

not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting.

ARTICLE VIII RESTRICTIONS

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

- a) No business or commercial building may be erected on any lot and no business, including garage sales (except as hereafter provided), may be conducted on any part thereof. Community garage sales may be permitted on no more than two (2) Saturdays in a calendar year, on the two (2) Saturdays per calendar year set by the Board of Directors. On the dates so set, any and all Members may conduct a garage sale on his or her lot in accordance with reasonable rules and regulations relating to hours and activity as established by the Board of Directors.
- b) No building or other improvements shall be erected, altered, or improved upon any lot without the prior ARC approval thereof as elsewhere herein provided.
- c) When the construction of any building is once begun, work thereon must be completed within one (1) year.
- d) 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 Lots or 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 premises 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 property.

Section 4. Trucks and Other Vehicles. No motor home, recreational vehicle, travel trailer ("pop-up" or otherwise), boat, boat trailer, or other trailer, shall be parked, stored, or allowed to remain on any part of any lot or on the streets in the subdivision except in a covered, totally enclosed garage. No tractor trailer trucks shall be permitted to be parked overnight on any lot or street in the subdivision. Pick-up trucks of one-half or three-quarter ton or smaller may be parked in driveways on lots. Trucks larger than three-quarter ton must be kept in a totally enclosed garage. No trucks or cars shall be parked overnight or for an extended period on any street. If any vehicle permitted to be parked on a Lot as provided above contains or has affixed racks, equipment or advertising signs relating to a business or business activity, then same must be kept in a totally enclosed garage. All maintenance or repair to any permitted vehicle (except normal, non-commercial washing/waxing) shall be performed only in a totally enclosed garage. No heavy equipment, except during and incidental to construction, shall be kept, stored or parked on any part of any Lot. The provisions of this section shall not apply to third party service or construction vehicles which may be temporarily parked on any Lot in connection with service, maintenance, repair or construction in the normal course of providing and performing such work and services.

Section 5. Boats. No boats shall be allowed on the property except within enclosed garages. No boat houses shall be permitted.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any lot except, however, the following signs shall be permitted: (1) a sign showing the name of the owner and containing not more than one square foot of space; (2) a sign advertising a "model home" which shall contain not more than sixteen square feet of space; (3) a sign advertising a "lot for sale" or a "for sale" sign which shall contain not more than four square

feet of space; and (4) other similar signs provided same are approved by the Architectural Review Committee and the size of same does not exceed the maximum of four square feet of space. Any such signs which are of a "home-made" variety and not constructed and lettered by a professional sign company or are not the standard "for sale" signs used by real estate brokers shall be subject to review and approval as to quality and aesthetics by the Architectural Review Committee.

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. This obligation shall include the obligation of the Owner to plant grass; provide landscaping as approved by the ARC; and generally maintain easement areas included within a lot (such as, but not by way of limitation, street rights-of-way up to the pavement, utility easements, drainage easements, landscape buffer easements, limited access easements, lake maintenance easements) but always subject to and consistent with the use and operation of the easement area and the facilities therein for their intended purposes. The nature, extent and restriction upon such maintenance, plantings, and work within the easement areas of each lot shall be subject to the direction and approval of the ARC.

All lots, including vacant lots, must be mowed and properly maintained to avoid unsightly appearance. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon at any time.

No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property. Each vacant lot must be mowed or underbrushed, regularly, and at no time may growth thereon exclusive of trees, exceed twenty-four (24) inches in height.

Should there be a failure to comply with these requirements of this Section 7, then the Developer or the Association may clean/mow and otherwise cure such failure for 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. Entry upon any lot for such purposes shall not be deemed a trespass.

Section 8. Nuisances. No noxious or offensive or unlawful activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9. Oil. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, gas or oil tanks, mineral excavations or shafts be permitted upon or any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted above or below the surface of a lot except as such underground tanks required for heating, cooking or air conditioning.

Section 10. Alternations, Additions, Etc. All alternations and additions must be presented to ARC for approval prior to work's beginning on said improvements.

Section 11. Screening of Facilities. All water pumps, sprinkling systems, gas tanks, garbage cans and air conditioning units shall be screened with a structure to harmonize with existing structures or screened with adequate landscaping material so as not to be visible from the street.

Section 12. Towers/Antennas/Dishes. No radio towers or television towers of any kind shall be permitted. No satellite dish antennas over twenty-four (24) inches in diameter will be permitted, the location of same to be approved by the ARC.

ARTICLE IX

ENFORCEMENT

If the Owner or Owners of any Lot or Lots covered hereby or any other person or persons or any of them shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other Lot owner, the Association or the Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them by injunction from doing or continuing to do such acts and/or to recover damages and other dues for such violations or attempted violations, and to recover all