

SECTION 9. USE OF LOTS

9.1. Uses prohibited absolutely. Anything contained in (a) any instrument of record or otherwise having priority over the operation and effect of this Declaration, or (b) any zoning ordinance or other applicable law, to the contrary notwithstanding,

9.1.1. Subject to the operation and effect of the provisions of Paragraph 9.1.2,

(a) no Lot shall be devoted to a principal Use other than a residential Use;

(b) no Lot may contain more than one residential Structure at any time (which Structure must be either a detached or an attached residential Structure, depending upon and in accordance with its respective Lot designation, may constitute not more than one Dwelling, and may be used as a residence at any one time by not more than one family);

(c) no Lot or Dwelling may be used for transient or hotel purposes; and,

(d) no trailer, basement, tent, shack, garage, barn, other outbuilding or other Structure of a temporary character located on any Lot shall be used as a temporary or permanent residence.

9.1.2. Nothing in the provisions of this Declaration shall be deemed in any way to prohibit

(a) the temporary placement by the Developer on the Commons, or on any Lot of which it is then the Owner, or by any Builder on any Lot of which it is then the Owner, of a trailer for construction and/or sales purposes relating to any Lot (or of any portion of a Future Parcel which, by an expansion of the Property pursuant to the provisions of Section 7, would become a Lot), so long as such trailer placement is approved by the Architectural Committee.

(b) the use by the Developer, any Builder, and their respective agents, employees, officers, contractors and invitees, of the improvements on each Lot of which the Developer or such Builder is then the Owner (i) as offices or as speculative or sample dwellings in connection with its development, construction, replacement, repair, maintenance, marketing, sale or leasing of any Lot (or of any portion of a Future Parcel which, by an expansion of the Property pursuant to the provisions of Section 7, would become a Lot), or (ii) in any other manner, unless any other person would, were he the Owner thereof, be prohibited or restricted in the same manner; or

(c) (provided that in each instance of such use the Architectural Committee has approved the same in the manner set forth in the provisions of Section 8) for the maintenance and operation of a multi-purpose court, tot lot, or similar facility, open space and any related structure, if owned and operated by the Association or any nonprofit entity or

governmental body.

9.2. Uses prohibited without approval by Architectural Committee. Subject to the foregoing provisions of this Section, and unless the Architectural Committee has approved the same in the manner set forth in the provisions of Section 8,

9.2.1. no (a) house trailer, trailer, tractor trailer or other truck (other than a non-commercial van or "pick-up" truck with current and valid license plates affixed thereto), boat, boat trailer, camper, recreational bus or any similar item, or (b) (unless current and valid license plates are affixed thereto) automobile, shall be temporarily or permanently parked or stored in the open on any Lot or on any street or parking area within, or other portion of, the Commons.

9.2.2. no machinery shall be placed or operated on any Lot, except for such machinery as is customarily utilized in occupying a private residence.

9.2.3. no profession or home industry shall be conducted on any Lot.

9.2.4. no lumber, metals, bulk materials, refuse, recycling or trash shall be kept, stored or allowed to accumulate on any Lot; provided, that (a) if trash or other refuse from such Lot is disposed of by being collected and carried away on a regular and recurring basis, containers containing the same may be placed in the open on any day on which a collection is to be made (and not prior thereto), at a place on or adjacent to such Lot which affords access thereto to the person making such collection (but further provided, that (i) such containers shall be stored at all other times so that they are not visible from elsewhere within the Property, and (ii) the Association may, in its discretion, adopt reasonable Rules and Regulations relating to the size, shape, color, number, type and manner of storage of such containers), and (b) building materials being utilized in the construction, reconstruction or repair of any Structure in accordance with the provisions of Section 8 may be properly stored thereon while such activities are being carried on. This provision shall not be construed as forbidding any work involved in the construction or upkeep of any portion of the Property so long as such work is undertaken and carried out (i) with the minimum practical disturbance to persons occupying other portions of the Property; (ii) in such a way as does not violate the rights of any person under other provisions of this Declaration; and (iii) in accordance with all applicable restrictions in the Rules and Regulations, the resolutions of the Board of Directors and other provisions of this Declaration. The Board of Directors may approve temporary structures for construction purposes which may otherwise be in violation of the Association Documents or the Rules and Regulations.

9.2.5. no tree having a diameter of three inches or more, as measured at a point two feet above the ground level, shall be removed from any Lot.

9.2.6. no tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines to vehicular traffic on public streets.

9.2.7. (a) no chain link fence shall be erected or maintained on any Lot, other than around a swimming pool (excluding above-ground pools) or tennis court located thereon.

(b) no fence or wall shall (i) exceed forty-eight (48) inches in height unless it fully or partially encloses any swimming pool, tennis court, patio or open garden court, or is a retaining wall required by the topography of such Lot or any adjacent portion of the Property, or (ii) interfere with any underground or surface drainage structure, pipe or ditch, or (iii) be located in the front yard of a Lot.

9.2.8. no livestock, poultry, or other animal, bird or insect of any kind shall be raised, bred or kept on any Lot, either temporarily or permanently (except that two (2) or fewer dogs, cats or other household pets may be kept on a Lot if not kept, bred or maintained thereon for any commercial purpose).

9.2.9. no Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Board of Directors.

9.2.10. no Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or timesharing participants.

9.2.11 no junk vehicles, inoperable vehicles, unlicensed or uninspected vehicles, recreational vehicles, trailers, or commercial industrial vehicles, such as but not limited to, moving vans, trucks, tractors, trailers, vans, wreckers, hearses, buses, boats, boating equipment, travel trailers or camping equipment shall be regularly or habitually parked within the Property except (a) upon the written approval of the architectural committee or (b) if property garaged. The Association shall not be required to provide a storage area for these vehicles. After ten (10) days' written notice to the owner of any vehicle parked in violation of this section, the Association may remove such vehicle at the expense of the owner thereof.

9.2.12. no commercial truck, commercial bus or other commercial vehicle of any kind shall be permitted to be kept or parked overnight upon any portion of the Property except if properly garaged. Unless garaged, no vehicle bearing signage shall be permitted to be kept or parked overnight on any portion of the Property.

9.2.13. no portion of the Property shall be used for repair of automobiles, nor shall any vehicles other than a private automobile, property licensed and inspected and in an operable condition, be parked on the Property. After ten (10) days' written notice to the owner of any vehicle parked in violation of this section, the Association may remove such vehicle at the expense of the owner thereof.

9.2.14. except as otherwise then permitted by law, no exterior antenna or satellite "dish" with a diameter or diagonal measurement greater than thirty-nine and thirty-seven hundredths inches (39.37") shall be erected or permitted on any Lot or other part of the Property.

9.3. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, no odor shall be permitted to emanate therefrom, and no condition shall be maintained thereon, so

as to render any Lot or portion thereof unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance, to any of the Property, any occupant thereof or any property.

9.4. Repair of Structures. Each Owner shall at all times keep his Lot and the exterior of all Structures thereon in good condition and repair and adequately painted or otherwise finished.

9.5. Landscaping. Except for patios, walkways, flower gardens, hedges and trees, which shall be neatly maintained, all unimproved open areas on any Lot shall be maintained in lawns, which shall be kept mowed to a height not exceeding four inches.

9.6. Right of entry. The Association and the Developer shall each have the right to enter on any Lot and (a) trim or prune any tree, hedge or other planting whose height or location on such Lot is, in the Association's judgment, unreasonably detrimental to any adjoining property, is unattractive or obscures the view of street traffic from any Lot, or (b) cure any violation of the provisions of this Section, all provided that such Owner is given fifteen (15) days' prior written notice of such action, except in the case of an emergency, in which event only such notice need be given as is reasonable under the circumstances. In such event, such Owner shall pay to the Association the amount of any and all reasonable expenses incurred by the Association in taking such action, within ten (10) days after such Owner's receipt of written demand therefor from the Association.

SECTION 10. RIGHTS OF MORTGAGEES

10.1. General.

10.1.1. Regardless of whether a Mortgagee in Possession of a Lot is its Owner, (a) such Mortgagee in Possession shall have, in addition to its rights hereunder as a Mortgagee, all of the rights under the provisions of this Declaration, the Property Plat, the Articles of Incorporation, the By-Laws and applicable law which would otherwise be held by such Owner, subject to the operation and effect of anything to the contrary contained in its Mortgage, and (b) the Association and each other Owner or person shall be entitled, in any matter arising under the provisions of this Declaration and involving the exercise of such rights, to deal with such Mortgagee in Possession as if it were the Owner thereof.

10.1.2. Any Mortgagee in Possession of a Lot shall (subject to the operation and effect of the provisions of this Declaration, the Articles of Incorporation, the By-Laws and applicable law) bear all of the obligations under the provisions thereof which are borne by its Owner; provided, that nothing in the foregoing provisions of this Paragraph 10.1.2 shall be deemed in any way to relieve any Owner of any such obligation, or of any liability to such Mortgagee in Possession, on account of any failure by such Owner to satisfy any of the same.

10.2. Rights of first refusal. Any Mortgagee in Possession shall be exempt from any right of first refusal or similar restriction held by the Association, to and only to the extent that it arises under the provisions of this Declaration, the Articles of Incorporation or the By-Laws, it being the Developer's intention that nothing in the foregoing provisions of this section be