



Summary of Fianna Hills Covenants (*Full documents available at www.fiannahillspoa.com*)

1. **Architectural Modifications:** In order to keep beautiful and pleasing the overall visual effect of the development, all plans and specifications must be submitted to an Architectural Control Committee for its approval (of additions or exterior improvements) prior to the start of construction. Said committee will not have such wide discretion as to act arbitrarily or capriciously or unreasonably, but its actions will be limited to the approval or disapproval of plans, and the consideration of such other matters as may be directed to it for consideration pursuant to this Bill of Assurance and are in architectural conformity with the existing construction. Said conformity shall include landscaping and other external appearances. If the plans submitted are in conformity with the architecture of the surrounding area and are in compliance with city zoning ordinances, subdivision regulations and the provisions of this Bill of Assurance the Architectural Coordination Committee must approve of such plans.

The Committee will adopt bylaws, explaining the mechanics of its operation and providing for a maximum time within which plans must be acted on, if not acted on in that time, the same will be considered as automatically approved. In order to preserve the natural beauty of the land, approval must be given by the Committee before tree, five inches or more in diameter, and located outside the building line, is removed.

2. **Construction Projects:** No lot will be used for the storage of materials for a period greater than 30 days prior to the start of construction and thereupon construction for single family dwellings shall be completed within 12 months from the date construction begins. Construction of duplexes shall be completed within 14 months of the date construction begins. No lot shall be used or maintained as a dumping ground, and no trash, garbage or other waste shall be kept except in sanitary containers. All lots shall be maintained in a neat and orderly condition at all times.
3. **Carports & Garages:** All residences must have either a private garage or a carport for not less than two cars attached to the residence. Any detached structure to be built on the lot, such as a covered entertainment area, shall conform to the basic styling of the dwelling thereon, the plans for such structures must be submitted to the Architectural Control Committee. Carports will be permitted only if placed where they will not be between the residential any street adjoining the property. In the-case of a multi-family residence, such house will have a minimum of one garage or carport per living unit.
4. **Outbuildings:** No outbuilding or tent or shack or garage or barn or any vehicle, capable of use as living quarters, either permanently or temporarily, may be erected on or moved onto any lot in the addition by the owner, except construction trailers during the period of construction. No structure of any temporary character shall be permitted on any lot. No residence previously used shall be moved onto any lot in this addition.

5. **Fences:** All fences must be of ornamental design unless there is a provision given by the Architectural Coordination Committee (ACC). No fences consisting of wire or metal posts only will be allowed. Plans for all fences must be approved by the ACC prior to construction thereof. In connection with approval of said fencing, consideration will be given to height and material of same, as well as aesthetic coordination with neighboring areas. A factor to be considered by the ACC in its decision regarding approval of the fence will be the extent to which any such fence may obstruct views of surrounding property owners. The design and construction of all swimming pools must be approved by the ACC.
6. **Nuisance:** No obnoxious or offensive trade or activity shall be carried on or upon any lot, nor shall anything be done thereon that may be or may become an annoyance or a nuisance to the neighborhood. No mineral development of any kind shall be permitted in the addition. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
7. **Signage:** No sign of any kind shall be displayed to the public view on any lot except one professional sign, advertising the property for sale or rent, or signs, used by a builder or agent to advertise the property during the construction and sales.
8. **Automobiles:** There shall be no automobile repairs or parking of dead or junk automobiles, trucks or motorcycles as same are customarily defined on either the front or rear of any residential site, nor shall there be any repair work permitted on said vehicles on any of the residential sites so that said vehicles under repair may readily be seen by occupants and owners of neighboring residences, except for those emergency repairs which would be only occasionally required as the result of unexpected malfunctions. It is the specific intention of this covenant to prohibit the practice of keeping and maintaining automobiles, trucks or motorcycles or any other vehicle which is constantly or periodically being repaired or modified and which is kept in plain view of other neighboring residences. Parking of motor vehicles shall be limited to driveway, carport, garage or next to the curb of a street if otherwise permitted by law.
9. **Recreational Vehicles (2003 Revision):** No boats, wave runners, watercraft or other such similar marine craft or trailers shall be kept on or adjacent to any lot where the same would be within public view; however, such boats, wave runners, watercraft or other such similar marine craft or trailers may be parked on a temporary basis for purposes of loading, unloading, minor maintenance or other such similar temporary activities. No boats, wave runners, watercraft or other such similar marine craft or trailers may be kept within public view on any lot for more than a forty-eight (48) hour period.
10. **Satellites:** No satellite, dish or antenna shall be placed upon any lot subject to these covenants without the approval of the Architectural Coordination Committee.
11. **Replatting:** No person other than the developer shall be entitled to replat or subdivide a lot unless approved by the Architectural Coordination Committee.