

ARTICLE VII

RESTRICTIVE COVENANTS

Section 1. The Properties shall be used for residential purposes only. The Declarant, however, for itself, its successors and assigns, reserves the right, prior to sale and transfer of a Lot or group of Lots pursuant to a recorded subdivision plat, to alter, amend and change any lot lines or subdivision plan for Properties owned by it. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family home, including garage, if constructed as part of the original dwelling, except original construction on any Lot by a Declarant, without the approval of the Architectural Control Committee. No residence, or any part thereof, nor any out-buildings related thereto, shall be used for the conduct of any business, commerce, or profession other than those businesses, commercial activities or professions customarily conducted in home offices and permitted by local ordinances. Except for those signs related to real estate sales and construction, no sign, advertisement or message shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in, or from, any residence or residential property. Notwithstanding the foregoing, with the prior written consent of Declarant:

During the construction and/or sales period, real estate sales and construction offices, displays, signs, and special lighting may be erected, maintained and operated by a Declarant, on any part of the property owned by it and on or in any building or structure now or hereafter erected thereon.

Section 2. No clothing, laundry or wash shall be aired or dried on any portion of the Lots or any Common Areas.

Section 3. No tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

Section 4. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Property owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Except for flower gardens, and shrubs and trees which shall be neatly maintained, all open Lot areas shall be maintained in lawns and all lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of four (4) inches.

Section 5. No sign of any kind that is illuminated and/or larger than two (2) square feet shall be displayed to the public view on any Lot, except temporary real estate "For Sale" or "For Rent" signs not more than four (4) square feet in area and except for temporary signs erected in connection with the development, construction, lease, or sale of improved Lots.

Section 6. No horse, pony, cow, chicken, pig, hog, sheep, goat or other domestic or wild animal shall be kept or maintained on any Lot; however, common household pets, such as dogs and cats may be kept or maintained, provided that they are not kept, bred or maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or the neighborhood.

Section 7. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Lot.

Section 8. No person shall paint the exterior of any building a color different than the original color without the proposed color having been approved by the Board of Directors of the Association, or by an Architectural Control Committee appointed by the Board.

Section 9. No structure or addition to a structure shall be erected, placed or altered on any Lot until the plan and specifications, including elevation, material, color and texture and a site plan showing location of improvements with grading modifications shall be filed with and approved in writing by the Board of Directors or the Architectural Control Committee appointed by the Board. Structure shall be defined to include any building or portion thereof, fence, pavement, driveway or appurtenances to any of the aforementioned. This provision shall not apply to original construction on any Lot by the Declarant. No temporary building shall be maintained on any Lot without the approval of the Association or its Architectural Control Committee.

Section 10. No fence or similar enclosure may be built on any Lot without first obtaining the approval required by Section 9 of this Article. This restriction shall not be construed to preclude the growth of ornamental hedge fence which shall be kept neatly trimmed to a height of not more than three (3) feet around the yard of any Lot. Any fence built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 11. No junk vehicle, house trailer, or commercial vehicles, such as, but not limited to, moving vans, commercial trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers or buses, shall be kept on, or in front of, any Lot. No storage of boats, boating equipment, travel trailers, camping equipment, or recreational vehicles shall be visible from the

street. The location and design of enclosures for boating, camping, traveling (other than automobiles) and related equipment shall be approved by the Architectural Control Committee as required under Section 9 herein. No metal garage shall be erected on any Lot.

Section 12. No external television antenna, satellite dish or radio antenna may be erected on any house or Lot.

Section 13. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration of Covenants, Conditions or Restrictions. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 14. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 15. The Architectural Control Committee shall consist of the Directors of the Association, or a committee of three (3) persons appointed by them. Applications for committee approval shall be in writing. Approval or denial of applications shall also be in writing. Failure of the Committee to approve or deny a request within sixty (60) days shall be construed as Committee approval of the request.

ARTICLE VIII

EASEMENTS

Section 1. There is hereby granted a blanket easement to the Association, its directors, officers, agents, and employees, to any Manager employed by or on behalf of the Association,