

7.4 Enforcement of Directors' Duties. In the event that the Board of Directors shall fail to perform any duty or duties which under the terms and provisions of this Declaration, the Articles of Incorporation, the Bylaws, or the Act are to be performed by it, any unit owner or first mortgagee who is aggrieved by such failure shall have the right to proceed in equity to compel the Board of Directors to perform such duty or duties. In no event, however, shall any member or members of the Board of Directors have any liability to any unit owner or mortgagee for any failure by the Board of Directors to perform any such duty or duties, except to the extent specifically provided otherwise in the Act.

## ARTICLE VIII RESTRICTIONS

In order to provide for the maximum enjoyment of the property by all of the Unit Owners, tenants, and residents thereof, and to provide for the protection and value of the units, the use of the Property and all of the units located thereon shall be restricted to, and shall be only in accordance with the following provisions:

8.1 Mixed Use. Each unit is intended for both business and residential use as hereinafter provided.

8.2 Residential Use. Not more than fifty percent (50%) of each unit may be used for residential purposes; provided, all residential use must be confined to areas above the first or ground floor of each Unit. Residential Use shall be solely for single-family residence purposes. Owner(s) may lease the residential portion of a unit subject to all terms and conditions set forth herein and as maybe adopted by the Board of Directors.

8.3 Business Use. A minimum of fifty percent (50%) of each unit shall be reserved for business purposes as allowed by governmental zoning and use regulations and as permitted under the terms set forth in this Declaration. It is intended that the business use would involve the rendering of personal services with minimal retail sales. Excluded or prohibited uses shall include, but not be limited to, the following: restaurants, prepared food vendors, bars, lounges, and liquor stores. Subject to specific regulations or requirements as maybe established by the Board of Directors, Owner(s) or Tenant(s) shall be further prohibited from use of a unit which, by its nature, would include or generate levels of traffic by employees or agents connected with such business use, which levels are not consistent with general traffic volumes on or about the Submitted Property. The ground or first floor of each unit shall be used exclusively for such business purposes. All or a portion of each unit above such ground or first floor may be used for business purposes.

8.4 Restrictions on Leasing. In no event shall any unit or a portion thereof be leased for a term of less than one (1) year, except with the prior written consent of the Board of Directors. Any lease entered into in regard to all or any portion of a unit, in violation of the provisions of this Section 8.3, shall be null and void.

8.5 Nuisances. Nothing shall be done or kept in or about any unit or in or about the Limited Common Elements or Common Elements which will increase the rate of insurance on any portion of the Submitted Property, without the prior written consent of the Board of Directors. No Unit Owner(s) shall permit anything to be done or kept in or about such Owner(s)' Unit or in or about the Limited Common Elements or Common Elements which would result in the cancellation of any insurance maintained by the Association, or which would be in violation of any law, ordinance, order of any governmental unit, or the provision of this Declaration. No obnoxious or offensive activity shall be carried on in or about any unit, or upon any Limited Common Elements or Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owner(s) or occupants or which disrupts any other Unit Owner(s)' reasonable use or enjoyment of such Owner(s)' Unit, the Limited Common Elements, or the Common Elements. All parts of the Submitted Property shall be kept and maintained in a clean, orderly, and safe condition. All garbage, refuse and waste shall be placed only in appropriate receptacles located on or about the Limited Common Elements or Common Elements, or at such other location as the Board of Directors shall direct. No fire hazard shall be permitted to exist on the Submitted Property. No portion of the Submitted Property shall in any manner be used for any immoral, improper, unethical, or unlawful use whatsoever.

8.6 Animals. No animals or birds shall be permitted upon the Submitted Property, or any portion thereof, including, without limitation, within any unit.

8.7 Common Elements. The Common Elements shall be used only by the Unit Owner(s) and their Tenant(s), including their agents, family members, licensees and invitees and shall only be used for access to and from the respective units, parking incidental to the use(s) of the unit(s) provided by this Declaration, and for such other purposes incidental to the residential or business use of the respective unit(s). Temporary or long-term storage of any item upon or about the Common Elements is expressly prohibited. Such use and the maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any party whatsoever, and shall be subject to any easement presently in existence or entered into by the Board of Directors or by the Declarant at some future time affecting any part or all of the Common Elements.

8.8 Easements.

A. Declarant reserves a perpetual parking easement affecting up to eleven (11) parking spaces located in the southwestern portion of the Property, nearest Arnold Road. Declarant further reserves a perpetual easement for ingress and egress across the Submitted Property to access said parking spaces as well as to access other property owned by Declarant adjacent to the Property.

B. Declarant further reserves an easement in the Property, to be exercised on a temporary basis for the purpose of ingress and egress and use incidental to erecting, maintaining, or repairing improvements located on other property of Declarant adjacent to the Submitted Property.

C. Declarant further reserves a perpetual easement for access to and the use of the irrigation well located on the Submitted Property near the western boundary, north of adjacent property owned by Declarant. Declarant shall further have the right to draw water from such well for use on other property owned by Declarant.

8.9 Parking. Except as approved in writing by the Board of Directors, the parking or storage of recreational vehicles, campers, trailers, mobile homes, boats, personal watercraft, snowmobiles, trucks having more than a single rear axle, motor vehicles not licensed for street use, and the like, is prohibited from the Common Elements. Each Unit Owner, and such other parties entitled to use the parking spaces, shall endeavor to utilize the parking spaces nearest such Owner's Unit before parking in other parking spaces on or about other portions of the Common Elements. The Board of Directors may designate, and identify by appropriate signage, spaces assigned to a specific unit; provided, such designation shall not make such designated spaces Limited Common Elements, the creation and assignment of any parking spaces as Limited Common Elements being reserved to amendment(s) to this Declaration; provided, further if any parking spaces shall be assigned as Limited Common Elements, the above prohibition as to the parking or storage of recreational vehicles, etc. shall apply to all such Limited Common Elements.

8.10 Exterior Equipment. Except as set forth herein regarding heating and air conditioning apparatus, no Unit Owner shall erect or maintain on or attached to any unit, or on any portion of the Property, without the prior consent of the Board of Directors, any exterior antennae, satellite dish or other electrical apparatus or equipment of any nature.

8.11 Signs. Each Unit Owner, or such Owner's Tenant, may erect a sign identifying the business(es) being conducted in a unit; provided, all signs shall be comparable in size and color. All signs shall be ordered through the Board of Directors which shall, to the extent reasonably possible, obtain signs which conform in size and color to other signs erected on the Submitted Property. Signs shall be hung from the cross support of entrance ways at the front door of a unit, or at such other location as the Board of Directors may approve. No neon signs or lighting shall be permitted. No signs, advertising, or promotional material of any nature shall be placed in or on the windows to a unit nor upon any exterior surface of a unit.

Signs identifying the mailing address, or other identification, of a unit shall be obtained and erected by the Association.

All costs specifically associated with any sign, and its installation, shall be the responsibility of the Owner of the unit to which such sign or signs shall be placed.

Declarant reserves the right to erect and display such sign or signs as Declarant shall deem appropriate in connection with sales activities by Declarant relative to existing Units or proposed units.

#### 8.12 Garbage Cans, Mailboxes.

No above-ground trash or garbage receptacles or storage piles shall be permitted on the Property, except as provided hereinafter. The Association shall maintain one or more trash dumpster unit(s) on or about the Common Elements, for use by Unit Owners; provided, in lieu of the Association maintaining a trash dumpster unit, Declarant may lease a trash dumpster, which may be located on the Submitted Property, which shall be shared by Declarant and the Unit Owner(s). At such time as Declarant shall deem appropriate, such lease may be assigned by Declarant to the Association; provided, Declarant reserves the right to continue to use said dumpster, or any dumpster maintained by the Association, relative to any need or purpose of Declarant, and shall contribute to the Association, 1/13th of all costs associated with said dumpster unit. Said dumpster shall be located near the western boundary of the Submitted Property, north of Declarant's adjacent property, in the area described hereinabove as being the location for the irrigation well. In the event Declarant does not lease and locate a dumpster as herein provided, the Association shall provide a dumpster for use by Unit Owners and Declarant, as set forth above.

In the event the United States Postal Service is willing to make mail deliveries to each unit, each Unit Owner may place a mailbox near the front entrance of his unit; however, prior to its placement, the design of such mailbox, and its specific location, shall be approved by the Board of Directors, and must be compatible with the quality of design of the units and other mailboxes located on the Property.

8.13 Exterior Appearance of Units. The Board of Directors shall have exclusive authority for establishing rules, standards, and criteria pertaining to the exteriors of all units, including doors and windows. No Unit Owner shall repaint, resurface, or in any manner modify the exterior of a unit without the express written approval of the Board of Directors. Upon written application setting forth appropriate and specific information regarding any proposed painting, resurfacing, or modification of any exterior surface, the Board shall promptly review same, and respond in writing to such Unit Owner. If approval of any such request is not given, the response by the Board of Directors shall specify the objections and/or reason(s) for such disapproval.

### ARTICLE IX REPAIR AND MAINTENANCE

The repair and maintenance of the Property shall be in accordance with the following terms and provisions:

9.1 Common Elements. The Association shall be responsible for maintenance, repair, renovation, restoration and replacement of all portions of all of the Common Elements, except only for those portions of the Limited Common Elements for which the Unit Owners shall be responsible, as provided in Section 9.2 hereinafter. Such responsibility of the Association shall include, but shall not be limited to, the following: