

ARTICLE 16

RULES AND REGULATIONS

SECTION 16.1. Association Restrictions Any additional use restrictions from time to time adopted by the Association which are applicable to the Property (collectively, the "Association Restrictions") are incorporated herein by reference and shall govern the use of the Property. In the event of a conflict between the provisions of this Declaration and the Declaration and the Association Restrictions, the more restrictive restriction shall control for purposes of this Declaration.

SECTION 16.2. Adoption of Rules and Regulations After such time as Declarant transfers control of the Association to the owners, the Board of Directors is authorized to adopt, amend or rescind, at any regular or special meeting of the Board of Directors, rules and regulations governing the use and occupancy of the Property and any and all buildings and improvements thereon;

provided, however, that such rules and regulations shall be for the elaboration and administration of the restrictions, covenants, easements and conditions contained in this Declaration, and shall not be inconsistent with any of the terms or provisions of this Declaration, the Articles or the Bylaws. Any such rule or regulation shall not conflict with the terms and provisions of the Easement Agreement.

SECTION 16.3. Publication and Distribution of Rules and Regulations. The Association shall publish the Rules and Regulations as may be promulgated, amended or rescinded by Declarant or the Board of Directors pursuant to this Article 16, and shall mail copies of the Rules and Regulations to all owners at their last known addresses as shown on the books and records of the Association.

SECTION 16.4. Residential Use. All Units shall be used for residential purposes only, except for the construction, development, sales, rental or other activities conducted by Declarant in furtherance of Declarant's business.

SECTION 16.5. Nuisances. No Owner or other authorized occupant of any Unit shall cause or permit any unreasonable or obnoxious noises or odors to emanate from, or cause or permit any nuisances or immoral or illegal activities upon, his Unit or any part of the Property.

SECTION 16.6. Animals and Pets. The Board of Directors has the right after notice to an Owner to impose reasonable restrictions regarding pets to insure the safety, welfare and well being of all members and occupants. No cat, dog or any other animal shall be allowed to be kept or harbored at the Property without the prior written approval of the Board of Directors, which approval may be granted or denied at the sole discretion of the Board. The Board is authorized to promulgate rules and regulations regarding the keeping or harboring of pets. The Board of Directors shall have the right to require to be removed from the Unit any pet that causes an unreasonable source of annoyance to any Owner or tenant, or if this provision or any Rules and Regulations promulgated pursuant hereto are violated with respect to the pet.

SECTION 16.7. Parking Limitations. Notwithstanding anything to the contrary contained in this Declaration, no parking space or any part of the Property shall be used for the parking or storage of recreation vehicles, mobile homes, campers, trailers, boats, or commercial vehicles, except for deliveries, without the prior written consent of the Board of Directors.

SECTION 16.8. Signs. No signs of any kind shall be displayed in public view on any Unit, except such sign deemed necessary by Declarant, its successors and assigns, or its designees, in the construction, development, sale and leasing operations of Declarant.

SECTION 16.9. Antennas, Aerials and Satellite Dishes. No antennas, aerials or satellite dishes of any kind shall be placed upon the roof or exterior of any Unit, nor shall any Owner place or cause to be placed any antenna, aerial or satellite dish upon any part of the Property.

SECTION 16.10. Trade, Business or Profession. No Owner or other authorized occupant of any Unit may conduct or carry on any trade, business, profession or other type of commercial activity in any Unit or otherwise upon the Property.

ARTICLE 17

ENFORCEMENT

All of the restrictions contained herein shall be enforceable by specific performance and injunctive relief. Additionally, any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this Declaration or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot to whom such vehicle belongs or to whom the operation of such vehicle is a family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot to enforce collection of such reimbursement. Any cost or expense not incurred by, or the responsibility of, the Association but necessary to recover of the towed or removed vehicle shall be borne solely by the Owner or the operator of the towed or removed vehicle.