

ARTICLE V RESTRICTIONS

5.1 Land Use and Building Type. Each Unit shall be used only for professional or general office use and such related services which are ancillary to such professional or general office use unless such use is approved, in advance, in writing, and signed by Declarant or the Board.

5.2 Nuisances. Subject to the provisions of Section 5.1, no Unit shall be used for anything other than purposes which may be permitted by applicable laws, ordinances and zoning rules and regulations, nor shall any Unit be used in any manner which could constitute a nuisance or an annoyance to the community or other Owners, or endanger the health or safety of Owners and Occupants. The Board is vested with sole authority to determine what constitutes a nuisance.

5.3 Use Restrictions.

5.3.1 Association's Right to Promulgate Rules. The Association, acting through its Board, is granted the right to adopt, amend, appeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property.

5.3.2 Rules and Regulations. In addition to the restrictions contained in this Article, each Unit is owned and occupied subject to the right of the Declarant or the Board to establish Rules, and penalties for infractions thereof, governing, but without limitation, the following: (a) the types, sizes, numbers, conditions, uses, and locations of motorized vehicles on the Property; (b) the use of the private streets and driveways within the Property, including speed limits and parking restrictions; (c) the disposal of trash, including types and locations of containers; (d) hazardous, illegal, or annoying materials or activities in and upon the Property; (e) the use and maintenance of a private security system for the Property; (f) the occupancy and leasing of Units; (g) the wasteful consumption of utilities billed to the Association; (h) the use, maintenance, and appearance of windows, porches, patios, and yards visible from the street or other Units; and, (i) anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for occupants.

5.3.3 Office Use. No portion of any Unit shall ever be used for a purpose which would (a) increase the required number of automobile parking spaces, (b) increase utility consumption above typical office usage levels, and/or (c) violate any applicable governmental ordinance. Without limiting the foregoing, no portion of any Unit shall ever be used for retail purposes, and all use of the Unit shall be strictly limited to office use.

5.3.4 Occupancy of Units. The Declarant or Board may adopt rules regarding the occupancy of Units for office business and professional purposes. If the Rules or applicable law fail to establish occupancy standards, no more than five (5) persons may occupy a Unit on a full-time, regular basis. A person may not occupy a Unit if the person

constitutes a direct threat to the health or safety of other persons, or if the person's occupancy would result in substantial physical damage to the property of others.

5.3.5 Animal Restrictions. Subject to Section 5.3.17 below, no animal, bird, fish (excluding small aquarium fish), reptile or insect of any kind may be kept, maintained, raised or bred anywhere on the Property unless otherwise expressly provided for in the Rules.

5.3.6 Appearance Restrictions. Both the exterior and interior of the Units must be maintained in a manner so as not to be unsightly when viewed from the street or neighboring Units. The Board is vested with the authority to determine acceptable appearance standards.

5.3.7 Window Restrictions. All window treatments within the Unit, that are visible from the street or another Unit, must be neutral in color and must be either (a) roller shades or (b) wood or faux wood blinds with at least 2" slats unless otherwise authorized in writing by the Board. Tinting, painting, or in any way covering windows that are visible from the Street or from any other Unit in any manner not expressly contained herein is prohibited.

5.3.8 Sign Restrictions. No signs advertising the Units for sale or lease, or other signs or objects whatsoever, may be erected, placed on or about, or permitted to remain on the Property, placed in or on any outside facing window, or may be visible from the windows in the Units without written authorization of the Declarant or Board whose authorization may specify the location, nature, dimensions, number, and time period of any advertising sign.

5.3.9 Vehicle Restrictions. All vehicles on the Property, whether owned or operated by the occupants or their employees, agents, invitees, licensees, contractors or guests, are subject to the following restrictions: no large commercial-type vehicle, mobile home, motor home, camper, bus trailer, boat, aircraft, inoperable vehicle or any other similar vehicle or any vehicular equipment, mobile or otherwise, which the Board deems to be a nuisance, unsightly or inappropriate, may be kept, parked or stored anywhere on the Property.

5.3.10 Repairs. Repairs or restorations whatsoever of vehicles are strictly prohibited anywhere on the Property.

5.3.11 Obstruction. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the private street.

5.3.12 Removal. The Association may remove or cause to be removed any vehicle in violation of this Section or Rules regulating vehicles. The Owner of any such removed vehicle shall bear the cost associated with said removal and neither the Association, the Declarant, nor their respective employees, officers, directors, agents, or assigns shall be liable for any damage caused by said removal.

5.3.13 Drainage Restrictions. No person may interfere with the established drainage pattern over any part of the property unless an adequate alternative provision for proper drainage has been approved by the Board.

5.3.14 Structural Integrity. No person may directly or indirectly impair the structural soundness or integrity of a building or another Unit, nor do any work that will impair an easement or hereditament.

5.3.15 Specific Uses. Except for ingress and egress, the front yards, sidewalks, and driveways on the Property may not be used for any purpose which has not been authorized in writing by the Board.

5.3.16 Landscaping. No person is permitted to perform any landscaping, planting, or gardening anywhere on the Property without prior written consent from the Board.

5.3.17 Prohibited Uses. Subject to the provision of Section 5.1 regarding Declarant's right of approval, during the term of this Declaration, no portion of the Property shall ever be used for any of the following purposes whatsoever: (a) a tavern, bar, nightclub, discotheque or **any other establishment selling alcoholic beverages for on-premises consumption**; (b) a liquor store or other establishment for the sale of alcoholic beverages for off- premises consumption; (c) **a retail store selling retail merchandise or retail services without the prior written approval of Declarant or the ACC, retail services shall include, by way of example but without limitation, hair salons, tanning salons, manicure salons, and repair shops**, provided this subsection does not prohibit a permitted business from providing professional services which shall include, by way of example but without limitation, engineering, medical, attorney, and accounting services; (d) **a restaurant, cafeteria or café, including a sit down, fast food or drive through eating establishment**; (e) an establishment for the sale or lease of automobiles, motorcycles, trucks, mobile homes or recreational motor vehicles; (f) a bowling alley, billiard parlor, bingo parlor, arcade, game room or other amusement center; (g) a theater (motion picture or live performance); (h) a health club, gymnasium or spa; (i) a service station, automotive repair shop or truck stop; (j) a flea market, pawn shop, "second hand" store or "surplus" store; (k) a car wash; (l) a child day care facility without the prior written approval of Declarant; (m) a dry cleaning plant or central laundry or laundromat; (n) **a hotel, motel, apartment, townhome, condominium, or other residence**; (o) a storage mini-warehouse facility; (p) a governmental office; (q) an adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic materials or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays of a variety involving or depicting sexual themes, nudity or lewd acts); (r) a tattoo or massage parlor, except that a licensed massage therapist that is part of a permissible business hereunder if approved in advance in writing by the Declarant or the ACC; (s) a skating rink; (t) a mortuary, crematorium or funeral home; (u) a mobile home or trailer court, labor camp, junkyard or stockyard; provided, however, this prohibition shall not be applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance; (v) a land fill, garbage dump or other such facility for the dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition shall not be

applicable to trash dumpsters located in the Dumpster Areas shown on the Site Plan; (w) a telephone call center; (x) a gambling establishment or betting parlor; (y) any animal raising or keeping or kennel facilities, except that a veterinary clinic is not prohibited so long as it does not have any outside runs or kennels; (z) an assembling, manufacturing, industrial, distilling, refining or smelting facility; (aa) trash container storage, except as designated on the Site Plan; (bb) any establishment which stocks, displays, sells, rents or offers for sale or rent any merchandise or material commonly used as, intended for use with or in consumption of any non-prescription narcotic or dangerous drug or other controlled substance, including, without limitation, any hashish pipe, waterpipe, bong, cilium, pipe screens, rolling papers, rolling devices, coke spoons or roach clips or other illegal, drug related paraphernalia; (cc) **any residential use**, including but not limited to: single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters or sleeping apartments without the prior written approval of Declarant allowing a temporary residence not to exceed one year in duration; or (dd) no underground storage tanks, and no Owner shall store, use, or permit the use of, Hazardous Materials on, about, under or in its Unit or the balance of the Property, except such use as may be ancillary to and in the ordinary course of such Owner's business operation conducted thereon, and any such use at all times shall be in compliance with all applicable Environmental Laws, and each Owner agrees to defend, protect, indemnify and hold harmless each other Owner and Declarant from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of environmental investigation, remediation, removal or other response actions, and reasonable attorneys' fees and costs of suit related thereto, arising out of or resulting from such Owner's use and/or release of any Hazardous Materials on such Owner's Unit or the Property, whether or not in the ordinary course of business; for the purposes of this subsection (dd), the term "Hazardous Materials" shall mean and refer to the following: petroleum products and fractions thereof and any additives thereto, asbestos, asbestos containing materials, urea formaldehyde, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, substances and wastes regulated by any Environmental Law and the term "Environmental Laws" shall mean and refer to the following: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with the protection of human health or the environment, all as may be amended from time to time.

5.3.18 Building Signs. Unless otherwise approved by the ACC (hereinafter defined), all building signs must conform to the following standards: (a) all signs shall identify the occupant by its name and/or business; (b) all signs shall be of such size and shape as shall be established by the ACC; (c) signs may not project above the roof line of the Unit of other Improvement to which it is attached; (d) flashing or moving signs are prohibited; and, (e) all signs shall be kept in a first- class appearance and operating condition. The ACC shall prescribe additional standards for all signs within the Property to preserve a uniform and pleasant atmosphere within the Property. The Association shall have authority to remove or cause to be removed any signs which do not comply with this Declaration. The cost of any such removal, plus a reasonable amount to defray the overhead expenses of the Association, shall be paid by the Owner of the Unit upon which such non-conforming sign shall have been installed. If such Owner shall fail to reimburse the Association within 30 days after receipt of demand, the Association shall be entitled to claim a lien in accordance with Section 9.3 on the Unit of the defaulting Owner for the unpaid amount, which amount shall bear interest at

the Default Rate from the date of expiration of said thirty (30) day period until paid.

5.3.19 Design Criteria. During the Declarant Control Period, Declarant may adopt, modify and/or terminate design criteria for architectural design, use restrictions, parking, leasing of improvements, landscaping signage, color, material, configuration and other elements and requirements for improvements and the Common Area. After the Declarant Control Period, such design discretion shall be vested in the ACC.

5.3.20 Limitation on Leasing. Subject to all the provisions herein below, leasing of the Units is permitted.

5.3.21 Conditions of Lease. Notwithstanding any provision contained in this Declaration to the contrary: (a) no Unit may be rented for transient or residential or other purpose prohibited by this Declaration, or for a period less than six (6) months; (b) no Unit may be subdivided to more than three (3) tenants or subtenants for rent purposes at a single time; (c) all leases must be in writing and must be made subject to the Documents; (d) an Owner is responsible for providing a tenant with copies of the Documents and notifying the tenant of changes thereto; and, (e) each tenant is subject to and must comply with all provisions of the Documents, federal and state laws, and local ordinances.

5.3.22 Eviction of Tenants. Every lease agreement on a Unit, whether written or oral, express or implied, is subject to and is deemed to include the following provisions: failure by the tenant or the tenant's invitees to comply with the Documents, federal or state law, or local ordinance is deemed to be a default under the lease. When the Association notifies an Owner of a tenant's violation, the Owner will promptly obtain such tenant's compliance or exercise the Owner's rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain the tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or state law for the default, including eviction of the tenant, subject to the terms of this Section 5.3.22.

5.3.23 Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Documents by the Association, each Owner appoints the Association as the Owner's attorney-in-fact, with full authority to act in the Owner's place in all respects, solely for the purpose of enforcing the Documents against the Owner's tenants, including but not limited to the authority to institute forcible detainer proceedings against the tenant on the Owner's behalf, provided the Association gives the Owner at least ten (10) days' notice, by certified mail, of its intent to so enforce the Documents.

5.3.24 Association not Liable for Damages. Any expenses incurred by the Association in connection with enforcement of the Documents against his tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner's tenant.

5.3.25 Limitations on Leasing. No Owner shall lease any Unit or any part of a Unit without first obtaining the written authorization of the Declarant or the ACC. Any Owner