

This document prepared by Ruth Reed, Stanbrough Development, 6151 Thornton Suite 700, Des Moines, IA 50321 (515)221-2200

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR PAINTED WOODS PLAT 3**  
**WAUKEE, DALLAS COUNTY, IOWA**

Painted Woods Development Company Joint Venture, being developer of the following described real estate, to-wit:

Lots 1 through 31 and Outlots 1A, 2A, 3A, 4A, 5A, 6A, 7A, 9A, 10A, 11A, and 12A in Painted Woods Plat 3, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa;

does hereby establish and place residential covenants, conditions and restrictions ("Covenants") upon said real estate (sometimes referred to herein as "Property"), which shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, and which are for the purpose of protecting the value and desirability of said Lots and Outlots, and which shall run with the real estate and be binding on all parties having any right, title, or interest in the described properties and any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. DEFINITIONS.

For the purpose of this Declaration, the following terms, shall have the following definitions, except as otherwise specifically provided.

- A. "Painted Woods" collectively shall mean and refer to the real property located in the residential subdivision of Painted Woods Plat 3 described above.
- B. "Declarant" shall mean Painted Woods Development Company Joint Venture or its successors or assigns.
- C. "Lot" shall mean and refer to any divididual buildable platted lot that is described above and as shown upon the recorded plat of Painted Woods but shall include any Outlot shown on the plat of Painted Woods Plat 3.
- D. "Outlot" shall mean those unbuildable portions of the Property, specifically, Outlots 1A, 2A, 3A, 4A, 5A, 6A, 7A, 9A, 10A, 11A, and 12A in Painted Woods Plat 3.
- E. "Building Plot" shall mean and refer to one or more platted Lots on which a home is to be located.
- F. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to or vendee under an installment real estate contract of any Lot or Building Plat within Painted Woods.
- G. "Outbuilding" shall mean an enclosed covered structure on a Lot not directly attached to the residence to which it is appurtenant.
- H. "Association" shall mean the Painted Woods Homeowners' Association, an Iowa non-profit corporation;

## II DESIGNATION OF USE.

All Lots in Painted Wood, except those designated for streets, public easements or common areas, shall be known and described as residential Lots or Building Plots and shall not be developed with more than one single-family dwelling each, and shall not be improved, used or occupied for other than private residential purposes, consistent with the zoning ordinance of the City of Waukee, Iowa, ("City"). All Outlots shall be non-buildable, i.e., no structure, building or home shall be constructed or maintained in any way or material stored on an Outlot. All Outlots shall remain as privately owned open space. Transfer of ownership of all Outlots with a numeric prefix can only, and must be, transferred in conjunction with the corresponding numeric Lot number, deeded to the same transferee. For

example, Outlot 10A must be conveyed with Lot 10 and may not be separately conveyed to an Owner other than the Owner of Lot 10.

III BUILDING TYPE AND AREA.

- A. No building or structure shall be constructed, altered, or maintained on any Lot or Building Plot other than a single-family home or any structure allowed by the Zoning Ordinance of the City. The following requirements shall also be met:
- i. One-story dwelling must have a ground floor finished area of not less than 2,600 square feet.
  - ii. One and one-half story dwellings must have 2,000 square feet of finished area on the first floor and a total on the first floor and second floor of not less than 3,000 square feet.
  - iii. Two-story dwellings must have 1,700 square feet of finished area on the first floor and a total on the main floor and second floor of not less than 3,000 square feet.
  - iv. Split entry dwellings must have 3,000 square feet of finished area on the upper level but a 70% credit will be given for finished area of lower level which is 50% exposed over finished grade.
  - v. Split level dwellings must have not less than 3,000 square feet of finished area directly under the roof, but 70% credit will be given for finished area of lower level which is 50% exposed over finished Grand
  - vi. No building shall be erected on any Lot or Builder Plot unless the design and location is in harmony with existing structures within the Property.
  - vii. In the computation of floor area under this paragraph any porches, breezeways, attached or built-in garages, or finished basement areas shall be excluded.
- B. All structures built in Painted Woods shall blend in with the terrain rather than contrast with it. The use of natural materials is encouraged i.e., stained wood, stone, brick and warm-toned shingles as well as soft, earth-tone colors. All exposed concrete block or tile foundations must be brick, stone, veneered or stucco textured. All structures built in Painted Woods shall be shingled with wood shakes, wood shingles, architectural grade

textured and/or shadowed composition shingled or slate or tile roof shingles, or the architectural grade metals and colors acceptable to the Declarant or Executive Committee described below in paragraph IV.

- C. All residences shall have a minimum, an attached 3-car garage. All driveways shall be constructed of Portland cement concrete. Each dwelling shall provide off-street parking for a minimum of three cars, in addition to the attached garage. No garage doors over eight feet in height will be permitted.
- D. No fences may be built forward of the centerline of the house built on a Building Plot or Lot. Yard fencing is discouraged. There shall be no fencing or other obstructions on any conservancy district easement, trail easement, sanitary sewer easement, drainage easement, landscape buffer easement or Outlot. All fences shall be no more than six feet in height and shall either be of wood; stained, painted in soft, earth-toned colors or left natural so as to blend in with the terrain or, be made of steel or iron and painted either black or dark brown in color so as to blend in with the terrain.
- E. No satellite dish shall be located upon any Lot unless it meets the following requirements:
  - i. It shall not be mounted on a trailer or other temporary or portable device, but shall be permanently installed in an acceptable fashion.
  - ii. It shall be located so that no part of the device is in front of the home it serves, unless the Owner can demonstrate that no other location is feasible.
  - iii. It shall not exceed two (2) feet in diameter.
  - iv. It shall be constructed of metal material, gray or black in color, or, to the extent technically feasible, match the color of the home it services.
  - v. If ground mounted, it shall be appropriately landscaped and screened with bushes or appropriate fencing.
  - vi. It shall not extend more than 12 feet above grade.
- F. No light poles shall be used or placed upon any Lot that extend more than ten (10) feet above grade, except for those used to light tennis courts. All light poles shall be of residential design. All pole lights shall be

positioned and directed downward to as not to shine direct upon or constitute a nuisance to any adjoining Lot Owner.

- G. No exterior towers or antennas of any kind shall be constructed or permitted on any lot.
- H. Tool and storage sheds, tennis courts, swimming pools or Outbuildings shall be located only in rear yards and shall be located at least twenty (20) feet from Lot lines.
- I. No trash receptacles or garbage cans shall be permitted to be stored or maintained outside of a building or a structure on any Lot unless hidden by an attractive screen and landscaping of suitable height and variety.
- J. Any children's play sets erected or maintained on a Lot shall be earth-tone in color, not exceed ten (10) feet in height and shall be property maintained.
- K. No manufactured, mobile or modular homes or buildings shall be placed or erected any Lot. No houses or buildings shall be moved into or onto the Property. All homes and buildings shall be constructed in place on a Lot; provided, however, panelized construction on a lot shall be permitted.
- L. The minimum setbacks as specified in this Declaration shall be measured from the Lot line from which the setback is being measured to the nearest building or structure. No buildings or structures (except for permitted fences, drive entrance columns, or mailboxes) shall be constructed or maintained within the required minimum setback area. The definition of the terms "front yard", "side yard", "rear yard", "building", "structure" or other similar term relating to setbacks shall be the same as that definition contained in the City's Zoning Ordinance now or in the future.
  - i. The front yard setback for Lots shall be at least thirty (30) feet.
  - ii. The side yard setbacks shall be a total of at least ten (10) feet on each side.
  - iii. The rear yard setback shall be at least thirty-five (35) feet; provided however, that where Outlots adjoin a Lot, the Outlot shall be included in the computation of the rear yard setback. For example, an Outlot having a depth of thirty-five (35) feet or more would enable the Lot Owner to build to the rear line of his or her Lot.

- iv. Lots shall also be subject to all setbacks, easements and restrictions shown on the plat of the Property that are filed of public record.
- M. Items such as garbage cans, clotheslines, lawn or garden equipment, building materials and other similar items shall be stored out of public view. Garbage or trash receptacles may be placed curbside the evening before pick-up and shall be returned to acceptable storage out of view by the evening of the day of pick-up. Firewood shall not be stored on the front or side of a house. Firewood shall be neatly stacked behind the house out of sight of the public view and shall not consist of more than one stack which shall not be in excess of 4' x 4' x 8' in size. Furthermore, any repair of motorcycles, automobiles, vehicles, boats or equipment shall be done completely out of public view.
- N. No vehicles offensive to the neighborhood shall be stored, parked or abandoned on any Lot or street. Nothing in this paragraph, however, shall prohibit the parking of usual and customary construction equipment and vehicles during the time construction takes place on a Lot or street.
- O. Upon taking possession of a Lot, Owners agree to comply with all erosion control requirements applying to their Lot or Outlot, including but not limited to the following:
  - i. Owners, their agents, assigns, heirs and/or building contractors shall take all necessary precautions to properly and lawfully manage storm water runoff; to prevent, stabilize, and/or control erosion; to prevent sediment migration and soil erosion from extending beyond the boundaries of the Lot or Outlot; and, in the event any of the above requirements are not met, to promptly clean up all eroded sediment and to restore all affected areas to their original condition and take all remedial steps required pursuant to applicable law, including City requirements.
  - ii. Owners shall comply with all applicable Federal, State and local erosion control ordinances and permits which pertain to the Property, including, but not limited to, becoming a transferee of the Iowa Department of Natural Resources NPDES General Permit No. 2 ("the Permit") and having in place a Storm Water Pollution Prevention Plan (commonly called "SWPPP") as required by the E.P.A.
  - iii. If the Declarant or a Lot Owner is cited for or notified about an alleged violation of any erosion control provision or storm water management requirements which occurs after an Owner takes

possession of a Lot or Outlot, by a governmental authority, including the City, for a condition existing on or coming from the Owner's Lot or Outlot, or migrating beyond the Lot or Outlot, or other violation of law, the Owner shall promptly take the required remedial action and corrective measures requested by the governmental authority and the Owner shall also indemnify and hold the Declarant harmless from and against any and all claims, damages, fines, attorney fees, assessments, levies and/or costs incurred by the Declarant related to the citation or notice caused by the Owner's action or inaction.

- iv. If in the opinion of the Declarant, or the Association, that erosion is not property controlled, corrective action may be taken by the Declarant or the Association, and an automatic easement granted to implement the corrective action and the actual costs thereof plus an administrative fee, as determined by the Declarant or Association, shall be assessed against the offending Lot.
  
- P. Drainage and water runoff from an Owner's Lot or Outlot shall not adversely affect any other Owner, Lot, Outlot, street or Common Area and each Owner shall indemnify and hold harmless all other Owners, the Declarant and the Association from and against any and all damages or liability caused by an Owner's violation of this paragraph regarding drainage and water runoff.
  
- Q. There shall be no signs posted on or within the "Property" except those approved by the Association and except reasonable "For Sale" signs maintained by Declarant or any Owners or brokers regarding sale of Lots by Owners. In no event shall any sign permitted by this paragraph be placed on any Common Areas, landscape buffer easement or in the City right of way.
  
- R. There shall be a limited noise level of thirty (30) decibels allowed to be emitted from any Lot when measured from any other Lot in the Property. Exceptions shall be lawnmowers, snow blowers, chainsaws, or other standard exterior maintenance equipment and construction work, for which levels may reach sixty (60) decibels between 6:00 A.M. and 10:00 P.M.
  
- S. There shall be no parking on any of the streets in the Property except when required during snow removal from driveways during repair or repaving of driveways or parking areas. Temporary or short term parking to accommodate quests of Owners or for other valid temporary reasons shall

be allowed for periods of not more than 24 hours, subject to regulations established by the Association.

- T. Any chemical, fertilizer, herbicide or pesticide that may be used on any Lot or Outlot shall be maintained, applied and disposed of in an environmentally responsible and lawful manner. The Association reserves the right to ban or further regulate any chemical fertilizer, herbicide or pesticide pursuant to rules and regulations adopted by the Association.
- U. No hunting, trapping, shooting of wildlife or discharging of firearms or use of bow and arrow shall be allowed in the Property.
- V. There shall be no recreational snow-mobiling or motorized off-road vehicle use or all-terrain vehicles use within the Property except directly to or from an Owner's residence and a destination outside of the Property. Such vehicles, however, may be used for the conveyance of supplies or transportation in the event of any emergency such as a severe snow storm or blizzard.
- W. No person shall change the grade or elevation of any easement area within the Property dedicated to the City or other entity nor construct any fence or place any obstruction on or over the easement area.
- X. No Lot owner or other person shall plant gardens or landscaping or install or maintain plantings on or within a Common Area or landscape buffer easements. The Association shall have sole control and jurisdiction over Common Areas or landscape buffer easements.
- Y. All Lot Owners shall be liable for and be responsible to pay for any repairs to street lights or underground electric lines or cables caused by the Lot Owner or Lot Owner's builder, contractor, employee, or agent. In the event of any damage to electric lines or interruption of electric line service or damage to street lights or appurtenances, the responsible Lot Owner shall promptly cause repairs to be made to the satisfaction of the Association. If adequate repairs are not promptly made by the Lot Owner, the Association shall have the right to make the necessary repairs, and shall have an easement and right of entry over the offending Owner's Lot to do so, whereupon all costs associated with the repairs shall be assessed by the Association against the offending Lot and shall be a lien against the Lot which may be enforced and foreclosed in the same fashion as other assessments may be enforced by the Association.

IV. REVIEW OF BUILDING PLANS.

No structure shall be erected upon any Lot until site plans and building plans have been first submitted to the Declarant (if it still owns any Lot in Painted Woods) or the Executive Committee of the Painted Woods Homeowner's Association (if Declarant no longer owns any Lot or if Declarant relinquishes its review rights) for their review and approval if found to be in compliance with the Architectural Standards attached hereto as Addendum A, and hereby made a part of these Covenants. If the Declarant or its successors or the Executive Committee should fail to approve or disapprove said plans in writing within thirty (30) days after their submission, such plans shall be deemed to be approved.

V. LIVESTOCK AND POULTRY PROHIBITED.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot hereby restricted, except that dogs, cats, and other common pets may be kept so long as they are not kept, bred or maintained for commercial purposes. In no event, however shall more than two dogs or two cats be maintained on any one Building Plot or Lot at any one given time. Dogs shall be kept in strict accord with the applicable leash ordinances of the City of Waukee.

Pet enclosures shall be located only in rear yards and shall be at least twenty (20) feet from any Lot lines. Said enclosures shall be constructed of wood board fencing with spacing no greater than four (4) inches between boards, and fully screened with landscaping (preferably evergreens).

VI. LANDSCAPING AND CARE.

When dwellings are constructed, all Building Plots or Lots upon substantial completion of construction shall be fully sodded, from the front Lot line to a point seventy-five (75) feet back of the dwelling, except where the topography or tree cover does not make the same practical. The balance of the Lot shall be either sodded, seeded, planted in wildflowers or left in natural vegetation.

When dwellings are constructed on a Building Plot or Lot, if the same are not already in place, the following trees must be planted thereon:

- i. A minimum of four (4) two-inch caliper flowering trees of which a minimum of three (3) shall be planted in the front yard. Flowering trees shall include magnolia, red bud and flowering crab.
- ii. A minimum of five (5) 2 ¼ inch caliper over-story trees of which a minimum of two (2) shall be in the front yard, Over-story trees shall include Oak, Ash, Elm and Maple.

VII. WEED CONTROL.

The Owner and/or person in possession of each Building Plot or Lot, whether vacant or improved, shall keep the same free of rubbish, trash, waste, weeds, and debris. If said Owner or person in possession fails to keep a Lot free of rubbish, trash, waste, weeds and debris and is in receipt of written notice delivered by certified mail from Declarant or posted on the offending Lot or other notice requirements established by the Homeowners' Association, the Homeowners' Association or by any property owners owning property within seventy-five (75) feet of such Lot, to cut such weeds and remove such debris within ten (10) days and failing to do so, the Declarant, the Homeowners' Association or the Lot Owner giving such notice, as the case may be, may enter upon the Lot to cut or cause to be cut such weeds, or to remove or cause to be removed such rubbish, waste, and/or debris, and said Declarant, the Homeowners' Association or Lot Owner shall have a right of action against the Owner of such Lot for collection of the cost thereof.

VIII. EXISTING TREES.

The knocking down or cutting down of trees or saplings shall be limited to the absolute minimum needed for construction on a Lot or the removal of diseased or dead trees. Established trees removed for construction shall be only those directly on the structure site or not greater than ten (10) feet from the structure or four (4) feet from any road or driveway. Any Owner desiring to fell or cut down any tree must obtain prior written permission from the Declarant or the Executive Committee described below in Article IV after submission of an acceptable tree removal plan, including a plan for tree replacement.

IX. TEMPORARY STRUCTURES OR EQUIPMENT.

No building or structure of a temporary character including, but not limited to, trailers, basements, tents, shacks, garages or Outbuildings shall be used at any time as a residential dwelling on any Building Plot, or Lot either temporarily or permanently.

X. RECREATIONAL EQUIPMENT.

No recreational vehicle, all-terrain vehicle, motor home, boat, snowmobile, motorcycle, personal water craft or trailer may be parked or stored upon any Lot for more than a cumulative total of thirty (30) days during any calendar year, unless the same is located in a garage or Outbuilding.

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XI. COMMERCIAL ACTIVITY PROHIBITED.

No home occupation or business, nor any commercial activity shall be conducted on any Building Plot or Lot, except as permitted by Waukee City Zoning Ordinance.

XII. EASEMENTS.

Easements for installation and maintenance of utilities, sewers, and drainage facilities are reserved as shown on the recorded plat of Painted Woods Plat 3 or reserved in easements filed with the Dallas County Recorder in connection with the plat. The Owner and/or a person in possession of a Building Plot or Lot shall, at his or her expense, maintain, keep and preserve that portion of the easement within his property at all times in good repair and condition and shall neither erect nor permit erection of any building or structure of any kind, nor permit any growth of any kind within the easement which might interfere in any way with the use or patrolling of any of the utility services and drainage within the easement or contemplated to be installed within the easements in the future. Furthermore, all Lot Owners and/or a person in possession of a Building Plot or Lot shall comply with the terms and conditions of any recorded easements pertaining to Painted Woods.

XIII. MAILBOXES.

Declarant shall have the right to establish written standards regarding mailboxes within the Property to ensure uniformity and to prevent distractions. These standards may include the color, type, style, lettering, nature of the mailbox and shall be provided to a Lot Owner by the Declarant at the time building plans are submitted by the Lot Owner for review. These standards may also require that a Lot Owner pay an assessment as part of the plan review process described above in paragraph IV and acquire a specified style of mailbox through a specific vendor or manufacturer or from the Declarant to Painted Woods Homeowners' Association for a fee. The United States Postal Service, however, may now or in the future establish rules and regulations which may require Declarant to modify the mailbox standards.

XIV. ASSESSMENTS.

A. Future City Improvements.

Declarant acknowledges that the City in the future may wish to construct and install public improvements on or adjacent to the Property for items such as sanitary sewer lines or public streets or any other improvements

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authorized by Chapter 384 of the Iowa Code and to specially assess the Property for the cost thereof (but not parkland or a bike and pedestrian trail).

B. Agreement Concerning Special Assessment.

Declarant by the execution of this Declaration expresses its consent, desire and agreement that special assessment improvements constructed for the benefit of the Property as described in subparagraph A above in the future may be levied against the entire Property and each Lot therein, on an equal basis but not for a park or a bike and pedestrian trail. The Declarant and Lot Owners within the Property shall have no obligation to pay any special assessment for parkland or a bike and pedestrian trail for the reason that Declarant has previously reached an agreement with the City regarding a bike and pedestrian trail as well as parkland.

C. Proximity of Public Improvements.

The City may assess each Lot equally within the Property despite the fact that Chapter 384 of the Iowa Code or court decisions would otherwise impose a limitation in connection with the proximity of the public improvements to the Lot being assessed. The Declarant, as well as all subsequent purchasers, successors in interest and assigns, and Lot Owners with the Property hereby waive any objection to the legality of the City spreading special assessments equally among all Lots within the Property to the extent that the City is otherwise legally able to specially assess the Property in the future pursuant to Chapter 384 of the Iowa Code.

XIV. ENFORCEMENT OF COVENANTS.

The Covenants shall be deemed to run with the land to which they apply, and the Declarant and/or a Lot Owner or the Painted Woods Homeowners' Association may bring an action in any court of competent jurisdiction to enforce these Covenants and enjoin their violation or for damages for the breach thereof, or for any other remedy or combination of remedies recognized at law or in equity.

XV. AMENDMENTS TO COVENANTS.

So long as Declarant owns any Lot within the Property, including an interest as contract vendor, it shall have the absolute right to make minor amendments to this Declaration in order to correct any deficiencies, clarify any provisions thereof or

to carry out the intent of this Declaration or to address development issues not contemplated to the date hereof or unique or unusual circumstances encountered in designing and building a home on a Lot. Thereafter, the Association shall have this right and authority.

XVI. PERIOD OF COVENANTS.

All of the foregoing Covenants, Conditions and Restrictions set forth in this Declaration shall continue and remain in full force and effect at all times and as to the Property, regardless of how title was acquired, from the date of filing of this Declaration until the 1<sup>st</sup> day of August, 2027, unless amended by an affirmative vote of two-thirds (2/3) of the Lots within the Property, (with each Lot entitled to (1) vote), on which date these Covenants, Conditions and Restrictions shall automatically be extended and additional ten (10) years (and extended for successive ten (10) year terms thereafter in the same fashion) unless after the 1<sup>st</sup> day of August, 2027 two-thirds (2/3) of the Lot Owners within the property (excluding Common Areas) in writing consent to terminate this Declaration any part thereof, in which event this Declaration, or part thereof, shall be null and void effective as of the date when the Consent is filed with the Recorder of Dallas County, Iowa. Any Amendment or Consent shall be accompanied by an Affidavit by any officer of the Homeowners' Association certifying that two-thirds (2/3) of the Lot Owners within the Property have so consented as disclosed by the records of the Association. In determining ownership for purposes of consent, the records of the Association shall be conclusive. The Painted Woods Homeowners' Association shall be the attorney in fact vested with authority to file any extension of these Covenants, Conditions and Restrictions with the Dallas County Recorder if required by law and if the above-described automatic extension provision is not recognized by law in the year 2027.

XVI. ENFORCEABILITY AND WAIVER.

- A. In the event that any one or more of the foregoing Covenants, Conditions or Restrictions shall be declared for any reason by a court of competent jurisdiction to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the Covenants, Conditions and Restrictions not so expressly held to be void, which shall continue unimpaired and in full force and effect.
- B. All Property subject hereto shall also be subject to any and all rights and privileges of the City of Waukee, Iowa, acquired or hereafter acquired by said City by dedication, conveyance, filing or recording of plats or

covenants as authorized by law. Wherever there is a conflict between these Covenants, Conditions or Restrictions and/or the zoning ordinance or law of the City, County or State, wherein the subject property is located, that which is most restrictive shall be binding.

DATED THIS 29<sup>th</sup> DAY OF AUGUST, 2006.

**PAINTED WOODS DEVELOPMENT  
COMPANY JOINT VENTURE, Declarant**

By: DTS, L.C.  
By: [Signature]  
Daniel J. Stanbrough  
Member/Manager

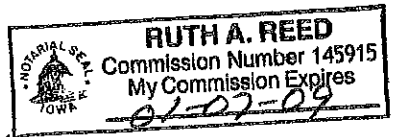
By: Colt Holdings, L.L.C.  
By: [Signature]  
Patrick J. Ruelle  
Member/Manager

STATE OF IOWA )  
                  ) SS:  
COUNTY OF POLK )

This instrument was acknowledged this 29<sup>th</sup> day of August, 2006, by Daniel J. Stanbrough as Member/Manager of DTS, L.C.

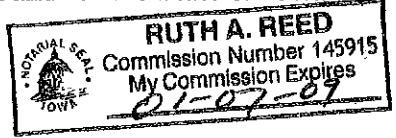
[Signature]  
Notary Public in and for the State of Iowa

STATE OF IOWA )  
                  ) SS:  
COUNTY OF POLK )



This instrument was acknowledged this 29<sup>th</sup> day of August, 2006, by Patrick J. Ruelle, as Member/Manager of Colt Holdings, L.L.C.

[Signature]  
Notary Public in and for the State of Iowa





**ARCHITECTURAL STANDARDS**  
**FOR PAINTED WOODS PLAT 3, WAUKEE, IOWA**

**ARCHITECTURAL REVIEW PROCESS**

The Executive Committee of the Painted Woods Homeowners' Association (the "Committee") will review all designs, plans and construction for:

- Consideration of primary site design issues.
- Sensitivity to the special landscape potential of the home site.
- Compatibility in architectural design.
- Compliance with the Building Restrictions and Protective Covenants and the Declaration of Covenants, Conditions and Restrictions applying to Painted Woods Plat 3.

These Guidelines have been created to provide property owners, architects and contractors with a set of parameters for the preparation of their drawings and specifications. These Guidelines may and will be changed from time to time by the Committee, upon approval of the Board of Directors of the Association, to meet the spirit and intent of the Declaration of Covenants, Conditions and Restrictions for Painted Woods Plat 3.

By encouraging quality and attention to detail, the aesthetic harmony as well as natural tranquility and overall property values in Painted Woods Plat 3 should be enhanced and preserved for the benefit of all present and future homeowners.

**ARCHITECTURAL SYTTLES**

These Guidelines are not intended to dictate specific architectural styles that must be used within the community, but rather to give property owners, their architects or designers a set of guidelines that will make the entire community a more attractive place in which to live. These Guidelines are created to encourage a community of individual outstanding architectural statements that, when viewed together, produce a pleasant environment.

Architectural designs should be customized for each home site to maximize the natural features that exist, especially the heavily wooded nature of the area. Traditional styles such as Colonial, English Country or French Country are preferred. Contemporary styling is also acceptable when it is consistent with traditional features such a rooflines and materials.

**EXECUTIVE COMMITTEE**

Painted Woods Plat 3 is designed to be a unique community of homes. The community's Covenants, Conditions and Restrictions do not list specific design items necessary for plan approval. Rather, the power