

**ARTICLE XIV**  
**USE RESTRICTIONS**

**Section 1. Subjection of the Property of Certain Provisions.** The ownership, use, occupation and enjoyment of each Lot and the Common Area shall be subject to the provisions of the Bylaws and Articles of Incorporation of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on and enforceable against each and all Lots and the Owners thereof and their respective assigns, lessees, tenants, occupants and successors in interest.

**Section 2.** No Lot shall be used for any purpose other than for single-family residential purposes, except for rights of Declarant as provided in Article II, section 2(e) hereof.

\* **Section 3.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats weighing less than 30 pounds at full growth may be kept, provided that they are not kept, bred or maintained for any commercial purposes. If any dog or cat which an Owner proposes to bring to the Properties exceeds the 30-pound limitation, the Owner must request the Board of Directors to approve said exception, which approval shall be in the sole discretion of the majority of the Directors. Any dog or cat located on the Properties as of April 10, 1990, may remain on the Properties even if in violation of this Section of the Declaration. The Association may, by rules and regulations, prohibit or further limit the raising, breeding or keeping of any pet on any Lot (front lot or rear lot).

**Section 4.** No noxious or offensive activities not involving the maintenance of Lots or Common Area shall be carried on upon any Lot nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood; nor shall any Lot be used for any unlawful purpose. Nor shall any Owner cause, or suffer, or harbor the source of, any noise or activity which disturbs the peace, comfort and quiet enjoyment of other Owners or those claiming under or through other Owners.

**Section 5.** The Owner of each Lot shall keep the same free of weeds and debris.

**Section 6.** All trash receptacles and garbage cans shall be stored in the garages on each Lot. This restriction shall not preclude the placement of waste containers outside of such area on a temporary basis if so required by governmental regulation or terms of contract with a commercial waste collector.

**Section 7.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot or the Common Area at any time as a residence, either temporarily or permanently.

**Section 8.** No Tower or antennae shall be placed upon any Lot or upon the roof of any Living Unit.

**Section 9.** No personal property shall be stored or left upon a Lot except within the residential structure or garage located upon the Lot. Garage doors shall be kept closed except during times of access to the garage

**Section 10.** Unit Owners shall be individually responsible for utility charges which they incur for water and sewer services, in the same manner as persons occupying single-family, detached houses. If any such charge remains due and delinquent for more than thirty (30) days, the municipality may bill the Association for the amount so delinquent, and the same shall be paid by the Association, reserving the right of the subject Unit Owner and/or the Association to contest such charge. Reimbursement to the Association for all such sums paid, and reasonable expenses incurred contesting such charges, together with interest thereon from the date of expenditure, at highest lawful rate for individuals shall be due upon written demand from the Association, and shall be a lien on the subject Lot from the date of such demand, collectible as if it were a special assessment against the subject Lot only. The foregoing shall be in addition to all other remedies available to the Association at law or in equity.

**Section 11.** Nothing shall be altered in, constructed in, or removed from the Common Area, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Associations.

**Section 12.** No boat, snowmobile, recreational vehicle, trailer or other vehicle other than automobiles shall be stored or parked in any driveway or street. The Association may, by regulation or rule, limit or prohibit the parking of automobiles on any driveway. In the event of violation of this provision, the Association may, after reasonable notice, remove such boat, snowmobile, recreational vehicle, trailer or other vehicle

**Section 13.** No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

**Section 14.** Nothing shall be done or kept in any Lot or in the Common Area which will increase the rate of insurance on the Common Area or the Association Responsibility Elements, without the proper written consent of the Board of Directors of the Association. No Owner shall permit anything to be done or kept in his Lot or in the Common Area which will result in the cancellation of insurance on any Lot or any part of the Common Area or the Association Responsibility Elements, which would be in violation of any law, or which may be or become a nuisance or annoyance to the other Owners.

**Section 15.** All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance modification or repair of property shall be the same as the responsibility for the maintenance and repairs of the property concerned.

**Section 16.** The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use of Lots, the Common Area and the Association Responsibility Elements and such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns and licensees.

**Section 17.** Agents of or contractors hired by the Board of Directors of the Association may enter any Lot when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owners as practicable.

**Section 18.** Neither the Owners nor the Association nor the use of the Common Area shall interfere with the completion of the contemplated improvements and the sale of the Lots by the Declarant. The Declarant may make such use of the unsold Lots and the Common Area as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, model home, the showing of the property and the display of signs.

**Section 19. No Waiver.** Failure of the Association or any Owner to enforce any covenant, condition or restriction, this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

\*Amended 7/16/90