

TOANO TRACE

USE RESTRICTIONS

ARTICLE VII

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Section 1. Each Lot shall be used exclusively for residential purposes and no building shall be erected, altered, placed or permitted to remain thereon other than one single-family dwelling (hereinafter referred to collectively as "dwellings" or severally as "dwelling").

Section 2. Declarant reserves for the benefit of itself and its successors and assigns easement for the installation, repair, maintenance and/or replacement of utility and drainage facilities within the areas reserved, to gain access to each owner's building for purposes of essential maintenance and service, and the designated "Easement" on the aforementioned plat and where no easement is so designated, within an area five feet in width along the front, side, and rear lines of each Lot, as well as the right to use said areas for ingress and egress in connection therewith. Declarant further reserves the right, before or after the sale of any of the Lots, to transfer and assign any of the rights and easements herein described.

Section 3. No obnoxious or offensive activity shall be conducted or permitted on any of the Properties, and nothing shall be done thereon which may be or become an annoyance or a nuisance to the neighborhood. The Board of Directors may define what constitutes an annoyance or a nuisance.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Properties, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided that they do not become a nuisance to other owners or occupants. No permitted animal shall be allowed to run at large unless under the owner's control and in his presence.

Section 5. No sign of any kind shall be displaced to the public view on any of the Properties with the prior written consent of the Board of Directors except contractors signs during construction period and one professional real estate sign of not more than six square feet, advertising a lot, and any dwelling construction thereon, for sale or for rent.

Section 6. The Properties shall not be used or maintained as a dumping ground for rubbish or scrap. Trash, garbage, or other waste shall not be kept on any of the Properties except in covered sanitary containers. Trash receptacles and exterior heating and air conditioning equipment shall be screened from public view in a manner acceptable to the Association.

Section 7. No Owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of any building or structure or in a way that causes same to protrude through the walls or the roof of any building or structure except as authorized by the Association.

Section 8. Inoperative or unlicensed cars, trucks, or other vehicles shall not be parked or stored on streets or on the Properties.

Section 9. The respective Lots shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty days, or (b) any rental if the occupants are provided customary hotel services, such as room services for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the Owners of the respective Lots shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws of the Association.