

ARTICLE VIII

GENERAL RESTRICTIONS

Section 1: Residential Use. The property subject to these covenants and restrictions may be used for single family residential living units and for no other purpose, except that Developer may use one or more Lots for sales offices or model homes.

No business or commercial building may be erected on any Lot and no business, including garage sales, may be conducted on any part thereof.

No building or other Improvements shall be erected, altered or improved upon any Lot without the prior ARC approval, as elsewhere herein provided.

When the construction of any Improvement is once begun, work thereon must be completed within one (1) year. If construction is not completed within the said one (1) year, or within an extension of time granted by the Board of Directors, then in that event the Owner shall remove all visible evidence of construction from the Lot within thirty (30) days; and, in default thereof, the Association may have the same removed and shall have a lien against the Lot for the costs of removal. Such lien may be enforced in accordance with the procedures in ARTICLE IV, Section 8, of this Declaration.

No outbuilding shall be used for rental purposes separately from the principal structure on the Lot.

Section 2: Pets. No animals, livestock, birds or fowl shall be kept, bred, raised or maintained on any part of the property except dogs, cats and pet birds which may be owned in reasonable numbers as pets of the occupants, but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the Owner's Unit and must not become a nuisance to other residents. No animal enclosure shall be erected without the approval of the ARC. All pets must be kept under control at all times and must not become a nuisance by barking or other acts. Parrots and mynah birds will be permitted only if kept in air conditioned homes with the windows closed.

Section 3: Clothes Drying Area. There shall be no clothes' lines or drying yards on any part of The Properties.

Section 4: Trucks and Other Vehicles. Only four-wheel passenger automobiles and sport utility vehicles shall be parked upon any Lot, except service or construction companies using trucks in the normal course of their business, nor shall any maintenance or repair be performed upon any motor vehicle upon any Lot. All other types of vehicles must be kept inside an enclosed garage. No heavy equipment, except during construction, shall be kept, stored or parked on the Owner's property.

Section 5: Boats. No boats, canoes or other forms of watercraft shall be allowed on the outside grounds or otherwise placed or used on the Properties.

Section 6: Signs. No signs of any kind except the Lot number signs of the Developer or approved contractor / Owner signs (as detailed in the Construction Standards of the Architectural Review Guidelines) shall be displayed to the public view on any Lot except for a sign displaying the word "OPEN". No "OPEN" sign shall exceed four (4) square feet and be displayed except during the time the Owner or his designated representative is in attendance. The size and design shall be subject to the approval of the ARC. No sign displayed by Developer or its affiliates shall be prohibited or otherwise restricted.

Section 7: Condition of Lots. Upon construction of a dwelling, all Owners shall maintain lawns and grounds in a manner in keeping with good husbandry and the general character of the other Lots in the subdivision.

(A) All Lots must be mowed and maintained.

(B) No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon at any time. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority, trash collection company or the Association (which may, but shall not be required to provide solid waste removal services) for disposal or collection of waste shall be complied with by Owners and their guests or invitees. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All solid waste shall be placed in containers which shall comply with the standards adopted by the Association (or the ARC) for such containers. The ARC in its sole discretion may designate a standard style and type for containers. Garbage and trash to be removed must be placed at curbside or other designated location no earlier than 6:00 p.m. the evening before collection and such containers must be removed from the designated pickup location as soon after the pickup as is practicable, but in no event by later than 6:00 p.m. on the day of collection.

(C) In the event that any Owner shall fail or refuse to keep his Lot in accordance with this restriction, then after fifteen days written notice, the Association may enter upon said Lot and remove the same at the expense of the Owners, and such entry shall not be deemed a trespass.

(D) Said expenses shall become a lien on the property and a personal expense of the Owner.

(E) No weeds, underbrush or other growth shall be permitted to grow or remain upon any part of The Properties and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, including vacant Lots. Should there be a failure to comply with this requirement, then Developer or Association may clean and mow any Lot and the cost of the work shall be paid by the Lot Owner and payment secured by a lien on the Owner's Lot enforceable in the manner provided by law for the enforcement of mechanics' liens.

(F) No Drying. No portion of The Properties other than inside a Unit and not visible from the exterior shall be used as a drying or hanging area for laundry of any kind.

Section 8: Satellite Dish. No satellite dish units or antennas shall be permitted to be seen by the public. All dishes to be concealed from view.

Section 9: Nuisances. No immoral, noxious, offensive or unlawful activity shall be carried on within The Properties nor shall anything be done therein or thereon which may be or become an annoyance to The Properties or other Owners. No nuisance shall be permitted within The Properties nor shall any use or practice be permitted which is or becomes a source of annoyance to the Members or which interferes with the peaceful use and possession thereof by the Members. Additionally, nothing shall be done or maintained on any Lot or Unit, or upon any Common Properties or upon any other portion of The Properties which will increase the rate of insurance on any Unit, the Common Properties or other portions of The Properties, or result in the cancellation thereof. Nothing shall be done or maintained in any Lot or Unit, upon Common Properties, or upon any other portion of The Properties which will be in violation of any law, ordinance, statute, regulation, or rule of any governmental authority having jurisdiction over The Properties or portion thereof or in violation of any provision of this Declaration, the Articles or Bylaws as they may be amended from time to time or in violation of any rules and regulations which may be promulgated by the Board of Directors of the Association from time to time, as elsewhere provided herein. No waste shall be committed upon any Lot, in any Unit, the Common Properties or any other portion of The Properties.

Notwithstanding the foregoing, each Owner hereby acknowledges that all activities undertaken by Developer, Developer's affiliates, their lessees, licensees and designees does not constitute a nuisance and such activities and the parties performing them shall be specifically exempted from this provision.

Section 10: Oil. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot.

Section 11: Alterations, Additions. All alterations, additions, must be presented to ARC for approval prior to work beginning on said Improvements.

Section 12: Temporary Structures. No structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within The Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Developer, Developer's affiliates, or any designee of Developer so long as Developer, Developer's affiliates, or their designee owns one Lot. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any building, however, underground propane tanks shall be permitted with prior written approval of the ARC. Notwithstanding anything to the contrary in the foregoing, temporary structures may be permitted on Lots subject to the written approval of the Developer and the Association. Further, this paragraph shall not apply to a temporary construction trailer maintained on a Lot during construction of a building so long as such construction trailer satisfies all applicable governmental laws, codes, ordinances and regulations.

Section 13: Exterior Lighting and Skylights. All exterior lighting and skylights shall be subject to prior approval by the ARC.

Section 14: Fences and Walls. The composition, location, color, design, structure and height of any fence or wall to be constructed on any Lot is subject to the written approval of the ARC. The ARC shall, among other things, require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences, if any.

Section 15: Mailboxes. No mailbox, newspaper box or rack or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without the approval of the ARC as to style, size, color, installation and location. The ARC, in its sole discretion, may designate a standard style and type of mailbox. If and when the United States Postal Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to Units, each Owner, on the request of the ARC, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

Section 16: Utility Connections. Permanent building connections for all utilities installed after the date hereof, including, but not limited to, water, sewer, gas, electricity, telephone, cable and television, shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. The foregoing shall not apply, however, to transmission lines, transformers and other equipment installed by public utility companies by the Developer.

Section 17: Off-Street Motor Vehicles. No motorized or battery powered vehicles, including golf carts, may be operated on or off of paved roadways and drives except as specifically approved in writing by the Association. "All Terrain Vehicles" ("ATV's") are prohibited from being kept, used or driven on any portion of The Properties. Off-Street Motor Vehicles operated by the Association, Developer, Developer's affiliates or their respective contractors, subcontractors or designees, are exempted from this Section. All motorized vehicles operated on The Properties, whether on or off paved roadways and drives, must be operated by a driver with a current valid driver's license and such driver must have comprehensive liability insurance covering such vehicle in an amount to be determined from time to time by the Association. The Association may request the Owner of the vehicle to provide proof of such liability insurance in a form reasonably satisfactory to the Association.

Section 18: Bicycle Storage. Bicycles and similar devices shall be stored only within Units.

Section 19: Hazardous Waste. No flammable, toxic or hazardous substance of any type may be stored or kept on any Lot or Unit or discharged therefrom by an Owner in violation of any law, rule or regulation. Each Owner hereby indemnifies and holds harmless the Developer, Developer's affiliates, their partners, officers, directors and employees, and the Association, its Officers, Directors, employees and agents from and against any and all claims, damages or losses of any kind that may be imposed upon or asserted against them arising out of