or licenses granted by the Declarant pursuant to this Declaration.

Section 7.02. Dedication of Easements. The Declarant does hereby establish, remise, release, sell, convey, quit claim, and dedicate unto the Association, its successors and assigns, for the use of the Owners of the property, the following non-exclusive easements over, across, and

upon the property at the location depicted upon the recorded plat of the property.

(a) **Utility Easements.** A non-exclusive, perpetual utility easement, in various widths over, across, and upon the property as depicted upon the plat of the property for the installation, construction, maintenance, inspection, operation, replacement, or removal of all utilities, including, but not limited to, water, sewer, electricity, telephone, natural gas, return flow water, cable television, and utility guidewires.

(b) **Road Easements.** A non-exclusive, perpetual road easement, in various widths, over and across the property as depicted upon the plat of the property for ingress, egress, and access by pedestrians, horses and vehicles, and all emergency vehicles and fire protection vehicles.

(c) **Drainage Ditch Easements.** A non-exclusive, perpetual drainage ditch easement over, across, and upon the property as depicted upon the plat of the property for drainage of water.

(d) **Lake Easement.** A non-exclusive perpetual right to use the lake for irrigation water storage.

ARTICLE VIII Enforcement

Section 8.01. **Enforcement.** The conditions, covenants, restrictions and reservations contained in this Declaration shall run with the land, and be binding upon and inure to the benefit of the owners of every part and parcel of the Properties, including outlots and the Common Areas. These conditions, covenants, restrictions and reservations may be enforced as provided hereinafter, and pursuant to all the rights and powers granted by the Act, by each Owner, as well as by the Architectural Control Committee or the Association with each of the latter two acting for themselves and as trustee on behalf of the Owners. Each Owner, by acquiring an interest in the property, shall be conclusively deemed to appoint irrevocably the Architectural Control Committee and the Association as the Owner's trustees for such purposes. Violation of any condition, covenant, restriction, or reservation herein contained (e.g., if a structure is built without prior approval) shall give to the Association, the Architectural Control Committee and to the Owners, or any of them, the right of bringing proceedings in law or equity against the party violating any of the said covenants, conditions, restrictions, and reservations, to enjoin the party from so doing, to cause any such violation to be remedied, and to recover damages, including attorneys fees resulting from such violation. In addition, violation of any such covenants, conditions, restrictions and reservations shall give to the Architectural Control Committee, acting as the trustees, the right to enter upon the premises and abate, remove, modify or replace at the expense of the Owner thereof any structure, thing or condition that may exist thereon contrary to the extent and meaning of the provisions hereof; provided, however, that nothing contained herein shall give the right to enter upon the premises of any Owner without due process of law.

Every act, omission of act, or condition which violates the covenants, conditions, restrictions and reservations herein contained shall constitute a nuisance and every remedy available in law or equity for the abatement of public or private nuisances shall be available to the Owners, Architectural Control Committee and the Association. All such remedies shall be cumulative and not exclusive.

Any expenses, including attorney fees, incurred by the Architectural Control Committee or the Association by virtue of this Section, shall become an Assessment against such Owner, and the Association may proceed according to the provisions for collecting Assessments as set by this Declaration of Covenants. In any legal or equitable proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the

attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings, and such attorney fees may be assessed as above provided.

The failure of the Owners, Architectural Control Committee or the Association to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations, and the owners or the Architectural Control Committee shall not be liable therefor. Any enforcement action or abatement proceeding under this Section shall be deemed timely taken or filed if commenced with three years of first notice to the party enforcing these covenants unless a shorter time is established by law.

Section 8.02. Duration. The covenants and restrictions of this Declaration shall be in effect until December 31, 2016, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

Section 8.03. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the party who appears as Owner on the records of the Association at the time of such mailing.

Section 8.04. Severability. Invalidation of any provision of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned JZM, LLC, herein has hereunto set its hand and seal this 19 day of August, 1996.

JZM, LLC

By John W Zabel
Manager

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this 19 day of August, 1996 by John W Zabel as manager of JZM, LLC.

My commission expires: August 30, 2001

Witness my hand and official seal.



Cathy A Anderson
Notary Public

Exhibit A

Declaration of Covenants, Conditions and Restrictions for Owl Lake Estates.

Amended Covenants – Motioned and passed by HOA members January 13, 2010.

Current:

Section 6.09: Storage of Boats, Campers, Trailers, Recreational Vehicles, Etc. No boat, camper, trailer, recreational vehicle or other vehicle or similar device shall be stored or permitted to remain on any lot for more than 3 consecutive days except within an enclosed garage or area.”

Amended:

Section 6.09a: Storage of Boats, Campers, Trailers, Recreational Vehicles, Etc. No boat, camper, trailer, recreational vehicle or other vehicle or similar device shall be stored or permitted to remain on any lot within public view for more than three (3) consecutive days unless within an enclosed garage, or within an enclosed interior privacy fenced area in compliance with section 6.15.”

Summary of Change:

The Executive Board is recommended a change to define “an area” to be an area within an enclosed interior privacy fence as interpreted by the ACC.

Current:

Section 6.15: Fences. “Any fence erected on any lot perimeter shall be built of round treated poles with tapered ends inserted into slotted posts and shall not exceed 42” in height. No other type of perimeter fence shall be permitted. Interior fencing shall not exceed 6 feet in height and shall be of a design and material approved by the Architectural Committee.”

Amended:

Section 6.15a: “Any fence erected on any lot perimeter shall be built of wooden treated or white vinyl poles with ends inserted into slotted wooden or white vinyl posts and shall not exceed 42” in height. No other type of perimeter fence shall be permitted. Interior or privacy fencing shall not exceed 6 feet in height, with all interior fences, and shall be constructed with wooden or white vinyl material. All fences shall be approved in advance by the Architectural Control Committee.”