

ARTICLE II
USES AND RESTRICTIONS

All property within the subdivision shall be held, used and enjoyed, subject to the following limitations and restrictions:

Section 2.01 Private Residential Purposes. Dwelling Units shall be occupied and used by the respective Owners solely for private residential use of the Homeowner, his/her family, tenants and social guests and for no other purpose. No gainful occupation, profession, trade or other non-residential use shall be conducted on the Property, except that Developer may maintain sales or Construction office and sales models on the Property.

Section 2.02 Renting. Each Owner shall have the right to lease or rent his/her Dwelling Unit; provided, however, that any lease agreement, including any agreement to lease the Unit on a month to month basis, must be in writing and must provide that the failure of any lessee to tenant to comply with the Rules, By-Laws, Articles and provisions of this Declaration shall be a default under the lease.

Section 2.03 Antennas and Exterior Additions. No exterior antennas or other devices for the transmission or reception of radio and television signals shall be erected or maintained on the Property without prior written authorization of the Board. The Developer shall determine the standards for exterior television antennas. Further, no exterior devices, additions, structures or accessory buildings other than initially installed by Developer shall be constructed on the exterior of a Dwelling Unit (Including the roof) without the written authorization of the Board.

Section 2.04 Solar Devices. No solar devices, of any type shall be erected or installed without the approval of the Architecture Committee as set forth in Section 3.09 herein.

Section 2.05 Insurance Rates. Nothing shall be done or kept on any Lot or Common Area which will increase the rate of insurance on such property nor shall anything be done or kept on any Dwelling Unit or Common Area which will result in the cancellation of insurance on any such property or which would be in violation of any law.

Section 2.06 Signs. No signs of any kind shall be displayed which are visible from neighboring property without the approval of any law.

A. Such signs as may be required by legal proceedings; and,

B. Such signs as may be used by Developer in connection with the development of the subdivision and sale of Dwelling Units; and,

C. Such signs as may be approved by the Board indicating a Dwelling Unit is for sale or lease.

Where the Board's approval is required, it shall approve the nature, composition, number, size and location of all signs, unless excepted hereunder.

Section 2.07 Animal. No animals of any kind shall be raised, bred, or kept on the Property, except that a reasonable number of generally recognized house or yard pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No animals shall be allowed to become a nuisance. A "reasonable number" as used in this Section shall ordinarily mean no more than two pets per Dwelling Unit; provided, however, the Board may determine that a reasonable number in any instance may be more or less. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal is general recognized house or yard pet or a nuisance, or whether the number of animals is reasonable.

Section 2.08 Nuisances. After completion of construction of all Dwelling Units and landscaping of Lots by Developer, no rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the subdivision, and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purpose, shall be located, used or placed on any such property without the prior written approval of the Board. The Board in its sole discretion shall have the right to

determine the existence of any such nuisance.

Section 2.09 Growth and Planting. The growth and planting in the Common Area and the front yard areas, shall not be removed or destroyed unless written permission is first obtained from the Board. Owners must obtain the Board's written approval before planting in the Common Areas. No planting of any type (including grass) that will require irrigation shall be placed within five (5') feet of any portion of any building which comprises all, or a portion of, a common wall. Any plantings in any area which is not enclosed by a patio wall or fence, including entrance ways, shall be subject to approval by the Architectural Committee as set forth in Section 3.09 herein.

Section 2.10 Violation of Rules. If any Owner, his/her family or licensee, tenant or lessee or invitee violates the Board's rule, the Board may, in addition to any other enforcement provisions contained herein, suspended the right of such person to use the common Areas, under such conditions as the Board may specify, for a period not to exceed sixty (60) days for each violation. Before invoking any such suspension, the Board shall give such person notice of hearing before the Board.

Section 2.11 Exemption of Developer. Nothing in these Restrictions shall limit the right of Developer to complete excavation, grading and construction of improvement to any property within the subdivision, or to alter the foregoing or to construct such additional improvements as Developer deems advisable in the course of development of the subdivision so long as any Dwelling Unit therein remains unsold, or to use any structure in the subdivision as a model home or real estate sale or leasing office. Developer need not seek or obtain the Board's approval of any improvement.

Section 2.12 Drainage. There shall be no interference with the established drainage pattern over any property, including any private drainage ways or easements, within the subdivision, unless adequate provision is made for proper drainage conforming to all applicable governmental rules, regulations, ordinances and drainage criteria and is approved by the applicable governing body or its duly appointed representative. For purposes hereof, "established drainage" is defined as the drainage which exists at the time the overall grading of the Property is completed, or which is shown on the Plat or on any plans conforming to applicable rules, regulations, ordinances and drainage criteria approved by the applicable governing body or its duly appointed representative. In the event the Developer, as a part of the construction of Dwelling Unit, shall construct "cut outs" in any patio wall or fence, or construct drainage swales or storm drains

across any Lot, said cut outs, swales and drains shall be maintained by the Owner of such Lot free and clear from all debris, refuse and any other foreign matter which shall in any way interfere with or hinder the free flow of water as originally constructed. In the event of the failure of any Lot Owner to so maintain said cut outs, swales and drains, other Lot Owners benefited by such cut outs, swales and drains shall have no cause of action against the Association, but shall proceed solely against that Lot Owner.

Section 2.13 Unsightly Articles. No unsightly articles shall be permitted to remain so as to be visible from adjoining Dwelling units or from the street or public way. Grass, shrub or tree clipping and all machinery, storage piles, wood piles, garbage or trash containers shall be kept within an enclosed structure or appropriately screened from view of adjoining property or from streets or public way except when necessary to effect such collection. The Board shall have sole discretion in determining if any activity by an Owner is in violation in this Section.

Section 2.14 Trash Containers. No garbage or trash shall be placed or kept on any property within the subdivision except in covered containers of a type, size and style which have been installed by Developer or have been approved by the Board. All rubbish, trash or garbage shall be removed from the Dwelling Units and shall not be allowed to accumulate thereon. No incinerators shall be allowed. Trash/garbage collection areas shall be jointly and severally responsible for keeping said common collection areas in a clean and sanitary condition. The Board shall have sole discretion in determining if any activity by an owner is a violation of this Section 2.14.

Section 2.15 Right of Inspection. During reasonable hours, any member of the Board, or any authorized representative of any of them shall have the right upon reasonable notice to the Owner of a Dwelling Unit to enter upon and inspect any property within the subdivision (except the interior of Dwelling Units), for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

Section 2.16 Mail Boxes. Developer or Board shall determine the location, color, size, design, lettering, and all other particulars of all mail and paper delivery boxes, and standards and brackets and name signs for same in order that the area be strictly uniform in appearance with respect thereto.

Section 2.17 Vehicles/Garages. The use of all vehicles, including but not limited to trucks, automobiles, bicycles and motorcycles shall be subject to all Rules set by the Association, which may prohibit or limit the use thereof, provide parking regulations, or generally regulate same. Any and all items stored in a garage area shall be stored so as to conceal same from view from adjoining property, or from the streets or public way, and further, garage doors shall be kept closed at all times, except as may be reasonably necessary for ingress, egress and normal day-to-day activities which require the utilization of the garage. At no time shall there be any outside storage of motor vehicle in stages of construction, reconstruction, modification or rebuilding of parts of motor vehicle such as frames, bodies, engines or other parts or accessories. Further, the storage or parking of any recreational vehicle, commercial vehicle or boat, other than completely within Owner's property and concealed from view from the streets or public way, is prohibited.

Section 2.18 Diseases and Insects. No Owner shall permit anything or any condition to exist upon any property within the subdivision which shall induce, breed or harbor infectious plant diseases or noxious insects.

Section 2.19 Pools, Spas & Playground Equipment. Playground equipment, pools & spas including, but not limited to, swings and teeter-totters, shall not be installed, erected or placed within five (5') feet of any fence within the Subdivision. Pools & Spas need Architectural Committee approval.