

If pole-mounted, the pole must be metal, either black or galvanized and permanently mounted into the ground with a concrete base. No permanent basketball structures may be placed in any side yard.

Section 18. Use, Rentals. Lots shall be used for single family residential purposes only. Owners may rent or lease Dwellings for periods of at least thirty (30) days and not in excess of one (1) year provided that (a) the Owner delivers thirty (30) days' prior written notice of the lease or rental to the Association, together with a copy of the written lease or rental agreement; (b) the tenant completes such informational form as may be required by the Association and Owner delivers the same to the Association prior to commencement of the tenancy; and (c) the Association shall have the right to enforce its rules and regulations and the restrictions set forth in this Declaration against such tenant and the Owner but without any obligation to do so against tenant, such enforcement being the sole responsibility of the Owner.

Section 19. Pools. Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side street Lot line.

Section 20. Dwellings and Garages.

(a) No Dwelling located on a 50 foot lot shall have a heated area of less than eleven hundred (1,100) square feet, and no Dwelling located on a 40 foot lot shall have a heated area of less than one thousand (1,000) square feet, exclusive of screened area, open porches, terraces, patios and garage.

(b) No Dwelling shall exceed two (2) stories in height, nor shall it exceed thirty-five (35) feet in height.

(c) No projections of any type other than chimneys, skylights and vent stacks shall be placed or permitted to remain above any roof of the Dwelling, except in accordance with Sections 12 and 29 of this Article.

(d) No Dwelling shall have exposed structural block on its front elevation.

(e) All driveways shall be constructed of solid concrete or decorative pavers approved by the ARB.

(f) All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a street or other Lot. This provision shall not apply to central air conditioning compressor units, which shall be governed by Section 10 above.

(g) All Dwellings shall have at least a one (1) car garage, which shall not be enclosed for use as a living area.

Section 21. Tree Removal and Landscaping. Except by Declarant, trees measuring six (6) inches or more in diameter at three (3) feet or more above ground level shall not be cut or removed without the prior written consent of the ARB; provided, however, trees located within six (6) feet of the location of the Dwelling as approved by the ARB may be removed without prior



approval. More restrictive arbor ordinances or environmental laws shall control in the event of conflict herewith. There shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns except in approved landscape or retained natural areas. Unless prohibited by law, natural vegetation shall be finished by removal of underbrush and addition of mulch.

Section 22. Collection. All trash, garbage and refuse shall be placed for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

Section 23. Pumping or Draining. The Owner of any Lot which includes or is adjacent to any pond, creek, bay head, or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom.

Section 24. Ramps. No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side street.

Section 25. Declarant Reservation. Any provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association shall interfere with the completion of Declarant's planned improvements and the sale of the Lots. Declarant may make such lawful use of the unsold Lots and the Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking.

Section 26. Security Bars. No security bar system may be installed on any window or door of any Dwelling in the Property.

Section 27. Mailboxes. Community mailboxes may be provided by the U.S. Post Office and individual mailboxes on each Lot shall be prohibited while community mailboxes are utilized by the U.S. Post Office.

Section 28. Cable Television. The Declarant, for itself and the Association, is authorized to negotiate and enter into a contract for the provision of cable television services to the Development, under such terms and conditions as the Declarant or the Association, as applicable, deems appropriate in its discretion. To the extent that any Owner desires cable television service to be provided to its Lot, then such Owner shall be obligated to purchase service from any company with which the Declarant or the Association has entered into an exclusive arrangement. To the extent that bulk cable television service is to be provided under such contract, then any charges therefor shall be added to the budget of the Association and shall be a portion of the annual assessment payable by the Owners of all Lots in the Development. If a bulk service contract is entered into, then the provision of additional premium cable services to each Lot shall be determined