

ARTICLE VI:

USE RESTRICTIONS AND RULES

Section 1 General This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and occupants of Lots. use restrictions may only be amended in the manner provided in Article XIII, Section 4, regarding amendment of this Declaration. In the Board may, from time to time, without consent of the Owners, adopt, modify, or delete rules and regulations applicable to the Community.

These rules shall be distributed to all Owners prior to the date that they are to become effective and after distribution shall be binding upon all Owners and occupants of until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the total eligible Association vote and the consent of Declarant (80 long as Declarant has an option unilaterally subject additional property to this Declaration as provided in Article [X]). Notwithstanding the above, until such time as one hundred (100%) percent of the Community has been developed and conveyed to purchasers in the normal course of development and sale no rules and regulations which affect the Declarant or Approved Builders may be adopted, modified, or deleted without the written consent of the affected Declarant, or Approved Builder.

Section 2. Residential Use Each shall be used for residential purpose only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Community, including business uses ancillary to a primary residential use, except that the Owner or occupant residing in the residence on a Lot may conduct such ancillary business activities within the residence so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the residence; (b) the business activity does not involve persons coming onto the Community who do not reside in the Community or door-to-door solicitation of residents of the Community; (c) the business activity conforms to all zoning requirements for the Community; (d) the business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; and (e) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Community. as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the providers family and for which the provider receives

a fee, compensation, or other form of consideration, regardless of whether: (a) the activity is engaged in full or part-time; (b) the activity is intended to or does generate a profit; or (c) a license is required for the activity. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Section.

Section 3. Signs No sign of any kind shall be erected by an Owner or occupant of a Lot within the Community without the prior written consent of the Architectural Control Committee except as follows: (a) one (1) "For Sale" or "For Rent" sign, and (b) one (1) professionally lettered security sign consistent with the Community Wide Standard may be erected upon a Lot. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs. This Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage. No advertising, directional or vendor signs shall be permitted within the Community except as authorized by the Declarant under Article XIII, Section 14 of this Declaration.

Section 4. Vehicles term "vehicle," as used in this provision, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, and automobiles. All vehicles shall be parked within garages, driveways or other paved parking areas located on a Lot. Parking in yards and upon public or private streets are prohibited. The doors of garages shall be kept closed at all times, except during times of entry and exit from the garage, or when someone is working in or around the garage.

No vehicle may be left upon any portion of the Community, except in a garage or other area designated by the Board, for a period longer than five (5) days if it is unlicensed or if it is in a condition so it cannot operate on public streets. After the five (5) day period, the inoperable vehicle shall be considered a nuisance and may be removed from the Community. No boat, boat trailer, recreational vehicle, motor home, mobile home, towed vehicle, commercial vehicle, or vehicle with commercial writing on its exterior shall be temporarily kept or stored in the Community for any period in excess of twelve (12) hours unless kept in a garage or other area designated by the Board; vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the Community. Trucks with mounted campers which are an Owner's or occupant's primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No eighteen-wheel trucks or the cabs of these trucks or trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the Community, and if so parked, kept, or stored shall be considered a nuisance and may be removed from the Community. However, moving vans, service or delivery vehicles may be parked in the Community for such period of time as is reasonably necessary to provide each service.

No motorized vehicles shall be permitted on pathways or unpaved Common Property except for public safety vehicles and authorized by the Board.

Section 5 Leasing . Pursuant to conditions and restrictions imposed pursuant to Case Number RZM-05• 035, dated September 13, 2005, not more than ten percent (10%) of the total number of Lots within the Community may be leased by Owners at any given time.

Lots may be leased for residential purposes only. All leases shall have a minimum term of six (6) months and a copy of all leases shall be given to the Board of Director by the Owner of the Lot within thirty (30) days of entering into the lease. All leases shall require that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association and shall also obligate the tenant to comply with these documents.

The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Property of the Association. including, but not limited to the use of any and all recreational facilities and other amenities.

Section 6. Occupant Bound All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions or design guidelines adopted pursuant to the Declaration which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of Lots and guests and invitees of occupants or Owners. The Owner shall be responsible for insuring that the occupant, and the guest, invitees and licensees of the Owner or the occupant strictly comply with all provisions of the Declaration, Bylaws, and any rules and regulations adopted by the Board of Directors. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid timely, the fine may then be levied against the Owner.

Section 7. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any lot, with the exception of dogs, cats, or other usual and common household pets in reasonable number. as determined by the Board. However, those pets which are permitted to roam free, or which, in the sole discretion of the Board. endanger health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners or occupants or to the owner of any property located adjacent to the Community, may be removed by the Board. In addition, the Board by rule or regulation shall have the power to limit the number and types of pets which may be kept on a lot. No pets shall be kept. bred or maintained for any commercial purpose. Dogs shall at all times whenever they are outside be on a leash held by a responsible person or otherwise confined in a manner acceptable to the Board. All Owners and occupants keeping pets within the Community shall comply with all applicable governmental ordinances and regulations. Without prejudice to the Boards right to remove any such household pets, the Board may prohibit a household pet that has caused damage or injury from being walked in the Community, or which has, in the sole discretion of the Board. manifested a significantly aggressive nature or threatening demeanor. Animal control authorities shall be permitted to enter the Community to and remove pets. Pets shall be registered, licensed and inoculated as required by law.

No pit bull dogs or other dogs determined in the sole discretion of the Board to be dangerous dogs may be brought onto or kept on the Property at any time, whether temporarily or permanently, by any Lot Owner, Occupant, or guest of an Owner or Occupant. Any pet which endangers the health of any Owner or Occupant of Any Lot or which creates a nuisance or unreasonable disturbance, as may be determined in the sole discretion of the Board of Directors, must be permanently removed from the Property upon even (7) days' written notice by the Board of Directors. If the Owner or Occupant fails to comply with such notice, the Board may remove the pet. Any pet which, in the sole discretion of the Board, presents an immediate danger to the health, safety or property of any member of the community may be removed by the Board without prior notice to the pet's owner.

Section 8. Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her lot. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause a lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will discharge foul or obnoxious odor or that will cause any noise or other condition that will or might disturb the surrounding. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the Community. However, this shall not be interpreted or applied in such a way as to prevent freedom of religious belief or expression, including but not limited to Christmas or Hanukkah lights or displays. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. Without limiting the generality of the foregoing, no horn, whistle, siren, bell, amplifier or other sound device, except for devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any Lot unless required by law. However, any siren or device for security purposes shall contain a device which causes it to automatically shut off within fifteen (15) minutes.

Section 9. Unsightly or Unkempt Conditions The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, including but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, shall not be pursued or undertaken in any part of the Community except within garages located on LOB.

Section 10. Antennas No exterior antennas, aerials, satellite dishes, or other apparatus for transmission of television, radio, satellite or other signals of any kind visible from the street or from one or more other Lots shall be placed, allowed, or maintained upon any portion of the Community, including any lot, without the prior written consent of the Architectural Control Committee.

Section 11 . Tree Removal No tree having a diameter of six (6) inches or more and a height of more than eight (8) feet above the ground shall be removed without the express consent of the Architectural Control Committee, except for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of other trees or for safety reasons and (c) trees within ten (10) feet of the residence, driveway, walkways constructed or to be constructed on the Lot.

Section 12. Drainage Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant of a Lot may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 13, Sight Distance at Intersections All property located at street intersections and at the intersections of streets and driveways shall be landscaped so as to permit safe sight across the corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create traffic or sight problem.

Section 14. Clothesline, Garbage Cans , Woodpiles , Basketball Goals All clotheslines, garbage cans, woodpiles, swimming pool pumps, filters and related equipment and other similar items shall be located or screened so as to be concealed from view of neighboring Lots and Common Property and the street on which the Lot (on which the item is located) fronts. All construction debris, rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Basketball hoops and goals shall not be attached to the exterior portion of any house, garage or other building structure constructed on a Lot or placed on any other portion of the Lot except as provided below. Notwithstanding the above, free standing basketball poles, goals and backboards may be erected immediately adjacent to the driveway on a Lot provided that they are set back at least twenty-five (25') feet from the front of the Lot, the poles are metal and painted black or such other color as is approved by the Architectural Control Committee and the goal and backboard are manufactured and not home-made.

Section 15. Subdivision of Lot No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board or its designee. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 16. Fire arms The use or discharge of firearms on the Common Property or outside of residences in the Community is prohibited. The term "firearms" includes "B•B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 17. Fences. No fence or fencing-type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any lot, without the prior written consent of the Architectural Committee. The Architectural Control Committee may issue guidelines detailing acceptable fence styles or specifications. Any fence or fencing-type barrier placed, erected, allowed, or maintained upon any portion of the Community, including any lot, pursuant to Architectural Control Committee guidelines, which is subjected to vandalism, to include graffiti, shall be repainted or repaired within seventy two (72) hours of the vandalism event.

Section 18. Air Conditioning Units. Except as may be permitted by the Architectural Control Committee, no window air conditioning units may be installed. Condensing units for air conditioners shall only be located in the rear or along the side of a residence constructed upon a Lot.

Section 19. Lighting Except for seasonal decorative Christmas or Hanukkah lights, all lights must be approved by the Architectural Control Committee.

Section 20. Artificial Vegetation, Exterior Sculpture and Similar Items No artificial vegetation shall be permitted on the exterior of any properly. Exterior sculpture, fountains, flags, and similar which are visible from the street or from one or more other Lots must be approved by the Architectural Control Committee.

Section 21. Energy Conservaion Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment which are visible from the street or from one or more other Lots shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure and approved by the Architectural Control Committee.

Section 22. Above Ground Swimming pool* Above ground swimming pools shall not be erected, constructed, or installed on any Lot

Section 23. Standard Mailboxes. All residences in the Community shall have standard mailboxes conforming to postal regulations and the guidelines for such mailboxes adopted by the Architectural Control Committee.

Section 24. Playground Any playground or other play areas or equipment located on the Common Property shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 25. Abandoned Personal Property Personal property, except for personal property owned by the Association is strictly prohibited from being stored, kept, or allowed to remain for a period of more than twenty four (24) hours upon any portion of the Common Property or on the rights-of-way located within the Community. If the Board or its designee, in its sole discretion, determines that property is kept, stored, or allowed to remain on the Common

Property or on the rights-of-way located within the Community in violation of this Section, then the Board may remove and either discard or store the personal in a location which the Board may determine. If personal property is removed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any Person for any claim Of damage resulting from the removal activity. Notwithstanding anything to the contrary herein. the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to remove abandoned or improperly stored personal property, as set forth herein.