

architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ASSOCIATION or its designated Committee shall not be liable for any deficiency, or any injury resulting from and deficiency, in such plans and specifications.

Section 3. REMEDY FOR VIOLATIONS. In the event this Article IX is violated in that alteration, addition, improvement, or change is made without first obtaining the approval of the ASSOCIATION or its designated Committee, or is not made in strict conformance with any approval granted by the ASSOCIATION or its designated Committee, the ASSOCIATION or its designated Committee shall specifically have the right to injunctive relief to require the OWNER to stop, remove and/or alter any alteration, addition, improvement, or change in a manner which complies with the requirements of the ASSOCIATION or its designated Committee, or the ASSOCIATION or its designated Committee may pursue any other remedy available to it. In connection therewith, the ASSOCIATION or its designated Committee shall have the right to enter onto any LOT and make any inspection necessary to determine that the provisions of this paragraph have been complied with. Any action to enforce this Section must be commenced within one (1) year after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION. Notwithstanding anything contained within this DECLARATION to the contrary, the ASSOCIATION or its designated Committee shall have the exclusive authority to enforce the provisions of this paragraph.

Section 4. ARCHITECTURAL CONTROL VESTED IN DEVELOPER. Notwithstanding the foregoing, so long as DEVELOPER owns any LOT, UNIT, or any portion of the PROJECT, architectural control shall be vested in DEVELOPER and not the ASSOCIATION, and during such period all references contained in the subparagraph to the ASSOCIATION shall be deemed to refer to DEVELOPER provided, however, that at any time DEVELOPER may assign its right of architectural control to the ASSOCIATION by a written assignment.

ARTICLE X
USE RESTRICTIONS

Section 1. NO TRADE OR BUSINESS. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the PROJECT Or within any LOT or UNIT.

Section 2. LEASES. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BY-LAWS, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s).

Section 3. OUTSIDE STORAGE OF PERSONAL PROPERTY. The personal property of any resident of the PROJECT shall be kept inside the resident's UNIT or a fenced or a walled-in yard, except for tasteful patio furniture and other personal property commonly kept outside.

Section 4. PORTABLE AND TEMPORARY BUILDINGS. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, without the prior written consent of the ASSOCIATION.

Section 5. GARBAGE AND TRASH. Each OWNER shall regularly pick up all garbage, trash, refuse or rubbish on the OWNER's LOT. Garbage, trash, refuse or rubbish that is required to be placed at the front of the LOT in order to be collected may be placed and kept at the front of the LOT after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a UNIT or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

Section 6. PARKING. No vehicle shall be parked on any part of any Lot except in the parking area designated by the Association. No truck, house or travel trailer, motor home, camper, boat, or boat trailer shall be parked in the Project. No trailers or commercial vehicles other than those present for business with a household may be parked in the Project, and those vehicles present for business shall not remain longer than during regular business hours.

Section 7. PETS. No animals, livestock or poultry of any kind shall be permitted within the PROJECT except for common household domestic pets, and each Unit shall be limited to two (2) household pets per unit. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be kept outside of a UNIT unless someone is present in the UNIT. Any pet must not be an unreasonable nuisance or annoyance to other residents of the PROJECT. Any resident shall pick up and remove any solid animal waste deposited by his pet on the PROJECT, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the PROJECT. The ASSOCIATION may require any pet to be immediately and permanently removed from the PROJECT due to a violation of this paragraph.

Section 8. AIR CONDITIONING UNITS. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

Section 9. CLOTHESLINES AND OUTSIDE CLOTHES DRYING. No clothesline or clothespole shall be erected, and no outside clothes drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the ASSOCIATION shall have the right to approve the portions of any LOT used for outdoor clothes drying purposes and the types of devices to be employed in this regard, which approval must be in writing.

Section 10. NUISANCES. No nuisance shall be permitted within the PROJECT, and no use or practice which is an unreasonable source of annoyance to the residents within the PROJECT or which shall interfere with the peaceful possession and proper use of the PROJECT by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

Section 11. OUTSIDE ANTENNAS. No outside signal receiving or sending antennas, dishes or devices are permitted. The foregoing shall not prohibit any antenna or signal receiving dish owned by the ASSOCIATION which services the entire PROJECT.

Section 12. SIGNS. No signs, except "For Sale" or "For Lease" signs not larger than 18 inches by 24 inches, shall be placed upon any LOT, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT.

Section 13. WINDOW TREATMENTS. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

Section 14. SURFACE WATER MANAGEMENT. No OWNER or any other person shall do anything to adversely affect the surface water management and drainage of the PROJECT without the prior written approval of the ASSOCIATION and any controlling governmental authority, including but not limited to, the excavation or filling in of any lake or any portion of the PROJECT, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the PROJECT by DEVELOPER or by the developer of any portion of the PROJECT in accordance with permits issued by controlling governmental authorities.

Section 15. WELLS AND SEPTIC TANKS. No individual wells will be permitted on any LOT within this PROJECT, and no individual septic tanks will be permitted on any LOT within this PROJECT. This restriction will be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each LOT on which a completed building is located in said PROJECT in accordance with the standard requirements as provided for by the State Board of Health Regulations and the charge for said services, as set forth in the rate schedule in the third Party Beneficiary Agreement placed of record, covering said utilities, is not in excess of the amounts provided for therein or as modified and changed in accordance with legal procedure in the future.