

ARTICLE 11

11. Use Restrictions.

11.1 Parcels are restricted to residential use by a single family. Nothing herein contained shall prevent ownership of Parcels by a corporation or other business entity, or trustee; provided, however, the intended use by such Parcel Owner or occupant shall be consistent with the Declaration and that the required approvals as set forth in Article 11 hereof shall first be obtained.

11.2 No commercial activity, trade or business shall be maintained upon any Parcel, except that a "home office" with no signs or commercial traffic shall be allowed subject to other Association rules and regulations and governmental regulations.

11.3 No fence, except as contemplated by the initial Development scheme, shall be erected, maintained or permitted upon a Lot or any portion of the development without the prior written approval of the Association, its boards and committees as set forth herein after proper written notice of request for same to the Association.

11.4 Reasonable Rules and Regulations concerning the Development may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Parcel Owners and residents of the Development upon request.

11.5 No sign of any kind shall be displayed to the public view from any Lot or any portion of the Development, provided, however, that signs used by Developer to advertise the property during construction and/or sales period are hereby expressly permitted.

11.6 The parking and storage of automobiles, except upon paved areas is prohibited.

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11.7 No trucks, recreational vehicles, or commercial vehicles in excess of one-half ton rated capacity or longer than 17 feet shall be permitted upon any portion of the Development for overnight parking, storage or repair unless fully enclosed and stored within a Parcel Owner's garage.

11.8 The garages may be used for the storage of vehicles and related purposes and may not be converted for use as additional living space or otherwise incorporated into the Parcel.

11.9 The overnight parking of vehicles of any kind upon the Common Areas is prohibited.

11.10 The parking and storage of boats and boat trailers, campers or trailers is prohibited without the prior written consent of the Association unless fully enclosed and stored within a Parcel Owner's garage.

11.11 No exterior radio, television, or electronic antenna or aerial shall be erected or maintained without the prior written consent of the Association.

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

11.13 No tents or temporary or accessory building or structure shall be erected without the prior written consent of the Association.

11.14 Portions of Lots not improved by a building, walks, pool, decks, or driveway shall be maintained as a landscaped area.

11.15 No nuisances shall be allowed upon the Development nor shall any use or practice be permitted which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Development by its residents. All parts of the Development shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

11.16 No immoral, unapproved, offensive or unlawful use shall be made of the Development or any part thereof; and all laws, zoning ordinances, resolutions and regulations of all governmental bodies having jurisdiction thereof shall be observed.

11.17 All garbage and trash containers and oil and gas tanks must be placed and maintained below ground level or in walled-in areas so constructed as to render the contents thereof hidden from view from adjoining properties.

11.18 Irrigation wells using ground water are prohibited on individual lots unless approved in writing by the Association after proper notice of request for same to the Association..

11.19 Except as reserved to the Developer, no Lot and/or Parcel may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Parcels to be affected thereby.

11.20 Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all the Parcels, neither the Parcel Owners nor the Association shall interfere with the completion of all contemplated improvements and the sale of all Parcels, and the Developer may make such use of the unsold Parcels and/or Common Areas as may facilitate such completion and/or sale, including but not limited to maintaining a sales office, showing of the property and displaying signs.

ARTICLE 12

12. ***Architectural Control.*** No building or other structure shall be erected or maintained upon the property within the Development, nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association or by an architectural committee of no less than three (3) or more than five (5) representatives appointed by the Association. All architectural control matters submitted to the Association or its designated committee shall be presented also to the Springtree Architectural Review Board ("ARB") and shall be subject to its prior approval. In the event the Association or its designated committee and the ARB fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to both of them, approval will not be required and this paragraph will be deemed to have been fully complied with. The Association shall be permitted to employ "aesthetic" grounds or reasons as the sole basis for denial or rejection of the proposed plans and specifications. The provisions of this paragraph shall not apply to or be operative against any Lot or Parcel the title to which is in the Developer.