

## ARTICLE IX

### USE RESTRICTIONS

Section 1. Residential Use. No Lot shall be used for any purpose other than a single-family detached or attached residence, for residential use only, except that, during the construction and sales period, on-site builder's construction offices, model homes, sales offices and builder's storage areas may be maintained.

Section 2. Offensive Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Signs. No sign of any kind shall be displayed to the public view on any Lot except (a) one (1) sign not more than five (5) square feet advertising the property for sale or rent, (b) signs used by a Builder to advertise the Property during the construction and sales period which have been approved in writing by the Declarant, (c) signs used by Avondale/Fenby or the Declarant to advertise the Property during the construction and sales period, or (d) signs erected or owned by or on behalf of the Association on any Lot, or at the entrance to the Property which identify the development or neighborhood.

Section 4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that a reasonable number of household pets may be kept provided that they are not kept, bred or maintained for a commercial purpose. The Board of Directors shall have the power to adopt rules and regulations pursuant to the provisions of Article XV pertaining to the control of pets and defining what shall constitute a reasonable number of household pets.

Section 5. Garbage, Motor Vehicle Repairs. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and every Lot shall be maintained in a clean and sanitary condition. All containers or equipment for the storage or disposal of rubbish, trash, garbage and other waste shall be constructed of metal, heavy rubber or another material permitted by City's trash contractor and kept in a clean and sanitary condition. No major repairs to motor vehicles shall be made on any Lot and no Lot shall be used for the storage of inoperable or abandoned motor vehicles.

Section 6. Yards. All Lots shall be neatly and regularly mowed by the Owner, and all landscaping, driveways and sidewalks on such Lot shall be regularly maintained by the Owner thereof.

Section 7. Additional Rules and Regulations. The Board of Directors, pursuant to Article XV of this Declaration, may adopt and amend additional rules and regulations, in addition to or in lieu of those set forth in Exhibit E, pertaining to the use of Lots. Such rules and regulations adopted pursuant to Article XV may relate to the use or storage of motor homes, trailers, campers, boats and commercial vehicles; the erection and maintenance of clothes lines, fences, awnings, fireplaces, grills, decks, patios, lawn ornaments, swimming pools, play equipment, exterior lighting, television antennas and satellite dishes; or such other uses or structures which the Board of Directors deems appropriate.

Section 8. 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.

Section 9. Right of Entry. The Association and the Declarant shall each have the right to enter on any Lot which was a part of the Avondale/Fenby Land in order to (a) mow grass, trim or prune any tree, hedge or other planting whose height or location on such Lot is, in the Association's judgment, or obscures the view of street traffic from any Lot, or (b) cure any violation of the provisions of this section, all provided that the Owner of such Lot 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, and, upon the failure to pay such expenses, the Association may establish a lien therefor upon such Lot in accordance with and subject to the provisions of this Declaration applicable to an Assessment Lien.

Section 10. Sales and Other Offices. Anything to the contrary contained in this Declaration notwithstanding, real estate sales, construction and management offices may be erected, maintained or operated on any Lot or on any portion of the Common Areas, provided that the prior written approval of the Declarant and, if such Lot or Common Areas were a part of the Avondale/Fenby Land, the prior written approval of Avondale/Fenby, is first obtained and further provided that such offices are used solely in connection with the development of the Property and land which, under the provisions hereof, may be added to the Property.