

Declaration for Architectural Control Committee Jester Estates

Recitals:

The purpose of this Declaration is to preserve so far as possible the natural beauty of the property; to avoid harsh contrasts between structures and landscape; to guard against the erection of poorly designed or proportioned structures or use of unsuitable materials; To encourage and secure the erection of attractive improvements which are harmonious with their sites; to encourage freedom of individual expression in the development of the land and the buildings, limited only to these protections which seem to be mutually advantageous; and in general to enhance the environmental quality and economic value of the property.

Now, therefore, Declarant hereby declares that the Property described above shall be held, sold, used, developed, occupied, leased and conveyed subject to the following reservations, easements, restrictions, covenants and conditions and which shall run with the property, and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

The ACC is wholly independent of the JHOA and shall consist of at least two members. The committee shall keep and maintain written records of all actions taken by it. The ACC shall approve or disapprove any material or development plan within 30 days after the date shown on the submitted receipt. If the committee requests additional materials or plans during the initial 30 day period such 30 day period shall automatically be extended 15 days. An additional 15 day extension shall occur for each additional request. If the additional information is not received by the ACC on or before the required date, then the development plan shall be automatically disapproved. All decisions by the ACC shall be final and conclusive.

Article 1:

Structures and Fences: Shall mean anything erected, constructed, placed, laid or installed in, on or over said real property which requires a location on or in the ground (except vegetation) and requires approval in writing from the ACC. Fences over 6 ft tall on back property line are not permitted unless downward topography slope dictates such in which case 7 ft. Maximum height is allowed. Forward property fences over 4 ft tall are not permitted.

Improvements and Alterations:

No structures, improvements, alterations, repairs (excluding routine repairs) excavations or other work which alters the exterior appearance of any structure located thereon from it's natural or improved state existing on the date such property was first conveyed in fee to the current owner shall be made without prior approval of the ACC.

Time for Construction:

Construction of a structure or improvements shall be continuous and proceed in an orderly fashion without interruption and shall be completed within a reasonable time.

The ACC shall have the authority to adopt, amend, add to, replace and rescind, from time to time, procedural or substantive rules to make more definite and certain, and to carry out the purpose of and intent of the provisions of this Declaration. Any conflict between such rules and provisions shall be resolved in favor of the intent of the Declaration. Failure by the Declarant, ACC or association to enforce any restriction, covenant or condition shall in no event be deemed a waiver of their respective right to do so at a later time.

Article II:

Land Use

Single family residential use. All lots shall be used, improved and devoted exclusively to Single Family residential use with a minimum lot size of 5,750 sq ft. Each owner shall be required to submit a detailed development plan, pursuant to the Rules of the ACC, and such plan must be approved in writing prior to the commencement of construction or any improvements. Deviation from Approved Plan: All development plans approved in writing by the ACC must be complied with and any deviation, change or alteration not in compliance with said plan must be further approved in writing by the ACC.

Rentals: No portion of a lot, other than the entire lot together with the improvements thereon may be rented or leased, and then only for single family use.

Resubdividing: No lot within the Subdivision shall be further subdivided or separated into smaller lots or parcels by any owner without the written consent of the Association (JHOA) or ACC. No portion of any such lot or any easement or any interest shall be conveyed or transferred by any owner.

Combining of lots: An owner of two or more contiguous lots may, with written approval of the ACC, combine said lots into one lot. After said combination, the resulting lot shall be treated as one lot for all purposes of this Declaration including voting rights within the Association.

Attachment of Covenants on Resale or Remodel:

This Declaration shall attach following the lease or resale of the Property or any lot, and any remodeling, improvement or alteration shall be approved in writing by the ACC.

Successors:

Deeds of conveyance of any lot may contain the provisions, restrictions, covenants and conditions contained herein by reference to this Declaration; Upon becoming an owner as herein defined for himself, heirs, personal representatives, successors, transferees and assigns, binds himself to all the provisions, restrictions, covenants and conditions now or hereafter imposed by or under the authority of this Declaration and any amendments thereof.

Assignment of rights and obligations of Declarant:

The rights of the Declarant here under are fully assignable to any person, association or entity and any and all obligations and duties of Declarant are fully delegable and assignable to any persons, association or entity.

Article III:

Residential structure Requirements

Set backs: All city and county setback requirements will be observed. Minimum setback shall be 25 ft. No less than 5' of variance on each side of residential structure and 20 ft set back from back property line is allowed. The ACC reserves the right to impose additional setback in order to preserve lines of sight and views of neighboring properties. All single story structures shall have a floor area of not less than 2,200 sq. Ft. and 2,500 sq. Ft for two-story structures (exclusive of open and closed porches, patios, garages, balconies and decks).

Garages: Each residential structure shall have sufficient enclosed garage space, as approved by the ACC, to house all vehicles authorized by this Declaration.

Temporary structures and Garage apartments:

No mobile home, house trailer, tent, shack, garage apartment or out-building shall be placed, erected or permitted on any lot.

Minimum lot size:

No re-subdivision of existing lots shall be made which would create an additional lot and each lot shall have at least 65 ft of street frontage.

The ACC shall have the right to impose limitations on the exterior color and materials.

Roofing materials: Reflective roofing materials are not permitted. **Driveway:** The ACC shall have the right to impose limitations on driveway design, including materials, aprons, location and point of contact with dedicated roads, streets or private driveways.

Improvements/Repairs/Replacement: Shall mean the buildings, garages, fences, driveways, walls, lighting or landscaping that affect the natural condition of the land or drainage of surface waters on or across the land. **Exterior Renovations:** All exterior renovations or additions shall be approved in writing by the ACC before commencement. **Exterior lighting:** The ACC shall have the right to approve the location, number, size and design of all proposed exterior lighting which is detached from the main structure.

Article IV:

Enforcement by lien

There is, to the full extent of the law, hereby created a lien, with power of sale, on each lot within the subdivision to secure payment of any and all monies charged or levied against any lot owner for failure to comply with the restrictions, covenants and conditions, rights and duties, HOA and maintenance fees imposed, allowed or granted by the provisions of this Declaration. Such lien shall arise upon the failure of the owner to pay any monies charged or levied pursuant to this Declaration within thirty (30) days of the date on which the homeowner receives written notice of the charge. The total amounts due shall be the unpaid amount, interest thereon, collection cost and reasonable attorney fees.

Subordination of Lien: The lien shall be subordinate to the lien of any first mortgage.

Article V:

Definitions:

- a). **Developer shall mean all lots owned by the developer**
- b). **Owner shall mean and refer to the record holder of fee simple title to any lot**
- c). **“Association “ shall mean the Jester HOA**
- d). **Committee shall me the Architectural Control Committee (ACC)**
- e). **Board shall mean and refer to the Board of Directors of the JHOA**
- f). **“Common areas” shall mean and refer to those areas within the subdivision for recreation, aesthetics, nature preserve or neighborhood entrance.**