

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

SUMMERFIELD SUBDIVISION

ARTICLE VIII

USE RESTRICTIONS

Section 1. Land Use. Except for areas designated for commercial use, the Properties shall be used for residential purposes only. Declarant may maintain a sales office, models, property management office, design center office, and construction office upon or in one or more Units and/or Common Area until all Units to be located on the Properties and additions thereto have been sold. No Lot may be subdivided or its boundaries changes where the result would be a decrease in the size of any Lot. In the event that an Owner combines two (2) or more adjoining Lots for the purpose of constructing a single residence thereon, from that date forward, the resulting Lot shall not be subdivided nor its boundaries changed so as to result in a decrease in the size of the Lot.

Section 2. Nuisance. No noxious, illegal or offensive activity shall be conducted upon the Properties or in any dwelling nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. Pets. Owners may keep as pets companion pets such as birds, domesticated cats, fish, dogs and other small mammals. No Owner may keep exotic cats, non-human primates, horses or other farm livestock or zoo type animals on the Properties. Pets must be on a leash or carried when on Common Areas. It shall be the Owner's obligation to dispose of waste material from pets. The Board of Directors of the Association shall have the right to order the removal of any pet which, in the Board's sole discretion, is considered a nuisance, and the same shall be done without compensation to the Owner. In such event, the Board shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Properties. A pet not on a leash shall be deemed a nuisance. Failure to clean the waste material from a pet shall also be deemed a nuisance.

Section 4. Gardens. No fruit or vegetable gardens shall be permitted to be planted in the front or side yard areas of the Properties.

Section 5. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain upon the Properties unless and until permission for the same has been granted by the

Architectural Review Board or its designated agent or representative, provided however, the Declarant may use a model or construction trailer while selling or constructing dwelling units upon the Properties.

Section 6. Use of Common Area. The Common Area shall not be used in any manner except as shall be approved or specifically permitted by the Association.

Section 7. Access to Units. In addition to easements granted elsewhere, the Association, its agents or employees shall have access to all Units from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintenance, repair or replacement of any portion of the Common Area, or facilities situate upon such Unit which serve another Owner's Unit. The Association or its agent shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Area or another Unit.

Section 8. Recreational Vehicles, Boats, and Trailers. No campers, trucks, recreational vehicles, trailers, boats, motorbikes, motorcycles or tractors may be parked or kept within the Properties, unless parked within an enclosed garage or within area(s) designated for such use by the Association. Provided, however, that this provision shall not be implied to obligate either Association or Declarant to provide such areas.

Section 9. Signs. No signs or other advertising devices shall be displayed upon the Properties which are visible from the exterior of the Unit thereon or on the Common Area, or in the facilities thereon, without prior written permission of the Association. Declarant, however, may post temporary "for sale" or other marketing related signs on the Properties until such time as all Units owned by Declarant have been sold. Further, temporary signs designating mortgage lenders and construction companies may be placed upon the Properties being financed or improved by them until such time as all Units owned by Declarant have been sold.

Section 10. Mailboxes. No mailbox may be placed upon the Properties until it has been approved by the Architectural Review Board.

Section 11. Garbage Disposal. All garbage shall be stored within the residence of each Owner or in storage facilities

provided for said residence at the time same is constructed. The storage area must be visually screened in order to conceal it from view from the road and adjacent properties. No Owner may change or supplement the garbage disposal facilities provided for such Owner's residence on the date of completion of construction thereof unless the Board of Directors of the Association shall first approve in writing the change or addition to the method of storage. It is provided, however, that if the public health authorities, or other public agency, shall require a specific method of garbage disposal, nothing herein contained shall prevent the compliance by Owners with obligatory public rule and regulations.

Section 12. Antennas and Satellite Dishes. No exterior television or citizens band radio antennas shall be permitted upon the Properties nor shall any "satellite dishes" be permitted upon the Properties without the express written permission of the Architectural Review Board. The Declarant, its successors and assigns, may locate such facilities upon the Common Areas.

Section 13. Regulations. Reasonable regulations governing the use of the Common Areas shall be promulgated by Declarant and such rules and regulations may be amended from time to time by the Board of Directors of the Association. Copies of such regulations and amendments thereto shall be furnished to each Member by the Association upon request.

Section 14. Fences. No chain link fences shall be permitted upon the Properties. No fences of any kind may be located upon the Properties without the prior written permission of the Architectural Review Board.

Section 15. Vehicle Storage. No inoperative vehicle or vehicle in a state of noticeable disrepair shall be kept or stored upon the Properties nor may any repair work be done to any motor vehicle, boat or trailer upon the Properties except for very minor repair work.

Section 16. Parking. Each Owner shall provide paved space for off-street parking. No parking shall be allowed on any unpaved space.

Section 17. Water and Sewer Systems. No individual water or sewer system or irrigation well shall be installed upon the Properties. Each Unit must be connected to a public water and/or sewer system in lieu of any individual system whatsoever. Water may

not be diverted or taken from lagoons or irrigation wells for yard maintenance or for any purpose.

Section 18. Oil and Mining Operations. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the Properties. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Properties.

Section 19. Lighting. No mercury vapor or similar lights which are situated upon poles similar to street lights shall be permitted upon the Properties without the prior written consent of the Architectural Review Board which may decline such permission in the exercise of its sole discretion and may, but shall not be obligated to, consider the feelings and concerns of adjoining owners.

Section 20. Trees. Except as may be approved by the Architectural Review Board, no tree four inches (4") in diameter or ten feet (10') in height shall be cut, removed or intentionally damaged upon the Properties unless such tree interferes with construction of improvements, is dead or diseased, or presents a hazard to persons and property.

Section 21. Mobile Homes. Under no circumstances shall a mobile home be allowed to be permanently or temporarily placed upon or affixed to the Properties, except a sales trailer(s) which may be used by Declarant, its successors or assigns for sale and construction purposes pursuant to Article VIII, Section 1.