

ARTICLE 3

GENERAL RESTRICTIONS APPLICABLE TO COMMUNITY AREA

All real property within the Community Area shall be held, used, and enjoyed subject to the following limitations and restrictions, and subject to exemptions of Declarant set forth in this Declaration. Subject to the Deed Restrictions, the strict application of the following limitations and restrictions in any specific case may be modified or waived in whole or in part by the Design Review Committee if such strict application would be unreasonably or unduly harsh under the circumstances. Any such modification or waiver must be in writing or be contained in written guidelines or rules promulgated by the Design Review Committee.

3.1. **Maintenance of Community Area.** No property within the Community Area shall be permitted to fall into disrepair, and all property within the Community Area, including any Improvements and landscaping thereon, shall be kept and maintained in a clear, attractive, and slightly condition and in good repair. Maintenance, repair, and upkeep of each Lot shall be the responsibility of the Owner of the Lot. Maintenance repair, and upkeep of Association Properties shall be the responsibility of the Association. Violation of this provision by an Owner shall permit the Association, after Notice and Hearing, to enter on the Lot of the Owner and cure the violation or cause compliance with this provision and to levy and collect a Reimbursement Assessment for the costs and expenses of the Association in so doing; provided, however, that there shall be no entry into the interior of an Improvement intended for human occupancy without the consent of the Owner thereof unless a clear emergency exists.

3.2. **Property Uses.** All Lots shall be used for private residential purposes. Except as otherwise provided herein, no dwelling erected or maintained within the Community Area shall be used or occupied for any purpose other than for a single-family dwelling. Notwithstanding the foregoing, business activities associated with the sale of Lots or residences constructed thereon shall be allowed. In addition, in-home businesses or occupations not involving the servicing of customers or employees, other than the Owners, shall be allowed, provided such activities are conducted solely within the residence and do not create or result in any nuisance or any unreasonable, unwarranted, or unlawful use or interference with public rights, including, but not limited to, unreasonable or unwarranted use or interference with public streets, excessive traffic or parking requirements, rights-of-way, or sidewalks, or in any other offensive or noxious activities. Notwithstanding anything to the contrary, Declarant and its successors and assigns shall have the right to construct and operate a temporary building or mobile home as a development sales office and nothing recited in the Declaration shall be applicable to restrict, interfere, limit or be applicable to Declarant's sales activities concerning the Community Area which activities are specifically exempted until all lots are sold to an Owner.

3.3. **Construction Type.** All construction shall be new. No building previously used at another location nor any building or structure originally constructed as a mobile dwelling or structure may be moved onto a Lot, except as expressly hereinafter provided for Declarant's or its successors and assigns, temporary buildings. The foregoing restriction shall be enforceable in the same manner

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as the other Special conditions set forth in Article 10 hereof. No building shall be erected or maintained on any Lot unless it complies with all applicable control standards, including any governmental ordinances, and the Design Review Committee. Further, the following construction standards shall apply as set forth in Section 4.7

3.4. Building Envelopes. All dwelling units erected or placed on any Lot shall face the road or street adjacent to the Lot as shown on the recorded Plat for such Lot and such dwelling unit shall be constructed solely within the Building Envelope for such Lot. Except as otherwise provided herein, no Improvements shall be constructed upon any portion of a Lot except within the Building Envelope for such Lot. No Improvement of any kind other than approved landscaping, shall be constructed or placed upon any Lot outside any perimeter fencing located upon such Lot. In no event shall any dwelling exceed seventy-five percent (75%) of the surface area of the Lot.

3.5. No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any property within the Community Area, nor shall anything be done or placed thereon which is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others.

3.6. Annoying Sounds or Odors. No sound or odor shall be emitted from any property within the Community Area which is noxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, other than security devices used exclusively for security purposes, shall be located or used on any property except with the prior written approval of the Design Review Committee.

3.7. No Hazardous Activities. No activity shall be conducted on and no Improvement shall be constructed on any property within the Community Area which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property within the Community Area and no open fires shall be lighted or permitted on any property within the Community Area except in a contained barbecue unit while attended and in use for cooking purposes or within an interior or exterior fireplace designed to prevent the dispersal of burning embers.

3.8. No Unsightliness. All unsightly conditions, structures, facilities, equipment, objects, and conditions shall be enclosed within a structure, including equipment and garden or maintenance equipment except when in actual use.

3.9. Weeds. All yards and open spaces and the entire area of every Lot on which no building has been constructed shall be maintained in accordance with standards to be established by the Design Review Committee. In addition, each Lot shall be kept free from brush or other growth or trash which, in the reasonable opinion of the Design Review Committee, is unsightly or causes undue danger of fire. Notwithstanding the foregoing, the Design Review Committee shall be authorized to permit landscaping on a Lot in accordance with a landscaping plan approved by the Design Review Committee in accordance with the provisions hereof.

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3.10. Restrictions on Garbage and Trash. No refuse, garbage, trash, lumber, grass, shrub, or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed structure or appropriately screened from view, except that any container containing such materials be placed outside at such times as may be necessary to permit garbage or trash pickup.

3.11. Animals. No livestock of any description may be kept or permitted on the Property with the exception of dogs, cats, and other animals which are bona fide household pets, and which do not make objectionable noise or constitute a nuisance or inconvenience to Owners of other Lots nearby. Upon receipt of a written complaint regarding any dog or other pet, the Design Review Committee may notify the Owner of such dog or other pet of the complaint and, after affording the Owner an opportunity to be heard, impose such restriction upon the Owner, regarding such dog or other pet as may be reasonably necessary to satisfy said complaint, in the discretion of the Design Review Committee. No raising, breeding, training or dealing in dogs, cats or any other animals may be permitted on or from any Lot. All household pets shall be controlled by their Owner and shall not be allowed off the Owner's Lot except when properly leashed and accompanied by the pet Owner or his representative. Each Owner of a household pet shall be financially responsible and liable for any damage caused by said household pet.

3.12. Restrictions on Traffic. Establish and enforce rules and regulations governing the operation of vehicles and conveyances, motor-powered or otherwise, on the streets of the subdivision. Such rule and regulation making power and option shall include, but is in no way limited to, the establishment and enforcement of speed limits, stop signs, yield signs, no parking zones, traffic control signals, safety zones and other traffic control and safety devices, rules and regulations together with reasonable remedies, including fines for violations of such rules or regulations.

3.13. No Temporary Structures. Except for temporary structures used by Declarant and its successors, agents, and assigns for any activities concerning the sale of Lots or Residences in the Community Area, no tent, shack, temporary structures, or temporary building shall be placed upon any property within the Community Area except with the prior written consent of the Design Review Committee obtained in each instance.

3.14. Restriction of Antennae, Pipes, Utility Lines and Transmitters. Pipes for water, gas, sewer, drainage, or other purposes, and wires, poles, aerials, antennae, satellite dishes and other facilities for the transmission or reception of audio or visual signals or electricity, and utility meters or other utility facilities shall be kept and maintained, to the extent reasonably possible, underground or within an enclosed structure. No exterior radio antenna, television antenna, or other antenna of any type shall be erected or maintained in the Community Area. With the approval of the Design Review Committee, a master antenna or cable television antenna may, but need not, be provided for use of all Owners or a group of Owners, and Declarant may grant easements for such purposes. No electronic or radio transmitters or receivers of any kind other than garage door openers, cordless telephones or direct satellite TV receivers not exceeding 24 inches in height and occupying a base not exceeding 4 square feet, shall be operated in or on any structure or within any Lot.

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3.15. **Restrictions on Signs and Advertising.** No sign, poster, billboard, advertising device, or display of any kind shall be erected or maintained anywhere within the Community Area so as to be evident to public view, except: (a) any Approved Builder during the applicable initial construction and sales period, may utilize one standard sign for advertising and sales purposes, which will be made available to all builders for such purposes by Declarant at cost of production; (b) development related signs owned or erected by Declarant, which shall be permitted; and (c) signs displaying the name of a security company shall be permitted provided such signs are (i) ground mounted, (ii) limited to two (2) in number (one in the front yard and one in the backyard) (iii) of a reasonable size, and (iv) have been approved in writing by the Design Review Committee and shall be subject to the specific size and specifications established therefor.

3.16. **Restriction on Mining or Drilling.** No property within the Community Area shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals, rocks, stones, gravel, or earth except drilling, exploring for, or removing underground water by Declarant or any person designated by Declarant.

3.18. **Maintenance of Drainage.** There shall be no interference with the established drainage pattern over any property within the Community Area, except as approved in writing by the Design Review Committee. Approval shall not be granted unless provision is made for adequate alternate drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is complete.

3.19. **Compliance with Insurance Requirements.** Except as may be approved in writing by the Board of Directors, nothing shall be done or kept on property within the Community Area which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

3.20. **Compliance with Laws.** Nothing shall be done or kept on any property within the Community Area in violation of any law, ordinance, rule, or regulation of any governmental authority having jurisdiction.

3.21. **Further Subdivision of Lots.** The Owner of a Lot shall not further subdivide that Lot.

3.22. **Restoration in the Event of Damage or Destruction.** In the event of damage or destruction of any Improvement on any Lot the Owner thereof shall cause the damaged or destroyed Improvement to be restored or replaced to its original condition or such other condition as may be approved in writing by the Design Review Committee, or the Owner shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the approval of the Design Review Committee, so as to present, a pleasing and attractive appearance. Such restoration or replacement shall commence within 30 days of the event of damage or destruction.

3.23. **Storage.** No building materials shall be stored on any Lot except temporarily during continuous construction of an Improvement. Each dwelling shall be built with a garage suitable for

the storage of one or two automobiles equipped with an automatic garage door opener in working condition.

3.24. Vehicle Repairs. No maintenance, servicing, repair, dismantling, or repainting of any type of vehicle, boat, machine, or device may be carried on, except within a completely enclosed structure which screens the sight and sound of the activity from the street and from other lots.

3.25. Storage of Gasoline and Explosives, Etc. No Lot shall be used as storage of explosives, gasoline, or other volatile and/or incendiary materials or devices or any materials deemed hazardous substances under applicable environmental laws, rules, or regulations. Gasoline or fuel for Owner's lawn mower, snowblower, and the like may be maintained on an incidental basis on the Lot in the amount not to exceed five (5) gallons.

3.26. Fireworks and Use of Firearms. The sale and use of fireworks, of any kind whatsoever, in the Community Area is prohibited. The use and discharge of any firearms of any kind whatsoever is prohibited.

3.27. Trailers, Campers, Recreational and Junk Vehicles. No boat, camper (on or off supporting vehicles), trailer, tractor, truck, industrial or commercial vehicle (both cabs or trailers), towed trailer unit, motorcycle, disabled, junk, or abandoned vehicles, motor home, mobile home, recreational vehicle, or any other vehicle, the primary purpose of which is recreational, sporting, or commercial use, shall be parked or stored in, on, or about any Lot or street within the Community Area, except within the attached garage or unless such vehicles are concealed from view and approved by the Design Review committee. For the purposes of the covenant, any 3/4 ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed a commercial vehicle or truck. The Association shall have the right to enter Owner's Lot to remove and store, at Owner's expense, vehicles in violation of this Section. Owner shall be entitled to 21 days' written notice prior to such action by the Association. Each Owner shall provide garage space for a minimum of two (2) conventional automobiles. No go-cart, dirt bike, motorcycle, or recreational vehicle powered by an internal combustion engine may be operated within the Community Area except for purposes on ingress and egress and only across designated streets and rights-of-way.

3.28. Air Conditioning and Heating Equipment/Solar Collecting Devices. No heating, air conditioning, air movement, solar collection or refrigeration equipment shall be placed, allowed, or maintained anywhere other than on the ground. No air conditioning apparatus shall be installed on the ground on the front of the dwelling house. No air conditioning apparatus shall be attached to any front wall or side wall of a dwelling house other than compressor units for central air conditioning systems. In the event a compressor system is placed in the required side yard of any lot, this compressor system must be located behind the front building line, but in no instance shall this compressor system extend further than the front wall of the dwelling house. No evaporative cooler shall be installed on the front wall or the side wall of a dwelling house. Solar units meeting all governmental guidelines for residential uses may be located on the roof if (a) such solar unit is built into any made an integral part of the roof flashing or the structure of any house constructed on such Lot, and (b) if specifically approved by the Design Review Committee in accordance with

Article 4 below. The type, size, location, and necessary screening for any proposed solar collection device shall be submitted to the Design Review Committee in accordance with its established procedures and the Design Review Committee shall have the authority to approve, conditionally approve, or disapprove the proposed collection device in accordance with the terms and provisions hereof.

3.29. Leases. Any Owner shall have the right to Lease his Lot under the following conditions:

3.29.1. All Leases shall be in writing;

3.29.2. All Leases shall be for a Lot with a completed residence thereon;

3.29.3. All Leases shall provide that the terms of the Lease and lessee's occupancy of the Lot shall be subject in all respects to the provisions of this Declaration, and the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association, and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the Lease; and

3.29.4. Each Owner shall notify the Association immediately upon the leasing of his Lot, and register with the Association both the name(s) of the tenant(s) and new mailing information for notices to be sent from the Association directly to such Owner.

3.30. Easements; Utilities. All streets, pedestrian ways and easements shown on the recorded Plat for any portion of the Community Area have been reserved for the purposes indicated on such Plat. In addition, as long as Class B Membership shall be in effect, Declarant, hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Common Area or any portion of any Lot outside of the permitted building area of such Lot, for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and services lines and service systems, public and private, including, without limitation, cable television. Declarant, for itself and its designees, reserves the right to retain title to any such easements. Upon cessation of Class B membership, the Association shall have the right to grant the easements described herein. No owner may erect any structure of any type whatsoever in such easement areas, nor may an Owner use the surface of such easement areas for any private use, other than landscaping which will not interfere with the use of said easement by the entities for whose benefit it has been reserved. With respect to such easement areas, as well as any other such easement areas described on a Plat or within recorded easement documents, any and all bona fide public utility service companies, shall have the right of access, ingress, egress, and use of such easement areas for the installation and maintenance of utility facilities. Except as to special street lighting or other aerial facilities which may be required by city or county bodies or may be required by the franchise of any utility company, no aerial utility facilities of any type (except meters, risers, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed within the Community Area, whether upon Lots, easements, streets, or rights-of-way of any type, either by a

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