Provisions primarily regarding **Homeowners ("Owners")** although "Builders" must also comply:

18. No lights of size or design similar to city street lights may be erected or installed on any lot within the Subdivision. Exterior security or spot lights shall not shine directly towards adjacent lots or the private roads.

19. Declarant (Developer) agrees to provide USPS approved cluster mailboxes at designated locations throughout subdivision for homeowners per government regulations. Should recent government regulations requiring said cluster mailboxes be repealed, each property owner shall at his/her sole expense, obtain, erect and maintain an ornamental "KINGSTON CREEK" iron mail box in accordance with the type, model and specifications approved by the Declarant, and no mail box or receptacle of any other type or design will be allowed.

20. At a minimum, landscaping shall include plantings on the front and side elevations, and Bermuda or Zoysia sod front and side yards, unless otherwise approved in writing by Declarant and/or Architectural Committee.

21. Each yard shall be kept mowed and the landscaping well-maintained, and each yard shall be maintained under a Weed Control Contract (or equivalent) with a reputable company or individual that specializes in lawn care and weed control services.

22. Each lot Owner shall maintain the exterior of all buildings and improvements on his/her Lot in a good and workmanlike manner and shall present a neat and clean appearance upon the Lot including painting, repairing, replacing and caring for: roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, and other exterior improvements and shall do nothing on a Lot that renders it *unattractive, unsightly, or a nuisance* to the Subdivision.

    Should the homeowner desire to repaint the exterior of the house or any portion thereof (front door, shutters, gutters, downspouts, garage doors, etc.), the new color must be neutral and shall be specifically approved in writing by Declarant and/or the Architectural Committee, as set forth in Article VI.

    Additionally, if the Declarant and/or Architectural Committee feels any such conditions could affect existing and/or future home sales, the offending lot/home owner(s) will be notified by the Declarant/Architectural Committee of any violation and/or fines, and given 30 days written notice to correct said nuisance, thereby avoiding said monetary penalty as set forth in Article VI.

23. All FENCING and GATES visible from street (including corner lots) shall be will be white vinyl (similar to the KINGSTON CREEK entrance fence), or black aluminum six (6) feet in height. All fencing NOT directly visible from street shall also be six (6) feet in height, and be either be of white vinyl (similar to entrance fence), black aluminum, or CEDAR "shadow-box" construction, unless specifically approved in writing by the Declarant. However, four (4) foot wrought iron or aluminum fences may be allowed as pool enclosures only (at least 5 ft. off property line), if specifically approved in writing by the Declarant and/or Architectural Committee.

    Where NOT visible from street, any CEDAR "shadow-box" stain, paint color, alternate design, construction, and/or location must be approved in writing by Declarant and/or Architectural Committee.

    No fence will be allowed beyond the front setback line of any lot (or beyond the front of the house, unless approved by the Declarant or Architectural Committee). No fence on any corner lot shall extend past the minimum side setback requirement of either street (for sight distance & safety purposes), unless approved by the Declarant or Architectural Committee. **Chain link fences are expressly prohibited**.

24. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling unit and other buildings or structures customarily used as "outbuildings" or pool-houses for a single-family dwelling, and which are, additionally, of a *permanent* nature, of *similar* design and construction to the single-family dwelling and are *specifically* approved in writing by the Declarant or Architectural Committee. No temporary buildings shall be permitted.

25. The total ground area occupied by a dwelling and accessory building(s) on any lot shall not exceed 35% of the total area of the lot.

26. Tennis courts, basketball courts, batting cages (and associated fences and/or lighting) and any other similar additions or improvements which in any way service the main dwelling shall be approved in writing by the Declarant and/or Architectural Committee.