

EMERALD HIGHLANDS AT MURPHY'S LANDING
(KILLARNEY HILL, SECTION I AND I-A)

ARCHITECTURAL STANDARDS

All dwellings constructed upon any homesite in this development shall conform to the following restrictions:

1. All dwelling exteriors shall have One Hundred (100) percent masonry construction on the first floor, except front porches, bay windows, breezeways, and gables. Wood siding is allowable on the upper walls of multi-story homes. Period Houses may be submitted for Architectural Approval.
2. There shall be no vinyl or aluminum siding on any dwelling, except for soffits.
3. No lot shall be used or maintained as a dumping ground for rubbish trash or garbage. Antennas, masts, towers, or satellite dishes of any kind will not be permitted on any lot or outside any dwelling, unless first approved by the Approved Builder. No trash or building materials may be burned or buried on any lot within the development and all lots shall be kept clean at all times during construction. Dumpsters or trash cages shall be used and located on each lot during any construction with all trash and excess materials stored therein.
4. Outside storage buildings are not permitted. Gazebos, pool houses, etc. may be submitted to the Approved Builder for approval.
5. All chain link (including but not limited to galvanized and vinyl coated) and wood or wood-simulated fences/privacy panels are not permitted.
6. The ground floor living area of all single story dwellings shall contain not less than 2,000 square feet and no two (2) story dwelling shall contain less than 1,200 square feet of living area on the ground floor, provided the total living area shall not be less than 2,400 square feet total (exclusive of open porches, basements, garages, and other areas not considered living area), provided however, that the Architectural Control Committee as hereinafter defined and comprised may, in its sole discretion, permit a single story ground floor living area of less than 2,000 square feet, but in no event less than 1,800 square feet where the

elevations and floor plan proposed by the lot owner are determined by the Architectural Control Committee to be particularly suited to the lot and compatible with the theme of the development and the adjacent dwellings. All conditions are subject to the zoning covenants in force for lots that perimeter the existing homesites of Timber Hills.

7. All dwellings shall have at least a two (2) car finished, attached garage.
8. No dwelling shall be constructed on a "slab" floor. All dwellings shall have crawlspaces or have basements where practical.
9. Above ground pools are not permitted.
10. The minimum roof pitch shall be 8/12.
11. Total side yards are 12 feet with a minimum of 6 feet on each side.
12. Any party other than the developer who secures title to a homesite in this community agrees to begin construction of the residence on or before one (1) year from the date title is transferred. Failure to honor this condition shall establish an option by the developer to repurchase said homesite for cash at the original selling price. The developer shall give written notice within ninety (90) days of the expiration of the aforesaid one (1) year period to the purchasers of said homesite. (Exception: All lots in Emerald Highlands titled to Steven R. Morse Custom Homes.)
13. Mailboxes shall be standardized according to specifications supplied by the developer.
14. Purchaser must submit a complete set of construction plans to the Architectural Committee which will review the plans before construction shall commence. After being reviewed and approved, the plans will be stamped and signed by one member of the committee. The plans will be returned to the Purchaser.
15. Front yards are to be seeded and/or sodded; the purchaser, at his expense, agrees to plant in the front yard at least three trees selected from a list to be supplied by the developer.
16. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any homesite, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. Any

animal so kept shall not be permitted to roam at large within the community and shall be confined to the purchaser's premises.

17. No trade shall be permitted upon any homesite in the community, nor shall anything be done thereon which may become a nuisance or annoyance to the neighborhood.
18. No refuse shall be maintained on any homesite. Garbage and trash shall be kept in approved containers which are not visible from the street, except on collection day.
19. At the purchaser's expense, a standardized front yard light shall be erected on the homesite. Specifications will be provided by the developer.
20. Participation in the Homeowner's Association is mandatory. The assessed dues will be determined by the Association.
21. Formation of an Emerald Highlands Homeowners Association will be established when ninety (90%) of the lots have been deeded from the Approved Builder. Terms and Conditions of the Association will be established at the time the Homeowners Association is formed. These terms and conditions must be in accordance with the terms and conditions of the Murphy's Landing Homeowners Association.
22. Sidewalks are required on each homesite in the community. It is the purchaser's responsibility for the cost and installation.
23. Driveways shall be constructed of concrete, asphalt, and/or masonry.
24. Panelized construction shall not be permitted.
25. Windows shall be constructed of wood or clad wood. No aluminum windows shall be permitted.
26. All chimney flues must be of similar masonry material of the house.
27. No signage of any type will be permitted in the yard except for a "For Sale" sign with specifications to be supplied by the Approved Builder. Violation of this sign restriction will result in Fifty Dollars (\$50.00) per day; liquidated damages shall be payable to the Approved Builder until such time as the Homeowners Association owns and is responsible for the maintenance of the common areas, at which time, such liquidated damages shall be payable to the said Association. The exception will be the Approved Builder may use signs while in the community with homes under construction.

28. Each lot shall be kept in a neat and pleasing manner, with the grass mowed when necessary to maintain a growth of six (6) inches or less at all times. Campers, recreational vehicles or boats of any kind may not be stored or parked on any lot outside the main dwelling or garage. Any motor vehicle which is inoperative or unlicensed and not being used for normal transportation shall not be permitted to remain on any lot. All basketball backboards and any other fixed games and play structures shall be located behind the front foundation line of the main structure and within lot setback lines, and must be approved by the Architectural Control Committee prior to location on the premises. It is the intention of this restriction to assure that lots and surroundings present a park-like appearance.
29. The lot owner agrees to comply with the developer's established erosion control plan and to take all erosion control measures deemed necessary during land disturbing activity.
30. All costs of litigation and attorney's fees resulting from violation of these Architectural Standards shall be the financial responsibility of the lot owner or owners found to be in violation.
31. The developer reserves the right to amend the Architectural Standards, to be effective when received by an involved lot owner or when recorded, whichever occurs first.