ARTICLE V: USE RESTRICTIONS AND OBLIGATIONS

- 1. <u>Vehicles</u>. No trucks (except pickups of 3/4 ton weight or less) campers, motorhomes, trailers, boats, golf carts, motorcycles, or similar recreational vehicles shall be parked on any Lot or street other than temporarily (in no case in excess of 24 hours) and then solely for the purpose of loading or unloading or a service call; provided, however, that such vehicle may be kept within an owner's enclosed garage. No vehicles of any kind shall be parked on any portion of the Property while such vehicles are in a state of disrepair or while being repaired.
- 2. <u>Signs</u>. Except for signs erected by Declarant prior to sale, which are expressly exempted from this paragraph, no signs shall be erected or displayed on any Lot, Living Unit, or any other portion of the Property without the prior written permission of the Board; provided, such permission shall not be required for one sign no larger than 6 inches by 24 inches displaying the name and/or address of the occupant, or one temporary sign no larger than 24 inches by 24 inches advertising the Lot or Living Unit for sale or rent, which shall be removed upon the sale or rental of the Lot or Living Unit.
- 3. Poles, Antennas, Etc. No antenna, satellite dish or other device for the transmission or reception of radio, televisions or satellite signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors and above ground, whether attached to a building or otherwise, on any residential lot without the written approval of the Architectural Committee. Provided, however, that any such device may be installed and maintained on any residential lot without the necessity of such written approval if: (a) it is not visible from neighboring lots, streets or common areas; or (b) the lot owner, prior to installation, has received the written consent of the owners of all lots who would have use of the device from their lots; or (c) the device is virtually indistinguishable from, or is no more visible than, structures, devices or improvements such as heat pumps, air conditioning units, barbecue grills, patio furniture and garden equipment, which are allowed in the community and/or by these covenants or bylaws; or (d) it is a satellite dish two (2) feet or less in diameter.
- 4. No exterior machinery or equipment for cooling and/or heating shall be installed or maintained on any portion of the Property without prior approval of the Architectural Committee.
- 5. The Committee's approval of the installation of any device which is the subject of this section shall not constitute a waiver of this section nor obligate the Committee to approve the installation of any other such device.
- 6. <u>Trash Collection and Storage</u>. All trash and garbage shall be deposited in closed containers to be picked up by the sanitary service crew with whom the owner contracts. All containers are to be hidden from view.
- 7. Walls and Fences. All masonry walls constructed by the Declarant and intended for the enjoyment of all owners will be maintained and repaired by the Association. These walls may be constructed on common areas as well as on privately owned lots. All wood fences or brick and wood fences that have been constructed on privately owned lots will be maintained and repaired by that lot owner. The design as originally constructed by the Declarant will be maintained.

- 8. <u>Underground Utilities</u>. Other than temporary above-ground wiring for construction or emergencies, no outdoor overhead wire or service drop for the distribution of electrical energy or for telecommunication purposes nor any pole, tower, or other structure for independent transmission or support of said outdoor wire shall be erected, placed or maintained on any portion of the Property. All such installations shall be underground.
- 9. Leases. Each owner shall have the right to lease his Lot or Living Unit. Any said lease shall be in writing and shall provide that its terms shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association and that any failure by the lessee to comply with the provisions of this Declaration, Articles and Bylaws shall constitute a default under said lease. Any such lessee shall be entitled to the use and enjoyment of the Common Property; provided, an owner may not sever the right to the use and enjoyment of the Common Property from the right to occupy his Lot or Living Unit thereon by means of lease or otherwise. For purposes of this Section, the term "lease" includes, without limitation, a month-to-month rental agreement.
- 10. Owner's Obligations. The owner of a Lot will be responsible for any necessary grading, drainage, or retaining walls. Neither the Declarant, the Golf Course, nor the Association shall be responsible for any of the cost thereof Each owner shall maintain the exterior appearance of his Living Unit and Lot in an attractive manner and in accordance with the Architectural Manual of GOOSE HOLLQW SUBDIVISION; provided, however, that owners of related Living Units, such as a condominium, may delegate their maintenance obligations to a Service Association duly formed to perform such obligations.
- 11. Additional Rules and Regulations. The Board may from time to time adapt, modify, or revoke rules and regulations governing the conduct of persons and the operation and use of the Property as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. Such action may be modified by vote of not less than two-thirds (2/3) of members voting in person or by proxy, at a meeting duly called for this purpose. A copy of the rules and regulations, upon adoption, and a copy of each amendment, modification or revocation thereof, shall be delivered by the Secretary promptly to each owner and shall be binding upon all owners and occupants on any portion from the date of delivery.
- 12. <u>Time of Construction</u>. Each lot owner must commence construction within two years of the date of purchase of the lot. Construction must be completed within one year from the start of construction.
- 13. <u>Animals</u>. No animals of any kind shall be kept, bred or raised for com- medcial purposes. All pets shall be confined to the owner's Living Unit or Lot and shall not be permitted to run free or otherwise to be or become a nuisance or source of annoyance to other owners or occupants. All owners of pets will abide by municipal sanitary regulations, the leash laws, and rules or regulations promulgated by the Board. An owner may be required to remove a pet after receipt of two notices from the Board of violations of this section or of any such laws, rules, or regulations governing pets.