

ARTICLE X.

USE RESTRICTIONS.

All of the properties shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Builder Declarants in Section 12 hereof.

Section 1. NUISANCES. No noxious or offensive activity will be carried on about the properties or in or about any buildings or other improvements, dwelling units, lots or on the common properties, or on any portion of the properties, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any owner. No use or practice shall be allowed in or around the townhomes which is a source of annoyance to owners or occupants of the townhomes or which interferes with the peaceful possession or proper use of townhomes or the common areas. No loud noises or noxious odors shall be permitted in any buildings or other improvements, dwelling units, lots, or on the common properties, and the board of directors shall have the right to determine in accordance with the By-Laws if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any owner shall be located, used or placed on any portion of the properties, or exposed to the view of other owners without the prior written approval of the Board of Directors. With respect to any speaker system installed in or about any dwelling unit, the owner thereof shall not cause the same to become an unreasonable annoyance or nuisance to any other owner.

Section 2. Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the buildings or other improvements, dwelling units, lots, common properties, or any portion of the properties without the prior written consent of the Board of Directors, except signs, regardless of size, used by builder declarants, their successors or assigns, for advertising during the construction and sale period of any and all of the dwelling units and excepting such reasonable signs as the Association shall authorize.

Section 3. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the lots shall be restricted in accordance with the provisions of Article II hereof. No owner shall park, store or keep on any portion of the properties any commercial type vehicle (with the exception of commercial vans, pick-up trucks or cars) unless authorized by the Rules and Regulations promulgated by the Association or unless expressly authorized in writing by the Board. No owner shall keep any vehicle on the property which is deemed to be a nuisance by the Board. No boats and trailers, or other recreational vehicles including campers or mobile homes may be kept upon any portion of the properties unless authorized by the rules and regulations promulgated by

the Association or unless expressly authorized in writing by the Board. No owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the properties (including the lots). The foregoing restrictions shall apply to all parking spaces, including those assigned to particular dwelling units by written designation.

Section 4. ANIMAL RESTRICTIONS. No animals (including livestock, reptiles or poultry) of any kind shall be raised, bred or kept on the Common Properties. No dog or other pet may run loose and unattended on the common properties, and all such pets must be walked only in such portions of the common properties as may from time to time be designated for such use by the Association. If no area is so designated, the owner of the pet shall clean up after his pet. No animal may be kept in any dwelling unit unless the animal is either a dog, a cat or other type of household pet (as defined by the Association.) No pet may be kept, bred or maintained for any commercial purpose or which becomes a nuisance or annoyance to neighbors. Violation of any provision of this section shall entitle the Association to all of its usual rights and remedies (including, but not limited to, the right to fine owners as provided for herein, in the Association's By-Laws or in any applicable rules and regulations of the Association).

Section 5. TRASH AND OTHER MATERIALS. No rubbish, trash or garbage or other waste material shall be kept or permitted on the Lots and/or common properties and/or any other portion of the Properties except in sanitary, self-locking containers located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render the properties or any portion thereof unsanitary, unsightly, offensive or detrimental to owners or to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried or aired in such a way as to be visible to others, and no lumber, grass, shrub or tree clippings or paint waste, metal, bulk material or scrap or refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the properties except when within an enclosed structure appropriately screened from view except when accumulated during construction by builder declarants or except when accumulated by the Association for imminent pickup and discard.

Section 6. TEMPORARY BUILDINGS. No outbuilding, basement, tent, shack, shed or other temporary building or improvement of any kind shall be placed upon any portion of the properties, either temporarily or permanently without the written consent of the Board and Committee. As a condition to such consent, the Board shall require the unit owner in question to enclose his lot with a fence. No trailer, camper, motor home or recreational vehicle shall be used as a residence, either temporarily or permanently, or parked upon the common properties. Builder declarants shall be exempt from this section.

Section 7. COMMON PROPERTIES FACILITIES. Nothing shall be altered or constructed in or removed from the common properties except upon the written consent of the board.

Section 8. ALTERATIONS. No owner shall cause or allow improvements or changes to any exterior portion of his lot together with townhome (including, but not limited to, painting or other decorating of any nature, installing of any electrical wiring, television antenna, decking, pool, tub, machinery or air-conditioning units) or in any manner change the appearance of any portion of such townhome without first obtaining written consent of the Architectural Control Committee.

Section 9. NO IMPROPER USE. No improper, offensive, hazardous, or unlawful use shall be made of any townhome and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereover, relating to any townhome shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the townhome as elsewhere herein set forth.

Section 10. LEASES. All leases entered subsequent to the recording of this declaration shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this declaration, the Articles of Incorporation, the By-Laws of the Association, and the applicable rules and regulations, or of any other agreement, document or instrument governing the lots or townhomes. The leasing of townhomes shall also be subject to the prior written approval of the Association, in accordance with the terms and provisions of Article XI of this declaration. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Declarants shall be exempt from the provisions hereof pertaining to prior approval of lessees and the use of Association approved lease forms. This Section 10 shall not be subject to amendment without the prior written consent of each Builder Declarant.

Section 11. DECLARANT EXEMPTION. Dev-Plus Inc. and Chesapeake Developers Inc. and/or City Planned Communities, and its assigns plan to undertake the work on constructing additional dwelling units and improvements upon the properties. The completion of that work and the sale, rental, or other disposal of dwelling units is essential to the establishment and welfare of the properties as a residential community. In order that such work may be completed and a fully occupied community be established on the properties as rapidly as possible, the owners, the Association and the Architectural Control Committee shall cooperate in effecting that end.

Section 12. EFFECT ON DECLARANT; SELECTIVE RELIEF. Builder Declarants shall specifically be exempt from any restrictions which interfere in any manner whatsoever with building declarants' plans for the development, construction, sale, lease or use of the properties and to the improvements thereon. Building declarants shall be entitled to injunctive relief for any actual or threatened interference with its rights under this declaration, in addition to whatever remedies at law to which it may be entitled. The Association shall have the power (but not the

obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article X for good cause shown.

Section 13. OUTSIDE INSTALLATIONS. No radio station or shortwave operations of any kind shall operate from any dwelling unit. No exterior antennas or radio dishes shall be erected or maintained upon the properties and improvements thereon.

Section 14. INSURANCE RATES. Nothing shall be done or kept in the lots or improvements thereon which will increase the rate of insurance on any property insured by the Association or the other owners without the approval of the Board; nor shall anything be done or kept on the lots or improvements thereon which would result in the cancellation of insurance on any property insured by the Association or the other owners.

Section 15. DRILLING. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted upon the properties, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring water, oil, or natural gas shall be erected, maintained or permitted on the properties.