Protective Covenants

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Stafford Development, LLC
27636-75th Street
Salem, WI 53168

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EXHIBIT "H"

PROTECTIVE COVENANTS / DEED RESTRICTIONS FOR FALCON HEIGHTS SUBDIVISION

Declaration of Covenant, Conditions and Restrictions for FALCON HEIGHTS SUBDIVISION, Town of Salem, Kenosha County, Wisconsin.

PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST QUARTER OF SECTION 15, TOWN 1 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE TOWN OF SALEM, KENOSHA COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION: THENCE S02°13'26"E ALONG AND UPON THE EAST LINE OF SAID QUARTER SECTION 1444.91 FEET: THENCE S88°18'40"W PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION 1331.87 FEET AND TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER SECTION: THENCE N02°03'21"W ALONG AND UPON SAID WEST LINE 1443.67 FEET AND TO THE NORTH LINE OF SAID QUARTER SECTION: THENCE N88°15'32"E ALONG AND UPON THE SAID NORTH LINE 1327.62 FEET AND TO THE POINT OF BEGINNING. CONTAINING 44.0884 ACRES AND SUBJECT TO 256TH AVENUE OVER AND ACROSS THE ENTIRE MOST EASTERLY 50.00 FEET AND COUNTY TRUNK HIGHWAY "AH" (89TH STREET) OVER AND ACROSS THE ENTIRE MOST NORTHERLY 50.00 FEET OF THE ABOVE DESCRIBED. NET AREA = 40.9633, GROSS AREA = 44.0884

WHEREAS, we Stafford Residential Developments, LLC, herein after called "Developer" have caused FALCON HEIGHTS SUBDIVISION to be laid out in such a fashion as to maximize the picturesque landscape and to provide a Subdivision in which only homes of highly architectural standard of traditional design shall be constructed, and

WHEREAS, The Developer, in order to provide for consistent and uniform development, desires to provide for certain restrictions, conditions, covenants and easements for the Subdivision, and

WHEREAS, the declaration will carry out the aforesaid purposes and will assure each subsequent owner of property in FALCON HEIGHTS SUBDIVISION of the continuance of these high standards

NOW, THEREFORE, there are hereby imposed upon the lots and the lands known as FALCON HEIGHTS SUBDIVISION the following conditions, covenants, restrictions, and easements hereinafter set forth with, and shall ensure to the benefit thereof, and shall apply to and bind the successors in interest and any owner thereof.

1. **General Purposes.** The general purpose of this declaration is to help assure that FALCON HEIGHTS SUBDIVISION will become and remain an attractive development, to ensure the best use and most appropriate development and improvement of each building site, to protect owners of building sites against use of surrounding building sites in such a manner as will detract from the residential value of the property, to guard against the reaction on building sites of poorly designed or proportional structures, to obtain harmonious use of material and color schemes, to ensure the highest and best residential development of said property, to encourage and secure the erection of attractive buildings designed and built in accordance with a traditional theme, to secure the appropriate locations thereof on building sites, to prevent haphazard and inharmonious improvement of building sites, to secure and maintain proper setbacks from streets and to assure preservation of those areas designated as wetlands or conservation easements on the Subdivision Plat.

2. **Termination.** The restrictions are to run with the land and shall be binding on all parties hereto and all persons claiming under them unless the record owners of three-fourths (3/4) or more of the lots in FALCON HEIGHTS SUBDIVISION shall:

    a. Execute a written document modifying or amending, or rescinding these conditions, covenants, restrictions, and easements or any one or more of them in whole or in part; where no modification shall detract from these restrictive covenants but rather enhance these objectives in terms of improving the overall appearance and structural integrity of the Subdivision; and

    b. Obtain the written consent of the Town of Salem Board thereto; and

    c. Record such document in the Office of the Register of Deeds of Kenosha County, Wisconsin.

3. **Severability.** Invalidation of any provision of these restrictions by judgment or other court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

4. **Building Location.** Subject to approval by the Architectural Control Committee, structures may be located anywhere on a lot, provided such location is consistent with the basic principles of good site interrelationship between the various other nearby structures and provided further that no structure or part thereof shall be erected contrary to FALCON HEIGHTS SUBDIVISION code restrictions. No structure or part thereof erected nearer than forty (40) feet from the lot line adjacent to the street located at the side of each building. No structure or part thereof erected nearer than forty (40) feet from the lot line adjacent to the street located at the side of each building if on a cul-de-sac, with a minimum of fifteen (15) feet for side yards, and a minimum of twenty five (25) feet for rear yards.

5. **Hedges and Fences.**

    a. No hedges over six (6) feet in height shall be permitted.

b. No hedges may extend to a point nearer to the street on which the house fronts than the front line of such house without Architectural Control Committee Approval.

c. No fence shall be permitted to extend nearer to any street than the front foundation line of the principal structure. Fences are for decorative use only and not for any type of containment except where codes designate. Decorative fences are not to exceed four (4) feet in height. Plans for all installation of fences must be submitted to the Architectural Control Committee and approved in writing. No chain link fences will be permitted. Pool fences may not exceed six (6) feet in height.

d. All fences, hedges, or walls are to conform to the accompanying house design and subject to approval by the Architectural Control Committee. Where pools are concerned, they are subject to approval by the Architectural Control Committee.

6. **Pets.** No animals may be kept or maintained upon any lot except dogs, cats, or other usual and ordinary household pets. No separate outbuildings or enclosures may be erected or kept upon any lot for the purpose of housing or restraining any animal or pet.

7. **Ground Filled on Building Site and Changing Contour.** Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, it shall be ground fill, free of waste material, and shall not contain noxious materials that will give off odors of any kind, and all dumping of fill materials shall be leveled immediately after completion of the building. All final grades of lots shall be achieved by owner of such property at time of issuance of occupancy permit. Therefore, it will be necessary, at lot owner's expense, to fill or remove, and then grade and contour lot to meet the approved grading plan. The Architectural Control Committee holds the right to request a final topographic survey of final grade on the lot of not less than thirty (30) foot intervals, to assure that design grades have been met. Any excess excavation of earth shall be removed from the building site. Grade plans shall be submitted to the Architectural Control Committee for approval before altering the contour of any lot as to 1) change the pre-existing surface water drainage as affects any adjoining lots, and/or 2) create a slope of more than three (3) horizontal to one (1) vertical within twenty (20) feet of any lot line. Finished grade of the house lots shall not be less than eighteen (18) inches no more than twenty-four (24) inches above the centerline grade of public road on which said house fronts. No sod, gravel, sand or soil may be removed from any lot except in connection with the construction of any building upon said lot and then only so much as necessary and essential in the furtherance of such construction. Under no circumstances shall any of such materials be removed beyond the Subdivision boundaries without the consent of the Architectural Control Committee.

8. **Land Preservation.** Lands lying outside of the designated building area of the property and within delineated conservation easements, wetlands, or floodplains as delineated on the Final Plat of Falcon Heights shall be preserved and protected by prohibiting grading, filling, excavation, or the removal of peat or topsoil within said areas; the erection of buildings; the removal or destruction of any vegetative coverage except dead and diseased vegetation, undesirable trees which are not on the list of acceptable tree species found in Chapter 18 of the Town of Salem Code of Ordinances, and noxious weeds as defined by the Town of Salem of Kenosha County; the introduction of plants not indigenous to the existing environment of

the preservation area; and grazing by domesticated animals. The intent of these restrictions is to serve as a perpetual instrument to maintain in natural, open uses the conservation easements, wetlands and floodplains of the FALCON HEIGHTS SUBDIVISION. All wooded parcels are subject to the DNR Protection Standards and mitigation is allowed.

9. **Landscaping.** All lots must be fully landscaped within a one (1) year period from date of occupancy. Each lot must submit a landscaping plan to the Architectural Control Committee prior to commencement of any landscaping work. Lawns may be permitted to plant without a landscaping plan and must be in compliance with O.C. permit. Each lot shall be required to plant three (3) trees of a 2 ½ inch caliber. One of these trees must be place within the front set-back limits. Lots that have existing trees may be exempt from this regulation, but still must meet the requirement of having one tree within the front set-back limits.

10. **Pond.** No dock piers or man-made structures shall penetrate the shoreline, and no watercraft shall be allowed to be left overnight.

11. **Noxious Activity.** No noxious, offensive, or dangerous activity of any kind may be conducted upon any lot; nor may any trade, business or profession be carried on, and generally no activities may be conducted which would constitute a nuisance to other owners of lots within the Subdivision.

12. **Signs.** No signs of any character, kind or description shall be maintained upon any lot in the Subdivision except "For Sale" signs of a size no greater than twenty-four (24) inches by twenty-four (24) inches, or signs bearing the name, address, or both of the resident occupying each lot. The Developer, its successors and assigns, shall be exempt from these sign restrictions during the entire development period.

13. **Swimming Pools.** No portion of a swimming pool shall be above the finished grade of the lot, nor shall any portion of a swimming pool or the adjoining enclosed area be constructed or maintained nearer to the street than the rear foundation of the principal structure. No swimming pool shall be constructed within conservation easements, wetlands, or floodplains as delineated on the Final Plat. A poolhouse will be considered an outbuilding. [Please make reference to Item #18 on Page 5 of 10.] No above-ground swimming pools will be allowed. Concealment of the pool by a deck or lattice will not be considered being in-ground.

14. **Tree and Brush Removal.** All trees, brush, stumps, roots or other similar materials that may be cut or cleared upon any lot shall be removed from the Subdivision, or in the alternate, reduced to firewood within thirty (30) days after such cutting or clearing. When any tree is felled upon any lot, it shall be done in such a manner that no stump or protrusion above the level of the ground remains.

15. **Completion of Construction.** The interior and exterior construction of a residence shall be substantially completed and ready for occupancy within one (1) year after commencement of construction; such time of completion shall extend to the extent of any delay due to strike, lockouts and acts of God. In its sole discretion, the Architectural Control Committee 1) shall determine when a residence is substantially completed and ready for occupancy; 2) shall determine the extent of the delay due to strike, lockouts and acts of God; 3) may, for good cause, allow additional time for completion of construction; and 4) shall meet all final lot grades proposed on final grading plan.

16. **Vehicular Storage.** No outdoor storage of boats, campers, trailers, tractors, farm implements, snowmobiles, tractor trailers, recreational vehicles, motorhomes, all-terrain vehicles, motorcycles, or commercial vehicles with signs is permitted.

17. **Temporary Structures.** No structure of a temporary character, no boat, trailer, truck, no basement, tent, shack, garage, barn or other outbuildings shall be used at anytime as a residence, either temporarily or permanently. No building shall be moved on any lot from another location. This provision shall not prohibit the construction of an outbuilding on a lot with advance, written approval of the Architectural Control Committee, provided that such outbuilding is located on a concrete slab and is constructed of material which matches the existing residence.

18. **Outbuildings.** Theses buildings shall be reviewed by the Architectural Control Committee. Each parcel is allowed one (1) outbuilding which must conform to the architectural style and design of the home, using the same materials and color scheme as the home. This structure shall not be used for any type of living quarters by human or animal. This structure must have a concrete foundation and full concrete floor. Any structure shall be a minimum of twenty-five (25) feet from the house and with the building set back limits and conform to all set-back regulations. The size of the outbuilding shall not exceed three-hundred (360) square feet, and may have a maximum length of twenty-six (26) feet, a minimum 7/12 pitch roof, any over head door or large access door shall not face the front of the street, such large doors shall be covered with material to give the appearance that it is not a door.

19. **Gazeboes.** Theses buildings shall be reviewed by the Architectural Control Committee. Each parcel is allowed one Gazebo which must conform to the standards of no larger than 225 square feet, and must be constructed of natural materials. This structure shall not be used for any type of living quarters by human or animal. This structure must have a concrete foundation. This structure shall be a minimum of twenty-five (25) feet from the furthest point of the rear of the house, and conform with the building set back limits.

20. **Garbage or Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. To ensure the attractive appearance of the Subdivision, all such equipment shall be kept in an enclosure and out of view from the street and adjacent or neighboring property owners.

21. **Other Structures and Equipment.** No above ground tank will be permitted on any lot. The location of all heat pumps, swimming pool pumps, satellite dishes, antennas and other similarly exposed mechanical devices shall be approved by the Architectural Control Committee prior to construction and shall be designed, placed, and constructed so as to be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and take into account safety concerns.

22. **Lot Maintenance.** The owner of any lot which is vacant shall keep the grass mowed and maintain said lot so that the grass shall not exceed the height of six (6) inches and all noxious weeds are destroyed. In the event that the lot owner fails to do so, the Architectural Control Committee, or Property Owners Association at the time of take-over of such duties, shall send notice of such failure and if said notice is not complied with within ten (10) days after

sending such notice, the Architectural Control Committee may perform said maintenance and charge the expense to the owner as a special assessment.

23. <u>Maintenance Requirements for Detention / Retention Ponds.</u>

I. ROUTINE MAINTENANCE.

A. Inspections.

1. Inspections of the ponds shall be a minimum of twice per year. Once in the Spring, once in the Fall. The inspection should be completed, preferably, during wet weather conditions to determine if the ponds are functioning properly.

2. Inspection priorities shall include:

a. Visual observation of the embankments for subsidence, erosion, cracking, and woody plant material growth.

b. Visual observation of the conditions of the emergency spillway.

c. Visual observation of accumulation of sediment and debris in the barrels of the outlet structure, the outlet structure trash grates and stepped weir structures.

d. Visual obstruction of the adequacy of upstream and downstream channel erosion protection measures.

e. Visual observation and confirmation of any modification of the contributory watershed.

f. Visual observation of the pond and channel side slope integrity.

g. Visual observation of grouted rip rap emergency spillways and scour pad for grout failure and overall structure integrity.

3. As-built plans shall be used for reference during the inspection procedures.

B. Mowing.

1. The side slopes and embankments shall be mowed at least two times per year to prevent the growth of woody plants and control weed growth.

2. Additional mowing to further control the growth of weeds may be completed at the discretion of the owner.

C. Debris and Litter Removal.

1. Debris and litter shall be removed from pond area.

2. Debris and litter shall be removed from the primary and emergency outlet structures to prevent clogging.

D. Erosion Control.

1. If the pond side slopes, emergency spillway and embankment suffer from slumping and/or erosion, correction measures such as re-grading, rip rap replacement, and re-vegetation may be required. The owner shall complete the appropriate corrective measure to repair the problem.

E. Nuisance Control.

1. Biological control of nuisance algae and mosquitoes, utilizing flat head minnows, should be considered in lieu of chemical controls.

2. Mechanical control of these nuisances may be considered as another option as opposed to chemical or biological control.

II. NON-ROUTINE MAINTENANCE.

A. Structural Repairs and Replacement.

1. Eventually, the primary outlets for the ponds will deteriorate and will need replacement. The primary outlet structures were built with reinforced concrete products. It is anticipated that the life of those structures should exceed seventy-five (75) years. Routine maintenance and inspections will ensure longevity of structures.

B. Sediment Removal.

1. A sediment clean-out cycle is recommended every ten (10) to twenty (20) years. The storm water management plan recommends sediment removal from the permanent pool area once the permanent pool depth is less than 3.5 feet.

2. Bottom surveys of the sediment depth shall be completed on a five (5)-year basis. If the sediment survey reveals an accelerated deposition rate, upstream conditions should be inspected for erosion control and sedimentation problems. Control of upstream erosion and sediment transport will decrease the rate of sediment deposition and thus preclude frequent, costly dredging and disposal operations.

III. ROUNTINE MAINTENANCE OF GRASS SWALES

A. Swale maintenance shall be required to keep the grass cover dense and vigorous.

B. Mowing shall be done on a regular basis throughout the growing season to maintain a maximum four (4) inch grass length.

C. Mowing shall be done, as necessary, to control undesirable woody plant material.

D. The grass swales shall be inspected once in the Spring and once in the Fall. Additionally, the swales should be inspected after major rainfall events.

E. The grass swales shall be re-seeded and repaired if bare spots or erosion has occurred.

F. Application of fertilizer and pesticides shall be used in moderation and only applied if absolutely necessary to maintain a dense stand of grass or to control nuisance insects.

24. **Maintenance of Landscape Buffers, Islands and, Entrance Median Island.** Maintenance of the landscape islands, shared easements, and 30' buffer shall be the responsibility of the Property Owners Association.

25. **Property Owners Association.** The owner of each lot in FALCON HEIGHTS SUBDIVISION and any additions thereto shall be a member of FALCON HEIGHTS SUBDIVISION Property Owners Association, Inc. (the Association), a Wisconsin non-stock membership corporation, organized for the purpose of owning, maintaining, improving, policing, and preserving properties in which its members have rights of common usage, and the Association shall also be required to perpetually preserve and maintain all wetland areas, all island landscaping in Subdivision streets, all conservation easements, wetland buffer areas, and other natural resource features as well as landscape easement and common areas for storm water management, (including all storm water detention and/or retention ponds), private recreation and natural resource preservations as shown on the Final Plat of the Subdivision. In Conformity therewith:

a. Each lot owner shall contribute the sum of Three Hundred Dollars ($300.00) to the Association at the time of closing the initial purchase of each lot from the Developer to fund the activities of the Association. Thereafter, the Association may determine, levy and collect assessments against all lot owners pursuant to Section 799.70 of the Wisconsin Statutes.

b. The rights, duties and responsibilities of the owners shall be subject to the Association's Articles of Incorporation and Bylaws and any duly adopted rules and regulations.

c. Starting at the time of purchase a monthly Association fee of Seventy-Five Dollars ($75.00) shall be contributed to the Association Trust Account for the development and maintenance of all common area For the first three (3) years there shall be a bi-annual meeting open to all members. Each lot owner present shall be allowed one (1) vote on any given subject.

d. As used herein, the term "owner" shall include joint or multiple individual owners, partnerships, corporations, and land contract purchasers.

e. In the event the Association should cease to exist or should fail to fulfill its obligations as stated herein or to pay the real estate taxes assessed against its properties within the Subdivision, the Town of Salem may cause such maintenance to be performed and levy the cost thereof as a special assessment against all of the properties within the Subdivision under the provisions of Section 66.60 (16), Wisconsin Statutes. Similarly, any real estate taxes remaining unpaid, together with any penalties and interest thereon, may be collected by the Town as a special assessment against all of the properties in the Subdivision, or the Town may seek a mandatory injunction requiring the Association to levy and collect assessments for such purpose.

f. It is intended and understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year, such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common elements. This includes taxes for Outlots 1, 2, and 3.

g. All mailboxes shall be purchased through Stafford Residential Development, LLC at the time of lot purchase.

26. **Modifications.** This declaration can be amended at any time by the execution by the owners of seventy-five percent (75%) of the residential lots in FALCON HEIGHTS SUBDIVISION of an amendment which shall take effect from the date of recording thereof. All such modifications shall be reviewed and approved by the Town Board of the Town of Salem.

27. **Enforcement of Restrictions.** If any lot owner or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning or co-owning any lot in said Subdivision to prosecute at law or in equity against the person or person violations, or to compel him, it or them to replace any grades for drainage or enforce any of these covenants and restrictions herein contained. The Town of Salem shall have the right, but not the obligation to enforce any provision hereof relating to lane preservation and maintenance for the benefit of the residents of the Subdivision.

28. **Agreement to Terms.** By acceptance of a conveyance of property which is subject to this declaration, the grantee, mortgagee, or transferee thereof acknowledges, accepts and agrees to its terms, rights, duties, and obligations and confirms in and grants to the Developers and FALCON HEIGHTS SUBDIVISION Property Owners Association, Inc., the right to enforcement of this declaration as aforesaid.

29. **Storm Water Agreement to Terms.** The Storm Water Agreement/Area Easement Agreement is a part of the Covenants and Restrictions for the Subdivision and made apart thereof and recorded with said Covenants and Restrictions.

Dated September 28, 2004

Stafford Residential Developments, LLC

By: _____ By: _____

Rick Zanow, Managing Member Gary Thompson, Managing Member

State of Wisconsin }

}

County of Kenosha }

Personally came before me on this 28 Day of September, 2004 the above named to me as the Developers.

Dawn Ryan 6-1-08

Notary Dawn Ryan

Drafted By:
Rick Zanow
+ Gary B. Thompson

EXHIBIT "K"

DESIGN GUIDELINES FOR FALCON HEIGHTS SUBDIVISION

1. **Dwelling Size and Quality.** All residences shall be built in traditional period design. No rolled or sheet roofing shall be used. Structural components such as trusses, joists, and panelized walls may be used. No used or second hand materials may be used in the exterior constructions of any building without the approval of the Architectural Control Committee. No pre-manufactured or used building may be moved onto any lot within the Subdivision. No exposed concrete block or concrete walls shall be used in the exterior of any building at any point above one foot above grade. Every residence hereafter erected, altered, or modified on Subdivision lots shall have minimum floor areas as follows:

Single Story	2200 sq. ft.
Two Story	2850 sq. ft., with not less than 1600 sq. ft. on the main floor excluding garage. (Two story is two (2) floors above front yard grade.)

For purposes of this provision, "floor area" shall be defined as the area within the exterior wall lines of a building and shall not include basements, garages, breezeways, and unenclosed porches, attics, and other areas not furnished or usable as living quarters.

2. **Foundation.** All exposed foundations shall not exceed twelve (12) inches. If top of foundation exceeds more than twelve (12) inches above approved yard grade at the building structure, it must then be treated with an approved exterior finish to cover the excess of foundation. All plans must show detail on how this is to be constructed. Plans shall designate at what points this is to occur. No cantilevers of livable space will be allowed off of the first floor foundation. In other words, all occupiable parts of the home shall have a foundation.

3. **Brick.** Where masonry is used on exterior walls, it shall terminate only at inside corners. This shall also apply to exterior panels of other materials such as vertical siding. All masonry shall return around outside corners to the other face of the home minimum one (1) foot, zero (0) inches. No utility-size bricks shall be used.

4. **Exterior Finishes.** All homes shall be constructed of natural materials which shall include wood, stone, brick, fiber cement sidings, EFIS, and stucco. No vinyl products shall be permitted except shutters, and decorative accent pieces. No aluminum shall be used except for gutters, downspouts, aluminum clad windows, soffit, storm doors, and overhead doors. All windows shall be of wood frame construction and may have a pre-finished aluminum cladding from the manufacturer. No all-vinyl, aluminum, or fiberglass windows shall be permitted. No vinyl or aluminum skirting covering the foundation shall be permitted.

5. **Roofing Material and Construction.** All roofing shall be dimensional-style roofing with at least 30 year warranty. Other approved roofing products shall be tile, standing seam metals, slate, or cedar shake. All building plans shall state what kind of material to be used. All dwellings shall have roof designs with 7/12 pitch or greater, or as approved by the Architectural Control Committee.

6. **Chimneys / Fireplaces.** All chimneys shall be of a masonry product, and shall have a minimum of thirty-two (32) square feet of surface area. Height of the chimney shall comply with State building codes which apply to all fireplaces of masonry. Thin or light-weight stone may be used, but first must be approved by the Architectural Control Committee prior to approval of plan. No siding shall be used as an exterior finish for chimney chases. Direct-vent fireplaces may be used, but venting must be flush on wall or extend beyond roof line with chimney. At no time shall a projection of building be used to contain a fireplace, unless it is treated in a way that it is not obvious that the projection is being used as a fireplace. The projection must be treated with 45° corners, and cannot be flush or closer than twelve (12) inches from the fascia board line.

7. **Window Treatments.** Window treatments which face the exterior such as grilles and trim work shall be consistent on all sides of home, except for specialty windows and windows that are in a different field of exterior finish. Such as a window in a brick veneer area does not have to conform to a window in a different field of siding or veneer except for grilles. Historic-style homes window treatments will be subject to Architectural Control Committee approval.

8. **Garages.** A minimum two- (2) car garage shall be constructed on a building site and shall be directly attached to the residential structure or attached by a breezeway. No construction of any apron for the purposes of storing any vehicle shall be permitted. It shall be recommended that all garages be side-load in nature.

9. **Driveways.** To minimize dust and to enhance the appearance of the Subdivision, the driveway or driveways shall, within one (1) year after issuance of the occupancy permit for a building site, be surfaced with concrete, blacktop or brick pavers. The Architectural Control Committee may ask for the specifications for the location and surfacing of the driveways and walkways. Approaches from curb, and including sidewalk, shall be concrete. Owner shall construct approach and sidewalk section per Town of Salem standards. Any and all inspections shall be the responsibility of Owner, and the Owner shall bear the cost of such. It shall be the responsibility of Owner to meet all required elevations, pitches, and control joints set forth by the accepted engineered plan for site development.

10. **Mailboxes.** All mailboxes shall be purchased through the developer. The style of mailbox will be consistent for all lots, and there shall be no deviation to this item.

11. **Utilities.** All electric light, telephone lines, television services lines, or any other cable or conduit running from utility service lines or transformers to any residence shall be underground.

12. **Fascia.** All fascia must be a minimum of 8" [eight inches] in height of nominal dimension.

13. **Wall Heights.** All first floor walls shall have a finished dimension of at least 9'-0" from first floor deck [flooring] to the top of the top plate, and all second floor walls shall have a finished dimension of at least 8'-0" from second floor deck [flooring] to the top of the top plate.