

ARTICLE VII

Upkeep of the Property

7.1 Lots. Each and every Lot or Unit, its Dwelling Unit and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Properties.

7.2 Common Elements. The Association shall maintain the Common Elements, specifically to include the maintenance and upkeep of the landscaped easement area and entrance features to be found on Lots 36, 37, 38, 39 and 40.

7.3 Association's Right to Maintain. In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said lot and repair, maintain and restore the Lot or Unit. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot or Unit in accordance with Article VI, Section 6.4. Nothing in this Section shall be construed as giving the Association any right to repair, maintain or restore any Dwelling Unit.

7.4 Access to Lots. For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day. In addition, the Association shall have the right as set forth above to enter upon any common area on any condominium built on the properties for performing the maintenance required or authorized herein.

7.5 Declarant's Responsibilities. The Declarant shall be responsible for the construction of all initial improvements on the Common Elements. The Declarant shall provide for all maintenance and repair of the Common Elements until such time as seventy-five (75%) percent of the Lots or Units (including those added by future amendments) have been sold by the Declarant, and at such time the Association shall assume such responsibility.

ARTICLE VIII

Restrictions

8.1 Each Lot shall be used only for residential purposes and common recreational purposes ancillary thereto. The Declarant, or any other builders in the subdivision, shall have the right to use residences as model homes or sales offices.

8.2 All driveways shall be surfaced with concrete, asphalt, or similar substance.

* 8.3 No satellite dishes shall be permitted on any Lot in the subdivision, except those that are twenty (20") inches in diameter or less, provided that these permitted satellite dishes shall not be erected, placed or suffered to remain on any Lot nearer to any street than the front setback lines, and provided that these permitted satellite dishes shall not be erected, placed or suffered to remain beyond any side and rear setback lines.

8.4 No sign of any kind shall be displayed to the public view on any Lot except (a) one professional sign of not more than (2) square feet; (b) one sign of not more than nine (9) square feet advertising the property for sale; (c) any signs used by Declarant, or any builder in the subdivision, to advertise the property during the construction or sale period.

8.5 No temporary building, mobile home, trailer, tent or storage shed shall be erected or permitted to remain upon any Lot in the subdivision, except for children's and marquee tents, which may be erected for no more than two (2) days. Storage shed may only be permitted to remain on Lots that have written authorization from the homeowner's association. No metal storage sheds will be permitted whatsoever.

Above-ground swimming pools shall not be permitted on any Lot in the subdivision. The definition of "above-ground swimming pools" shall not include portable wading pools used by small children not more than one foot (1') in height.

8.6 No fence or wall of any kind, specifically including the use of a hedge or other growing plants as a fence, and for any purpose, except a retaining wall, shall be erected, placed or suffered to remain upon any Lot nearer to any street than the front setback lines. A corner lot shall have two (2) front setback lines. Fences shall be limited to a three (3) rail, split-rail fencing, with or without wire mesh, or a hedge or other growing plants used as a fence, and shall not exceed four feet (4') in height, except for fences around in-ground swimming pools which may be higher when required by law. No chain-link fences will be permitted whatsoever.

8.7 Each and every Lot and residence thereon shall be maintained by the owner thereof in a reasonable manner in accordance with the general standards of maintenance prevailing throughout the subdivision. All landscaping on the Lots shall be maintained in good condition. All Lots shall be kept free of debris and clutter and shall be kept mowed. All lots must be seeded or sodded and the front of the house must be landscaped.

8.8 No recreational vehicle, boat, or travel trailer shall be parked or stored on any Lot for a period in excess of five (5) consecutive days or more than a total of thirty (30) days during any given year, unless the same is in an enclosure or garage and completely out of view. Trucks exceeding a three quarter (3/4) ton rating are prohibited, excepted moving vans and construction trucks for such purposes only, unless such trucks are kept in a garage and completely out of view.

No vehicle in an inoperative condition shall be stored on any Lot for a period in excess of five (5) consecutive days unless the same is in a garage and completely out of view.

8.9 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

8.10 No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any owner or resident thereof engage in any activities that interfere with the quiet enjoyment, comfort, and health of the residents of neighboring of adjacent neighboring Lots.

8.11 No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted any Lot. Trash and garbage shall be placed in sanitary containers and shall not be permitted to remain in the public view except on the nights before and on the days of trash collection.

8.12 No structure, planing, or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement of the installation or maintenance of utilities or which may change, obstruct, or retard direction or flow of any drainage channels in the easement area. The easement area of each Lot and all improvements in the easement area shall be maintained by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

8.13 The provisions of Paragraph 5, 6, 7, 10, and 11 of these restrictive covenants shall not apply to any Lots held for sale by the Declarant or any other builder in the subdivision.

8.14 These restrictive covenants shall run with the land and remain applicable to the subject real estate for a period of Thirty (30) years from the date of this Declaration after which period these restrictive covenants shall automatically renew for successive periods of Ten (10) years each unless amended or terminated as provided herein.

8.15 Any of these restrictive covenants may be amended in whole or in part or terminated by a written instrument to such effect which has been executed by the owners of at least Seventy-five percent (75%) of the Lots within the applicable section of the subdivision.

8.16 The determination by a Court of law or competent jurisdiction that any provision of these restrictive covenants is invalid, illegal or unenforceable for any reason shall not effect the validity, legality or enforceability of any other provision herein.

8.17 It shall be deemed that irreparable harm will result to the beneficiary or beneficiaries of these restrictive covenants from the breach or violation of any of the provisions hereof and that, therefore, each such beneficiary shall be entitled to relief by way of an injunction or specific performance, in addition to any other legal or equitable remedies that the beneficiary may have, to enforce the provisions of these restrictive covenants.

8.18 These restrictive covenants shall be binding upon all persons who may own, occupy, use, or reside upon said real estate, their successors, and assigns, and they shall inure to the benefit of all persons who may occupy, use, or reside upon any Lot within the subject subdivision, their heirs, successors, and assigns.

8.19 Holiday decorations shall be only permitted from November 25th through January 15th.

8.20 All mailboxes shall be of the same design and constructed of the same type of material. The decision and type of material to be used shall be at the Developer's sole discretion. Developer, upon request, shall provide the information regarding the appropriate design mailboxes to the owner of any Lot in the subdivision.

ARTICLE IX

Common Elements

9.1 Conveyance or Encumbrance. Portions of the Common Elements may be conveyed or subjected to a security interest by the Association if Owners entitled to cast 75% of the votes in the Association agree to that action. Proceeds of a sale are assets of the Association.

9.2 Access; Priority. A conveyance or encumbrance of the Common Elements shall not deprive any Lot or Unit or Dwelling Unit of its rights to access nor affect the priority of validity of pre-existing encumbrances.

ARTICLE X

Insurance and Casualty Losses

10.1 Insurance. The Board or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the common Elements against loss or damage by fire, other hazards, including all risk coverage, vandalism and malicious mischief. this insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board shall also obtain a public liability policy covering the Common Elements, the Association, and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and if reasonably available, directors' and officers' liability insurance. The public liability policy shall have such coverages as the Board in its discretion may decide to be reasonable after due consideration of all factors involved. Premiums for all insurance on the Common Elements, public liability and directors' and officers' insurance shall be Common Expenses of the Association. The policy may contain a reasonable deductible and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement cost.

Cost of insurance coverage obtained for the Common Elements, public liability, and directors' and officers' shall be included in the General Assessment, as defined in Article VI, Section 6.3.

All such insurance coverage obtained by the Board shall be written in the name of the Association, as Trustee, for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth: