

## APPENDIX A

The following **Article IV Protective Covenants** is an excerpt from the **Fernleigh Declaration of Covenants, Easements and Restrictions**, pages 12-17, as amended. This text includes the amendment to Article IV, Section 4.12 Window Treatment to change the words “white lined drapes” to “neutral color window treatments.” This excerpt is provided for convenience only and is not intended to be a substitute for the official copy of the Declaration of Covenants, Easements and Restrictions for Fernleigh.

### **ARTICLE IV PROTECTIVE COVENANTS**

Section 4.1 Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Living Unit to a single family, subject to all of the provisions of this Declaration and the rules and regulations adopted by the Board of Directors.

Section 4.2 Vehicles. Use and storage upon the Property of all vehicles and recreational equipment shall be subject to the ordinances of the Township and rules promulgated by the Board of Directors as provided herein. Without limiting the generality thereof:

(a) All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance.

(b) No non-registered vehicles, including but not limited to, trail bikes, motorcycles, dune buggies and snowmobiles shall be operated for recreational purposes within the boundaries of the Property.

(c) There shall be no outside storage or parking upon any Living Unit or any Common Area or Limited Common Area of any commercial vehicle, vehicle bearing advertising, truck of greater than 7,000 lbs. G.V.W., tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, or any other transportation device of any kind, except for within the parking spaces in the Owner's garage.

(d) No owners or tenants shall repair or restore any vehicle of any kind upon any Living Unit or any Common Area or Limited Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

Section 4.3 Fences. No fence shall be erected without the written approval of the Association.

Section 4.4 Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property, except that no more than a total of three (3) dogs, cats, or other normal household pets may be kept in residences subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred or maintained for any commercial purpose. The Board shall have the absolute power to prohibit a pet from being kept on the Property, including inside residences constructed thereon. All pets must be kept under the control of their owner and must not become a nuisance to other residents, and dogs must be leashed.

Section 4.5 Clothes Drying Apparatus. No clothesline or other exterior clothes drying apparatus shall be permitted within any Common Area, Limited Common Area, or attached to or over a Living Unit.

Section 4.6 Antennas. No exterior television or radio antennas of any kind shall be placed, allowed, or maintained upon any portion of the property, including any Living Unit, without the prior written consent of the Board or its designee. The Association may erect an aerial for a master antenna system, should any such master system or systems be utilized by the Association and require any such exterior antenna.

Section 4.7 Trash Disposal. Except for the Declarant, no trash, garbage or other refuse may be burned, buried or otherwise disposed of on the Premises.

Section 4.8 Exterior Lighting. No exterior lighting fixture other than those installed by Declarant and the Association shall be installed within or upon any Living Unit or Limited Common Area without adequate and proper shielding of the fixture so as to make the light source not visible from any other Living Unit or from the Common Area, and without approval of the Architectural Review Committee. In the case of lighting which effects the public safety, such lighting may be installed prior to review by the Architectural Review Committee, subject nonetheless to review within 30 days. No lighting fixture shall be installed that may become an annoyance or nuisance to owners or occupants of adjacent properties.

Section 4.9 Use of Common Area. No planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon any Common Area, except as approved by the Association's Board of Directors or their designated representatives.

Section 4.10 Signs. Except as hereinafter provided for the Declarant, no advertising sign, "For Sale" sign, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Property subject to this Declaration. Nothing in this section to the contrary withstanding, one temporary "For Sale" sign may be displayed in a window of a Living Unit, provided such sign does not exceed 18" x 24", and further provided it is not illuminated.

Section 4.11 Ornaments. No statues, sculptures, bird baths, replicas, awnings, lighting fixtures, fences, or other objects may be affixed or placed on any Common Area, Limited Common Area, or Living Unit without the express approval of the Association.

Section 4.12 Window Treatment. That portion of window treatments which is visible from the exterior of a Living Unit is subject to the control of the Association. No window treatments other than neutral color window treatments may be maintained without written approval of the Association.

Section 4.13 Alarms. If alarms are installed, any exterior devices related to such alarm shall be subject to review by the Architectural Review Committee or the Board of Directors. Any Owner who installs an alarm grants to the Association the right to enter the Living Unit and disconnect any alarm which sounds in excess of 15 minutes or which recycles through successive alarm periods in excess of 15 minutes. Any damage to the property caused by such entry shall be the sole responsibility of the property owner.

Section 4.14 Damage or Destruction of Units. In the event of reconstruction or restoration necessitated by damage to or destruction of any Living Unit, such structure, to the extent practicable, must be promptly restored to the original drawings and specifications, except to the extent that changes are required by the Township to bring the structure into conformance with the current building codes. Any exceptions or deviations must have the prior written approval of the Association.

Section 4.15 Nuisances. No nuisance, as reasonably defined by the Association, shall be permitted to exist or operate in or around the Property so as to jeopardize property values or be detrimental to the well-being of the Members; provided, however, that nothing contained herein is intended or shall be construed, by implication or otherwise, to prevent the further development of Property, by the owner or owners

thereof, so long as such development shall be in compliance with all applicable governmental laws, ordinances, rules and regulations. Nothing in this provision, however, shall in any manner limit the powers granted by law as may either now exist or are hereinafter established in the Township with respect to control and abatement of any nuisance.

Section 4.16 Conditions for Architectural Control. With the exception of work done by the Declarant, no improvement, additions, alterations, repairs, change of paint colors, landscaping, excavations, changes in grade of other work which in any way alters the exterior of any Living Unit, a Limited Common Area, the Common Area or the improvements located thereon from its natural or improved state, existing on the date the Property was first made subject to this Declaration or first conveyed to an Owner, shall be made or done without the prior approval of the Board of Directors. Nothing in this paragraph to the contrary withstanding, Owners shall have the right to plant reasonable quantities of flowers within the mulch beds of their respective Limited Common Area associated with such Owner's Living Unit. The planting of any trees, shrubs or flowers which exceed 24 inches in height shall be subject to the control conditions of this paragraph. The Association shall, in no event, be responsible for any damages to any landscaping installed by an Owner.

Section 4.17 Leasing. No Living Unit shall be rented for an initial period of less than one year. No portion less than all of any Living Unit shall be leased for any period. No Owner shall lease a Living Unit other than by use of a written form of lease requiring the lessee to comply with the Governing Documents, and any failure to so comply with the Governing Documents shall constitute a default under the lease. The Board of Directors may provide a suggested standard lease form for use by Owners. Each Owner of a Living Unit shall promptly, following the execution of any lease of a Living Unit, forward a conformed copy thereof to the Board of Directors. The provisions of this subparagraph, shall not apply to the Declarant.

Section 4.18 Maintenance of Property. Each Owner shall keep his, her or their Living Unit in good order and free of debris, in a manner acceptable to the Association and consistent with the rules adopted by the Association.

Section 4.19 Rules. From time to time the Board of Directors shall adopt additional general rules to regulate potential problems relating to the use of the Common Area, including but not limited to the keeping of animals, the storage and use of machinery, the use of outdoor drying lines, antennae, signs, trash and trash containers,

mail boxes, and maintenance and removal of vegetation. General rules may only be adopted or amended by a majority vote of Board of Directors. All such general rules and any subsequent amendments thereto shall be placed in the Association Book and shall be binding on all Members, except where expressly provided otherwise in such rule.

Section 4.20 Exceptions. The Board of Directors may issue permanent or temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Declarant is engaged in developing or improving any portion of the Property, it or they shall be exempted from rules affecting movement, disposition and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model units. Such exemption shall, upon prior written notice thereof by the Declarant to such owner or owners, be subject to such informal rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Property, and to specific limitations on such activities as are contained in this Declaration.