

ARTICLE VIII

Miscellaneous Services Authorized

Section 1. Services which may be Performed at the Option of the Association - Procedure. The Developer shall have the right to make such improvements and provide such facilities in the Common Properties as it considers to be advantageous to the Properties and to the Owners of lots and condominium living units within the properties, and the Association shall be obligated to accept such improvements and facilities and to properly maintain the same at its expense. The Association, at its expense, also shall maintain and carry on the services instituted, from time to time, by the Developer for the benefit of the Properties and the Owners of lots and condominium living units therein. The Association may furnish such services as the Board of Directors of the Association from time to time by resolution may determine, which may include the following:

(a) To provide for the collection and removal of refuse, rubbish and garbage to each lot or condominium unit owner;

(b) To provide for the removal of snow, ice, leaves and debris from streets and/or sidewalks, parking areas and other public or quasi-public places;

(c) To provide for the repair, maintenance, replacement, or enhancement of ornamental features or amenities beneficial to or providing aesthetic pleasure and enjoyment to the Members generally;

(d) To provide bookkeeping, accounting, billing and collection services for any subsidiary owners association beyond that customary, as set forth in this Declaration;

(e) To maintain and operate, lights and lighting fixtures along the public streets, parks, parking areas, parkways, pedestrian ways, gateways and entrances, and at such other public and quasi-public places where lighting may be deemed advisable by the Association, and not provided by the City;

(f) To maintain and, where necessary, (subject to the approval of governmental officials, where required), provide signs for marking streets, giving directions, or warning of safety hazards;

(g) To employ and compensate qualified personnel for the purpose of providing such services as the Association or its Board may deem necessary or desirable;

(h) To provide and maintain shelters at convenient locations for school children and other persons awaiting bus transportation;

(i) To otherwise provide, equip, maintain and operate the Common Properties to which the Association has or hereafter obtains title or of which the Association now or hereafter may have possession or custody and control as lessee, by easement or otherwise;

ARTICLE IX

Covenants and Use Restrictions Applicable to all Properties

Except as otherwise specifically provided in Article X with respect to Zero lot line attached living units or Article XI with respect to Zero lot line detached living units the covenants and restrictions set forth in this Article shall apply to all properties:

A. Plan Review. No building, dwelling, wall, fence, swimming pool, sidewalk, drive, tent, awnings, sculpture, pole, hedge, tree, bush, shrub, mass planting or other structure or excavation shall be commenced, erected, planted on or removed from the properties nor shall any exterior addition to any such existing structure be changed or altered including painting or staining until the plans and specifications therefore showing the nature, species, kind, shape, height, color and materials and location of same with accurate references to lot lines and showing proposed grading, draining and method of soil control or so much of that information as the architectural control committee deems relevant, shall have been submitted to and approved in writing by the architectural committee.

B. Living Unit Quality and Size. It is the intent and purpose of these covenants that living units shall be of good quality and workmanship and that all materials substantially the same or better than those which can be produced on the date these covenants are recorded. The minimum permitted living unit size being as follows:

	<u>Lots 1-3 & 19-65</u>	<u>Lots 4-18</u>
Ranch Style (Sq. ft. on 1 level)	1400	1400
Split level (main level)	1300	1300
Tri-level (Sq. ft on top 2 floors)	1300	1400
Two-story (Sq. ft. on 2 floors)	1650	1900
Cape Cod - Story and 1/2 (Sq. ft on main floor)	1100	1200

Other plans

As approved by the architectural control committee