

ARTICLE VI
USE RESTRICTIONS

In addition to all other covenants contained herein, the use of the Property and each Lot therein is subject to the following:

Section 1. No lot shall be split, divided, or subdivided by sale, resale, gift devise, transfer or otherwise. No more than one dwelling unit may be erected on any one lot. The Lots shall be used for residential purposes exclusively, and no building shall be erected, altered, placed or permitted to remain on any such Lot other than one used as a single-family dwelling. Nothing contained in this Article VI or elsewhere in this Declaration shall be construed to prohibit the Declarant from the use of any Lot or dwelling, or improvement thereon, for promotional or display purposes, or as “model homes”, a sales office, or the like.

Section 2. Except as may be permitted by Section 1 of this Article VI, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business (including yard sales held on any Lot more than once in any 12 month period), commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes, provided that, Declarant may use the Property for model home sites and display and sales offices during the construction and sales period. This section shall not apply to the Declarant or its officers and directors.

Section 3. No sign or billboard of any kind shall be displayed to the public view or any portion of the Property or any Lot, except one (1) sign for each building site, of not more than eighteen inches (18”) by twenty-four inches (24”), advertising the Property for sale or rent, except signs used by Declarant to advertise the Property during the construction and sales period.

Section 4. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereupon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in anyway unreasonably interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 5. No structure other than a residential dwelling and one garage shall exist on any Lot. The garage may be attached or not attached to the residential dwelling, and be constructed of the identical architectural style and the identical exterior finish materials of the dwelling on said lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot or at any time as a residence either temporarily or permanently. Except for Declarant’s construction purposes, no trailer, camper, boat or similar equipment shall be permitted to remain on any lot or portion of the Property, unless parked or stored in a garage and out of view from an adjoining lot or street.

Section 6. No motorized vehicle may be used or maintained on the yards or sidewalks of any Lot and no unlicensed vehicles are allowed on the Property. No motorized vehicles (with the exception of a vehicle used by a handicapped person) will be permitted in the common Areas. The Board of Directors shall have the right to tow and vehicle(s), the keeping or parking of which in the Common Area violates this Declaration, upon forty-eight (48) hours notice.

Section 7 No junk vehicle or other vehicle, whether motorized or self-propelled, on which current registration plates are not displayed, shall be kept within any Lot or on any part of the Common Area, nor shall the same be ridden upon any streets, roadways, alleys or sidewalks within the Property, nor upon any lot, open area or trail within the subdivision. The Board of Directors shall have the right to tow any vehicle(s), the keeping or parking of which in the Common Areas violates this Declaration, upon forty-eight (48) hours notice. The repair or extraordinary maintenance of automobiles or other vehicles shall not be carried out on any of the Lots or Common Areas.

Section 8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on the Lot, subject to such rules and regulations as may be adopted by the Association and provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers. Notwithstanding the foregoing, not animals may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity.

Section 9. All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. No burning of refuse and no open fires shall be permitted, excepting outdoor bar-b-ques used solely for the preparation of food. Any outdoor fireplaces shall be provided with fire screens. All clotheslines, refuse containers, firewood piles, storage areas and machinery and equipment shall be prohibited upon any Lot unless obscured from view of adjoining Lots and streets by an appropriate screen approved by the Architectural Committee. Nothing herein shall be deemed to apply to the storage on the Property by Declarant of building materials during, and for use in, the construction of the improvements on the Property.

Section 10 No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot with the exception that small satellite television dishes are permitted, not to exceed 20" in diameter. Normal radio and television installations wholly within a building are excepted.

Section 11. All Owners or occupants shall abide by the By-Laws and any rules and regulations adopted by the Association.

Section 12 Any lease agreement between a Lot Owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default

under the lease. All such leases shall be in writing and shall be for a term of not less than six (6) months.

Section 13. No garage shall be utilized for other than the purpose of storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods. Garages may not be converted to living space and must be used primarily for vehicle storage. To the extent an Owner owns or has the beneficial use of any vehicles while on the Property all such vehicles shall, to the extent the size of the garage as constructed allows, park said vehicles within the garage with the garage door closed.

Section 14. Hunting, whether with firearms or bow hunting, and the discharge of firearms generally is prohibited on any Lot or any Common Areas of the Subdivision, except specifically authorized by the Declarant for deer herd management purposes.

Section 15. Installation of recreational equipment such as basketball boards, swing sets, and the like, shall be limited to rear yards only.

Section 16. Landscape designs shall be approved in writing by the Declarant or its successors and assigns.

Section 17. All storage tanks for use in connection with the property, including tanks for the storage of propane gas or other fuels used exclusively for residential purposes, must be buried.

Section 18. None of the foregoing restrictions shall be applicable to the activities of Declarant, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property.

Section 19. During reasonable hours the Declarant, any member of the Architectural Committee, or member of the Board of Directors, or any other representative of any of them, shall have the right to enter upon and inspect any Lot for the purpose of ascertaining whether or not the provision of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.