

ARTICLE XV

USE RESTRICTIONS

Section 1. Garbage and Trash. All garbage cans, trash containers, bicycles and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pickup by the appropriate authorities. Garbage cans and trash containers that are placed for pickup by the appropriate authorities shall only be left outside the night before a scheduled pickup, and shall be retrieved the day of pickup, and shall be subject to such additional rules and regulations as the Association may from time to time promulgate.

Section 2. Temporary Structures. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Control Committee. During the period of construction of homes in the community, Declarant and Builder are exempt from this provision.

Section 3. Pets. No animals, livestock or poultry of any kind shall be permitted within the Property except for common household domestic pets. No pit bull dogs are permitted. Any pet must be carried or kept on a leash when outside of a Unit or fenced or walled-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 subject Property. Any resident shall pick up and remove any solid animal waste deposited by his pet on the Property. No commercial breeding of pets is permitted within the Property. The Association may require any pet to be immediately and permanently removed from the Property due to a violation of this Paragraph.

Section 4. Pools. No swimming pool, Jacuzzi or similar structure' or appurtenant equipment shall be constructed, erected or maintained on any Unit, without prior approval of the Architectural Control Committee. No swimming pool, Jacuzzi or similar structure or appurtenant equipment shall be constructed or maintained on any unit, such that it is visible from any street.

Section 5. Boats and Trailers. The parking and storage of boats, boat trailers, campers or trailers or the like is prohibited without the prior written consent of the Association, unless fully enclosed and stored within a garage upon a Unit.

Section 6. Vehicles. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked within the Property overnight without the prior written consent of the Association, unless kept within an enclosed garage. in particular and without limitation, no vehicle shall be parked outside of a Unit overnight without the prior written consent of the Association if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. Overnight shall be defined by the Board of Directors by Board resolution. Such determination shall be in the sole discretion of the Board of Directors. Notwithstanding the foregoing, automobiles owned by governmental law

enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the Property. All vehicles parked within the Property must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the Property for more than 24 hours, and no major repair of any vehicle shall be made on the Property. Motorcycles, motorscooters, mopeds, and the like are not permitted except with the prior written consent of the Association which may be withdrawn at any time, and if permitted must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Property. The restrictions set forth in this Section shall not be deemed to apply to vehicles used in connection with construction of a Unit.

Section 7. Signs. No signs of any type (including "for sale" and "for rent" signs) shall be erected or displayed on any Unit or structure unless the placement, character, form, size, color and time of placement of such sign shall be first approved in writing by the Architectural Control Committee.

Section 8. Businesses. No trade or business operation shall be conducted, nor any commercial use made of any Unit. This does not preclude the use of any home for sales model purposes. Provided, however, an occupant of a Unit who maintains a personal or professional library, keeps personal or professional books or accounts, conducts personal business (provided that such use does not involve customers, clients, employees, licensees or invitees regularly visiting the Unit), or makes professional telephone calls or correspondence, or receives or transmits communications in or from a Unit is engaging in a residential use and shall not be deemed to be in violation of this paragraph by reason thereof.

Section 9. Sanitation. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist.

Section 10. Nuisances. No nuisance shall be allowed upon any Unit or any use or / practice that is a source of annoyance to other Unit Owners or interferes with the peaceful possession and proper use of the Units by the residents thereof. Builder model homes and or sales center and the construction of homes in an ordinary manner are not construed to be nuisances pursuant to this section.

Section 11. Unlawful Use. No improper, offensive or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 12. Antennas. Approved Antennas, as that term is defined in the Summary Procedures and Design Requirements (Design Standards Manual) for the St. James Golf Club Homeowners Association, Inc. ("Summary Procedures"), shall be permitted in conformance with the provisions in the Summary Procedures.

Section 13. Residential Use. Each Unit is restricted to residential use as a single family residence by the Owner or Owners thereof, their immediate families, guests and invitees, or their lessees.

Section 14. Use. No person shall use the Unit or any parts, thereof, in any manner contrary to this Declaration.

Section 15. Interference with Completion. No Owner nor the Architectural Control Committee, nor their use of any Units, shall interfere with the Declarant's and! or Builder's completion and sale of the Units.

Section 16. Clothes Lines. No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of a dwelling such that the same is visible from any street.

Section 17. Individual Water Supply System. No individual water supply system shall be permitted on any Unit except for an individual water supply for irrigation of the landscaping upon a Unit. All water supply systems, including drawing water from lakes or wells, must be first approved by the Architectural Control Committee, subject to such terms and conditions established by such Committee and in accordance with ARTICLE XVII SECTION 2(c) herein. In any event, the following must be complied with by such Unit Owner:

(a) Any individual water supply must be installed, operated and maintained in such a manner as to prevent iron stains and/or discoloring of any exterior improvements upon the Unit, including but not. limited to cement areas, the exterior finish of any dwelling or other building, structure or fencing, or any vehicles.

(b) Such Owner shall be required to clean, repair or replace any and all improvements which are discolored due to iron stains caused by such water supply system due to a direct or indirect result of the operation of such water supply system, within thirty (30) days of notice by the Association.

Section 18. Conservation Area. The Conservation Areas are hereby dedicated as Common Areas. They shall be the perpetual responsibility of the Association and may in no way be altered from their natural state. Activities prohibited within the Conservation Areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic/nuisance vegetation removal; excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage; flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation ..

Section 19. Not Applicable to Declarant. The above restrictions set forth in this ARTICLE XV shall not apply to Declarant or its agents, employees, successors or assigns during the period of construction and sales of the Properties.