

Section 10.04 hereof, or c) improvements which pursuant to the Design Guidelines and Section 10.04 hereof do not require the consent of the Board or the Architectural Control Committee. Notwithstanding anything to the contrary contained in this Declaration, until the date on which all of the Lots shall have been conveyed by Declarant to Owners other than a person or persons constituting Declarant and a Residence has been constructed on each Lot, no improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Development without Declarant's review of the plans therefor and the written approval of Declarant.

10.04 Architectural Approval. To preserve the architectural appearance of the Development, no construction, landscaping or improvements of any nature whatsoever shall be commenced or maintained by any Owner, other than Declarant, with respect to the exterior of any Residence, any Lot or any other portion of the Development, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface) unless and until the plans and specifications showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of the external design, location, and appearance in relation to surrounding structures, landscaping and topography by the Board or by the Architectural Control Committee appointed by the Board in accordance with this Article 10 and the Design Guidelines. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his Residence. The Architectural Control Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association, and the Board shall be entitled and empowered to enjoin or remove any construction undertaken pursuant to plans and specifications which have not been expressly approved in writing by the Board or the Architectural Control Committee, if such approval is required under this Article 10. Following approval of any plans and specifications by the Architectural Control Committee, representatives of the Board and/or the Architectural Control Committee shall have the right during reasonable hours to enter upon and inspect any Lot, Residence or other improvements with respect to which construction is underway to determine whether or not plans and specifications therefor have been approved and are being complied with. In the event the Board or the Architectural Control Committee shall determine that such plans and specifications have not been approved or are not being complied with, the Board shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. In the event the Board or the Architectural Control Committee fails to approve or disapprove in writing any proposed plans and specifications within thirty (30) days after such plans and specifications shall have been submitted to the Board or the Architectural Control Committee, such plans and specifications will be deemed to have been expressly approved and no further approval under this Article 10 shall be required with respect thereto, unless such plans and specifications are materially altered or changed.

10.05 Use of Lots/ Size of Dwelling. Except as permitted by Section 3.09 hereof, each Lot shall be used for single-family residential purposes only, and no trade or business of any kind may be carried on therein. All Dwellings shall be at a minimum of 4,000

square feet heated/cooled living space. Lease or rental of a Lot or any building or part of a building thereon for residential purposes shall be a violation of this covenant.

10.06 Use of Common Areas. The use and enjoyment of the Common Areas by Owners, their families, tenants, visitors, guests, servants, and agents shall be subject to such reasonable rules and regulations as may be made and amended by the Board from time to time in accordance with Article 11 hereof.

10.07 Signs. Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted on any portion of the Development without the express written permission of the Board or Architectural Control Committee. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Board or the Architectural Control Committee and may be arbitrarily withheld. Notwithstanding the foregoing, all the restrictions of this Section 10.07 shall not apply to Declarant, its agents, representatives, and employees, during the period that Declarant has any Lot for sale or is developing any portion of the Development. In addition, the Board, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Areas.

10.08 Pets. No animals, livestock, birds or poultry of any kind shall be raised, bred, or kept by any Owner upon any portion of the Development except for generally recognized house pets (excluding Pitbulls and Rottweiler), provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. Pets shall be under leash at all times when in any portion of the Common Areas, and no pet shall be permitted to leave its droppings on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same. Upon the written request of any Owner, the Board may conclusively determine, in its sole and absolute discretion whether, for purposes of this Section 10.08, a particular pet is a generally recognized house pet or such pet is a nuisance, and the Board shall have the right to require the owner of a particular pet to remove such pet from the Development if such pet is found to be a nuisance or to be in violation of these restrictions. The Board shall have the right, subject to Section 10.04 hereof, to fine any Owner (in an amount not to exceed \$50.00 per violation) for the violation of these pet restrictions by such Owner or an occupant of his Lot; and an Owner shall be liable to the Association for the cost of repair or any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's Lot. Any such fine or cost of repair shall be added to and become a part of that portion of any assessment next coming due to which such Lot and Owner are subject.

10.09 Antennas. No antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation shall be erected, used, or maintained outdoors on any portion of the Development, whether attached to a Residence or any other structure; provided, however, the Board or Architectural Control Committee may, at their sole discretion, permit the installation of small, personal satellite dishes, provided that the