

ARTICLE V

COVENANTS AND USE RESTRICTIONS

5.1 RESIDENTIAL USE LIMITATIONS:

(A) Dwelling Purposes Only. No part of any Homesite shall be used for other than private dwelling purposes and reasonably related uses. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit an Owner from (a) maintaining his personal professional library therein, (b) keeping his personal business or professional records or accounts therein, (c) handling his personal

business or professional calls or correspondence therefrom, or (d) undertaking any other activity thereon not otherwise prohibited by this Declaration when such activity has been expressly approved in advance by the Association.

(B) Time-sharing or Interest Ownership Prohibited. Interval ownership, wherein exclusive use periods are sold, shall not be permitted on any lot. However, this shall not be interpreted to prevent joint ownership of lots.

5.2 COMMON PROPERTY:

(A) No Partition. The Common Property shall remain undivided and no Owner shall bring any action for partition, except as otherwise hereinafter provided.

(B) Alterations. Any proposals for alterations, additions or other improvements of Common Property shall be submitted in writing by the Member proposing such alteration, addition or improvement to the Board, which shall review such proposals to determine whether (i) such proposals would be compatible with the design, construction and standards of quality of the Property, and (ii) such proposed improvements would interfere with or disturb any other Owner's use or enjoyment of his property. Unless otherwise agreed at a meeting of the Members called for such purposes, the cost of an alteration or addition to Common Property approved by the Board shall be paid by the Members in accordance with the formula established herein for Special Assessments.

(C) Prohibition. No Member shall remove, alter, or injure in any way any portion of the Common Property, including, without limitation, the Improvements thereon.

(D) Cost of Correction. Any Member who violates this Section shall reimburse the Association for all expenses incurred by it in remedying the damage caused by said Member's violation. Such expense shall be assessed to the Member as a Remedial Assessment, enforceable in the manner provided in Article III hereof.

5.3 MAINTENANCE BY OWNER:

(A) Each Owner shall be responsible for the maintenance of his Homesite, in a clean, sanitary and attractive condition, and shall keep the same free from rubbish and litter and maintain in good condition and repair and adequately stain or otherwise finish all improvements located thereupon.

5.4 SIGNS.

(A) General Prohibiting; Exemptions. No sign or billboard of any kind shall be made visible to the

public from any Homesite or from the Common Property except that: (i) the Association may erect such signs within the interior Common Property as may reasonably be required by the Board in connection with its operation thereof; and (ii) Declarant and any assignee of Declarant may display from the Homesites owned by them and from the Common Property any lawful sign which advertises the sale of Homesites and/or completed dwelling units.

5.5 NO OBNOXIOUS AND OFFENSIVE ACTIVITIES:

No obnoxious or offensive activity shall be carried on, in or upon any Homesite, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Homesite or which shall in any way increase the premium rate of insurance.

5.6 LIMITATION ON ANIMALS:

No animals of any kind shall be raised, bred or kept in or upon any Homesite, except dogs, cats, or such other household pets as may be approved by the Association, and then only provided they are not kept, bred, or maintained for any commercial purposes or in unreasonable numbers. Household pets shall be leashed, caged, or under other positive control of the Owner at all times, and shall be confined within the boundaries of the Owner's Homesite. Notwithstanding the foregoing, no pets or other animals may be kept in or upon any lot which result in any annoyance or are obnoxious to residents in the vicinity. Each owner of an animal shall be liable to each and all other Owners, their families, guests, and invitees, and to the Association, for any and all damage to person or property caused by such animal. Each Owner shall comply with such Association Policies and Procedures governing the keeping of pets, which may be adopted by the Association from time to time.

5.7 TEMPORARY STRUCTURES PROHIBITED:

Unless approved in writing by the Architectural Committee, no structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

5.8 VEHICLES AND PARKING:

(A) Type Restriction. No mobile home, recreational vehicle (including campers) exceeding 1,500 pounds in gross weight, trailer of any kind, truck with a rated load capacity greater than 3/4 ton, or boat shall be kept, placed, maintained or parked for more than 6 hours or such other period as may be permitted

pursuant to the Association Policies and Procedures on any portion of the Property except in enclosed garages, areas designated by the Board, or screened from view in a manner approved by the Architectural Committee. No motor vehicle of any type may be constructed, reconstructed or repaired in such a manner as will be visible from neighboring property. No stripped down, partially wrecked, inoperative or junk motor vehicle, or sizeable part thereof, shall be permitted to be parked on any portion of the Property.

(B) Parking and Street Obstructions. No parking of vehicles of any type whatsoever on any portion of the streets within the Property shall be permitted. No Owner shall do anything which will in any manner prevent the streets within the Property from at all times being free and clear of all obstructions and in a safe condition for vehicular use.

5.9 OUTSIDE STORAGE:

Woodpiles, storage areas, machinery and equipment shall be prohibited upon any Homesite, unless obscured from view of neighboring property and streets by a fence or appropriate screen approved by the Architectural Committee: trash cans and other movable rubbish containers shall be allowed to be visible from any street or adjacent lot within the Property only during the days on which rubbish is collected and after nine (9) P.M. of the preceding evening.

5.10 LIMITATIONS ON OPEN FIRES:

No incinerators or other open fires (except outdoor cooking facilities such as propane grills or portable barbecue units) shall be kept or maintained on any Homesite.

5.11 PEST CONTROL:

No Owner shall permit any thing or condition to exist upon any portion of the Property which shall induce, breed or harbor infectious plant diseases or noxious insects or vermin.

5.12 ANTENNAE AND EXTERIOR APPLIANCES:

(A) Radio, Television. No towers, antennae, aerials, dishes, reflectors or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained or permitted to be erected and maintained on the Property except as permitted by the Board.

(B) Exterior Wiring. No wiring for electrical or telephone installations, television antennae, security systems, machines or air conditioning units, or appliances shall be permitted on the exterior of any building or that protrude through the walls or roof of

any building except as permitted by the Board.

5.13 COMPLIANCE WITH LAWS:

Each Owner shall promptly comply with all laws, statutes, ordinances, and regulations of Federal, State or municipal governments or authorities applicable to the Property.

5.14 USE OF IMPROVEMENTS DURING CONSTRUCTION; DILIGENCE IN CONSTRUCTION:

No Improvement upon any Homesite shall be occupied until the same is completed and made to comply with the restrictions, covenants and conditions contained in this Declaration. Any Improvement which is partially or totally destroyed, or damaged, by fire, earthquake or otherwise, shall be removed, repaired or replaced within a reasonable time after such destruction of damage occurs and subjects to the requirements of this Declaration, by the then Owner or Owners of that portion of the Homesite or Homesites upon which the destroyed or damaged Improvement was or is located. All work of construction, removal or repair of any Improvement upon any Homesite shall be prosecuted diligently and continuously from the time of commencement thereof until the same shall be fully completed, which completion shall occur not later than nine months after commencement of such work, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God or similar causes.

5.15 LANDSCAPING, APPROVAL AND INSTALLATION:

Landscaping plans shall be submitted to the Architectural Committee by the owner of each Homesite improved with a dwelling at the same time structural improvement plans are submitted with respect to such Homesite. All plans shall be in compliance with sod and planting limitations, and tree preservation guidelines, as established by said Committee or the Association from time to time. Landscaping pursuant to and conforming with such approved landscaping plans shall be installed on such lot within one year after the issuance of a certificate of occupancy or other permission as may be required for use of such Improvement for human habitation.

5.16 MINIMUM DWELLING SIZE:

No dwelling intended or used as the primary dwelling on a Homesite may be constructed or maintained unless the interior floor area of such dwelling (excluding garage) contains at least 1,200 square feet. The maximum permissible interior floor area shall be limited only by constraints of the building site area and other reasonable limitations as may be established by the Architectural Committee.

5.17 GRADES, SLOPES AND DRAINAGE:

Each Owner of a Homesite shall accept the burden of, and shall not in any manner alter, modify or interfere with, the established drainage pattern and grades, slopes, and courses related thereto over any lot. No structure, planting, or other material shall be placed or permitted to remain on or within any grades, slopes, or courses, nor shall any other activities be undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow, or obstruct or retard the flow of water through drainage channels.

5.18 EXTERIOR LIGHTING.

All exterior lighting of a Homesite shall be subject to approval of the Architectural Committee:

5.19 ROOFING MATERIALS:

All roofing materials on all Buildings on the Property shall be Class A fire retardant materials. No other roofing materials shall be permitted

5.20 ENFORCEMENT; RIGHT TO NOTICE; HEARING:

In the event an Owner shall fail to comply with the provisions of this Article V, the Association shall notify such Owner in writing of such specific lack of compliance, which notice shall state that such Owner has a right to a hearing before the Board with regard to the matters of noncompliance set forth in such notice and, which notice may state that from and after a specified date (which date shall be subsequent to the date of the hearing provided for herein) the Board or its authorized agents may enter upon the Owner's lot for the purpose of remedying such lack of compliance. If such Owner fails to remedy such lack of compliance within 5 days after receipt of such notice (or within such greater time period as may be specified in such notice), or, in the alternative, fails to deliver written notice to the Board within 5 days from receipt of such notice requesting a hearing before the Board with regard to the matters of noncompliance set forth in such notice, the Association or its authorized agents shall have the right to enter upon such Owner's lot for the purpose of remedying the matters set forth in the notice, and shall not be liable for trespass in connection with such entry. If the Owner timely requests a hearing before the Board, the Board shall schedule a hearing and shall provide the Owner with at least 7 days written notice as to the date, time and place thereof. At the hearing the Owner will have an opportunity to discuss with the Board the merits of the claims set forth in the Association's original notice of noncompliance, and the Board will determine what action, if any, need be taken by the owner and the time within which it must be accomplished. The decision of a majority of the members of the Board present at

the hearing will be binding upon the Association and the Owner. In the event it is determined the owner has not complied, the Board shall establish a time period within which the Owner shall, so comply. If the Owner fails so to comply within the designated time period, the Association or its authorized agents shall then have the right to enter into the Owners's Unit to perform the required acts and shall not be liable for trespass in connection therewith. The cost to the Association of remedying such Owner's failure to comply with the provisions of this Section shall be assessed to the Owner as a Remedial Assessment, enforceable in the manner provided in Article III of this Declaration.

ARTICLE VI

ARCHITECTURAL CONTROL AND APPROVAL OF PLANS

6.1 ARCHITECTURAL COMMITTEE:

(A) Priority. The scope and authority of the Architectural Committee ("Committee") shall be subject to the exemption of Section 10.10, but otherwise said Architectural Committee shall govern the Project with respect to the matters of this Article V.

(B) Establishment of Committee. Architectural control and approval of plans shall be vested in the Declarant, its successors in interest, or its assigns until the creation of an Architectural Committee, which shall be established by the Association, and shall be comprised of no less than three (3) nor more than five (5) members some or all of whom may be members of the Board concurrently; provided, however, that Declarant reserves the power to appoint a majority of the members of the Committee, the remaining members to be appointed by the Board, until ninety percent (90%) of the Homesites in the fully-annexed Project shall have been sold. Thereafter, all members of the Committee shall be appointed by the Board. Members appointed to the Committee by Declarant need not be Members of the Association, but members appointed by the Board shall be from the membership of the Association.

6.2 COMMITTEE APPROVAL:

(A) Scope. Before commencing any building, remodeling, or renovation operations or activities, or installation of landscaping or trimming or removal of trees, or further subdivision of any Homesite or the Common Property, written approval must be obtained from the Committee covering all aspects of such proposed activity, including building and plot plans for all structures erected, altered, renovated, remodeled,

placed, assembled, or permitted to remain on any Homesite, including garages and fences; except, however, that approval of the Committee shall not be required for building operations conducted by Declarant or its designated successors or assigns. The approval of said Committee shall include style, design, appearance, harmony of external design (including color scheme) with Declarant's general scheme, location of the proposed structure with respect to Declarant's designated building site location on said Homesite, topography and finish grade location, and as to the corner lots, the street frontage thereof.

(B) Limitation on Authority. Approval by the Committee shall not be construed as modifying, altering, or waiving any of the provisions herein set out or established by law. Any decision or approval by the Committee shall not relieve an applicant or Owner from complying with any requirement of a public authority having jurisdiction, and shall not constitute any representation or guaranty by the Committee or member thereof of compliance of the submitted matter with any statute, ordinance, or regulation pertaining thereto.

6.3 NO LIABILITY OF COMMITTEE:

Neither Declarant, the Association, nor the Committee, nor any member thereof, shall be held responsible, or liable in any manner whatsoever, to any Owner of a Homesite for any loss or damage due to design concepts, aesthetics, errors or defects, patent or latent, shown or omitted, on any plans or specifications upon which it may pass, or any buildings or structures erected therefrom.

6.4 COMMITTEE ACTION FINAL:

The decision of a majority of the Committee, or of a representative appointed by the majority thereof, acting in good faith in its sole discretion, upon any matters submitted or referred to it, shall be final; provided, however, that such decision may not violate any of the provisions set out in this Declaration. It is further provided that if no rejection shall have been sent by the Committee to an applicant within thirty (30) days ("Decision Period") from the date of receipt of a submittal such inaction shall be deemed approval.

6.5 VARIANCE MAY BE ALLOWED:

The Committee may allow reasonable variances and adjustments of the provisions of this Declaration in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained hereon; provided, however, that this must be done in conformity with the intent and purposes hereof, and also provided that such variance or adjustment may not be

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materially detrimental or injurious to other property or improvements in the neighborhood.

6.6 CONFLICTING GOVERNMENTAL ACTION:

In the event there shall be any law or governmental action of any kind or nature which conflicts with or prevents works of construction or improvement in the manner described by these provisions, such circumstances shall be deemed to constitute practical difficulties within the meaning of the preceding paragraph.