

ARTICLE 7
GENERAL COVENANTS AND RESTRICTIONS

Section 7.1 Maintenance. All exterior surfaces and lawns requiring periodic painting, cleaning, washing, mowing, fertilizing or other maintenance shall be promptly given such required maintenance or repair for the preservation of the values and aesthetics of the community. All exterior painted surfaces, including but not limited to doors, door frames, garage doors, garage door frames and any other painted surface shall be as nearly the same as existed at the time of original conveyance by the Builder. It being the intent of this paragraph that the original architectural design and color patterns used in the construction of the homes within the community shall not be materially altered.

Section 7.2 Advertising and Signs. Except for signs erected by or with the permission of the Builder in connection with the development, sale or lease of homes, no additional sign of any kind shall be placed for display to the public view on any home, any lot, in any window of any home or other portion of the property.

Section 7.3 Animals. No kennel or stables shall be maintained on a lot and no livestock or farm animals shall be allowed on a lot. Dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

Section 7.4 Prohibitions. The following are prohibited:

- a) No permanent receptacles shall be stored outside of the home or garage. Receptacles may be placed at curbside for refuse collection, but not more than twenty-four (24) hours prior to the collection time and must be removed from curbside after collection by the end of such day and stored out of sight from any street.
- b) There may not be maintained on any portion of a lots any type of clothes or wash line
- c) No air conditioning units shall be placed in the windows or walls of any home where such is visible from the street
- d) No outside television or radio satellite dish larger than 24 inches in diameter or antenna, for any transmission or receiving purposes may be erected on any portion of a lot or home
- e) Basketball hoops and backboards shall not be placed nearer to the street than the front corner of the garage.
Separately paved areas for basketball hoops and tennis shall be placed behind the home and screened from the street and adjacent homes
- f) No above ground swimming pools shall be permitted to be placed on any lot unless placed behind the home and screened from the street and adjacent homes.

Section 7.5 Protective Screening and Fences. No fence shall be maintained about a lot except as follows:

- a) A properly maintained wood picket fence or hedge no to exceed six (6) feet in height on the sides behind the structure and at the rear of the premises;
- b) A patio, deck or pool enclosure at the rear of the structure not to exceed five (5) feet in height;
- c) A front courtyard entry fence or hedge not to exceed four (4) feet in height and enclosing no more than 200 square feet;
- d) A chain link fence having a black vinyl coating on all post, post rails and fencing not to exceed five (5) feet in height on the sides behind the structure and at the rear of the premises. Privacy slats for chain link fence is prohibited.

Section 7.6 Storage of Materials. No lot shall be used for the storage of building materials, except as stored by the Builder during construction, or in conjunction with an authorized addition to the home, automobiles or automobile parts, nor shall any nuisances be maintained on any lot which may be in any manner dangerous or noxious or offensive to the neighboring inhabitants. No lot or portion thereof shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste which shall not be kept in sanitary containers. No lot or portion thereof shall be used or maintained for the storage of landscape materials such as soil or mulch.

Section 7.7 Residential Use. The lots shall be used for residential purposes only and only one residence shall be erected and maintained for the occupancy of not more than one family. No mobile home, neither temporary or permanent, modular home, tent or shack shall be permitted to be used on any lot at any time as a residence either temporarily or permanently. No business, professional or commercial building may be erected on any lot or any business, professional practice or commercial enterprise may be conducted from any home, except as such may be conducted entirely from within the home and which would not result in an inordinate amount of traffic or parking of vehicles in or around the home, and there shall be no exterior indication of such business within the home or any variation from the residential appearance of the home. Further, there shall be no signs indicating the existence of such business placed in any window of such home or anywhere on the exterior of the home or lot. However, prior to the transfer of title by the Builder to all of the lots, the Builder and/or sales agent may use one (1) or more lots for a sales office and/or construction office, either or both of which may be a "trailer".

Section 7.8 Garages. Garages may be used for vehicular parking and storage of personal property only and may not be modified for any other use. Occupants of homes shall be required, to the extent practicable, to park motor vehicles owned by them, or under their control, in the garage and shall cause the garage door

or doors to be kept in a closed position, except for ingress and egress, whenever possible.

Section 7.9 Snowmobiles. Except for such vehicles and equipment used in connection with the construction or sale of Lots and/or Homes by the Builder, the following shall not be permitted to remain overnight on any lot or other portion of the property:

- a) Any oversized, commercial and/or unlicensed vehicle which cannot fit into the garage of the home and
- b) Any recreational vehicles, including , but not limited to, all terrain vehicles, motor bikes, motorcycles, minibikes, snowmobiles, boats and boat trailers, campers or other such vehicles, unless contained within the garage of the home.

Section 7.10 Additions and Alterations. Any alteration and/or addition commenced on any home or lot shall be completed not later than ten (10) months after the date of commencement of such alteration and/or addition.

Section 7.11 Minor Violations. Minor violations of the building setback, sidelines may be waived at any time by the Builder and such action on the part of the Builder shall be binding upon, and be considered the act of all Owners.

Section 7.12 Violation or Breach. The violation or breach of any of the covenants or restrictions contained herein shall give the Builder or any owner the right to obtain an injunction or court order or any other legal remedy to abate and or remove, at the expense of the violation Owner, the thing or condition that may be or exists thereon, contrary to the intent and meaning of the provisions hereof. The persons so entering shall not be liable or thereby deemed guilty for any trespass, for such entry, abatement and removal.

Section 7.13 Right to Modify. The Builder reserves the right to modify, and or amend any of the terms of the declaration of covenants, easements and restrictions as deemed necessary as long as the Builder has any unsold Lots or Homes. After such time as the Builder no longer has any unsold lots or homes, this Declaration may be amended by the Association in accordance with Section 9.6 below.

Section 7.14 Dwelling in Other Than Residential Units. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed, garage, or building in the course of construction or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Unit or other portion of the Property.

Section 7.15 Depositing Ashes, Snow, Ice, Stones, Sticks, Et Cetera Upon the Roads. No owner or resident shall deposit or throw loose stones in the gutter or grass adjoining a road, or shall