

ARTICLE III

LIVING ENVIRONMENT STANDARDS

Section 301. Building and Grounds Conditions. Each Owner shall prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on his Lot which tends to decrease the beauty of the neighborhood or the Subdivision as a whole or in the specific area.

Section 302. Garage Doors. Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

Section 303. Maintenance Equipment. All maintenance equipment, including yard and garden equipment, shall be stored in an enclosed Structure or otherwise adequately screened so as not to be visible from neighboring property or adjoining streets.

Section 304. Clotheslines. No outdoor clotheslines will be permitted, unless such clotheslines are approved by the Declarant and are placed upon a Lot in such a manner as not to be visible from any adjoining or adjacent streets or Lots.

Section 305. Refuse. No ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefore, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining streets, except during refuse collections.

Section 306. Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on any Lot or in any living unit or Structure. No annoying lights, sounds or odors shall be permitted to emanate from any living units or Structure.

Section 307. Sound Devices and Lighting. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes shall be located, used or placed on any Structure or within any Building Site. No electromagnetic light or any physical emission that may interfere with aircraft, aviation, communication, or navigational aides shall be allowed on any lot.

Section 308. Landscaping. Within six months after substantial completion of a dwelling or within any extension of that period granted by the Declarant, all landscaping shown in any approved landscaping plans must be properly installed. Unless otherwise approved by the Declarant, all landscaping shall comply with Landscape Design Guidelines for Centennial Glen which shall be established by Declarant and may be amended or modified by Declarant from time to time. The City of Colorado Springs often provides the first home buyer within a newly developed subdivision with a street tree. Each Owner receiving such a tree from the City shall be required to plant that tree within the front yard area, provided such area exists on that Lot. Notwithstanding anything contained in these Covenants to the contrary, upon the sale of any Lot by Declarant to an Owner who is not the Declarant, such Owner of any such Lot shall be solely responsible, at said Owner's sole cost and expense, for the initial installation of landscaping to be placed upon the Lot. Each Owner acknowledges and agrees that all landscaping installed upon such Lot shall be consistent with an approved landscaping plan. .

Section 309. Weeds. All yards and open spaces and the entire area of every Lot on which no Structure has been constructed shall be kept free from plants or weeds infected with noxious insects or plant diseases and from weeds which, in the reasonable opinion of the Declarant, are likely to cause the spread of infection or weeds to neighboring property and free from brush or other growth or trash which, in the reasonable opinion of the Declarant, causes undue danger of fire.

Section 310. Mowing and Pruning. In order to effect insect, weed and fire control and to prevent and remove nuisances, the Owner of any Lot shall mow, cut, prune, clear and remove from the Lot diseased trees, unsightly brush, weeds and other unsightly growth and shall remove any trash which may collect or accumulate on the Lot. The Declarant has the right (but not the duty) to enter upon any Lot and perform this work after Due Notice to the Owner, in which case the reasonable costs incurred by the Declarant in performing such work will be an additional assessment against the Lot involved and, if unpaid by Owner, shall result in the imposition of a lien on such Lot subject to foreclosure as provided in Section 5.04 below.

Section 311. Transmitters. No electronic or radio transmitter of any kind which tends to interfere with or create a nuisance with respect to any other Lots or the Owners thereof, other than garage door openers or cordless telephones, shall be operated in or on any Structure or within any Building Site.

Section 312. Animals. Domesticated birds or fish and other small animals permanently confined indoors will be allowed. No other animals, except an aggregate of not more than two domesticated dogs and/or cats (which must be restrained at all times within the Lot), will be permitted within the Subdivision. No animal of any kind shall be permitted which in the opinion of the Declarant makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Subdivision for any commercial purposes. An owner, family member, tenant or guest is responsible for any damages caused by his or her pet and shall be obligated to clean up after his or her pet while it is on the property. All dogs shall be kept on a leash and cleaned up after immediately when present in the Common Area. The Association may institute such rules as it deems advisable for the control of pets, including without limitation, prohibitions and restrictions, and may impose such fines as are necessary in its sole discretion to enforce such rules and this declaration.

Section 313. Trailers, Campers, etc. No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, motorcycle, any towed trailer unit or truck, excepting only pickups solely for the private use of the residents of a dwelling, shall be parked within any Lot or Building Site except in a completely enclosed Structure, or fully screened in a manner approved by the Declarant.

Section 314. Inoperative Vehicles. No stripped down, partially wrecked or inoperative motor vehicle, or any part thereof, shall be parked on any street or on any Lot in such a manner as to be visible from any neighboring property or street.

Section 315. Vehicle Repairs. No maintenance, servicing, repair, dismantling or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed Structure which screens the sight and sound of the activity from the street and from adjoining property.

Section 316. Signs. The only signs permitted on any Lot or Structure shall be:

- (a) One sign of customary size for offering of the signed property for sale or for rent;
- (b) One sign of customary size for identification of the occupant and address of any dwelling;
- (c) Multiple signs for sale, administration and directional purposes installed by or with the permission of Declarant during development;
- (d) Signs as may be necessary to advise of rules and regulations or to caution or warn of danger; and
- (e) Such signs as may be required by law.

Except for permitted signs, there shall not be used or displayed on any Lot or Structure any signs or any banners, streamers, flags, lights or other devices calculated to attract attention in aid of sale or rental. All permitted signs must be professionally painted, lettered and constructed

Section 317. Construction Activities. During construction, all construction debris will be stored in a manner which will prevent its being blown away or otherwise dislodged by storms or high winds and will be removed from the construction site at least once per week. If these requirements are not complied with during construction, the Declarant may notify the Owner or contractor involved, and, if the deficiencies have not been remedied within the next two days, the Declarant may then remove the trash and debris. The Owner and Contractor involved will have no claim for damages or otherwise on account of such removal, and all costs incurred by the Declarant will be an assessment against the Lot involved and will be paid by the Lot Owner within 30 days after receipt of a bill from the Declarant. If this assessment is not timely paid, it will become a lien against the Lot involved as provide in Section 504 below.

Section 318. Drainage. All changes from existing drainage channels or patterns on any Lot must not cause any harm or damage to other property, whether within or outside the Subdivision. Grading shall be maintained at all times so as to conduct irrigation and surface waters away from any Structures on the Lot or any adjacent Lot, and so as to protect foundations and footings from excess moisture. Special attention shall be paid to the revegetation of approved grades and cuts to eliminate erosion. Changes of more than one foot from existing grades require the approval of the Declarant.

Section 319. Hazardous Materials. No materials shall be transported to, from or within the Subdivision in such a way as to create a nuisance or hazard. Storage, use or disposal of hazardous or radioactive material within the Subdivision is prohibited. Any continued or intensive use of pesticides or herbicides is deemed to be a use of hazardous materials.

Section 320. Solar Devices. The utilization of passive or active solar energy devices is encouraged. However, all solar devices must either be architecturally and aesthetically integrated into the Structure they serve or be screened from the view of adjacent Lots and streets in a manner satisfactory to the Declarant.
