

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE  
VILLAGES AT SAVANNAH BAY A PLANNED UNIT DEVELOPMENT**

THIS DECLARATION made this 23rd day of March, 2006, by Oliver Development, A Tennessee Sole Proprietorship, Jerry Oliver, Sole Proprietor (hereinafter the "Developer").

WITNESSETH

WHEREAS, Developer as owner of certain real property located in Hamilton County, Tennessee, and more particularly described in Exhibit A attached hereto and incorporated herein (hereinafter the "Property") desires to create thereon a residential development known as The Villages at Savannah Bay, a Planned Unit Development (hereinafter the "Development");

WHEREAS, Developer desires to provide for the preservation of the land and home values when and as the Property is improved and desires to subject the Development to certain covenants, restrictions, easements, affirmative obligations and charges, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and

NOW, THEREFORE, the Developer subjects the Property and such additions thereto as may from time to time be made, to the terms of this Declaration and declares that the same is and shall be held, transferred, conveyed, sold, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments and affirmative obligations (sometimes referred to collectively as the "Covenants") hereinafter set forth. These Covenants shall touch and concern and run with the Property and each Lot thereof.

**ARTICLE I**  
**DEFINITIONS**

The following words and terms, when used in this declaration, or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

- 1.01 Community Association. "Community Association" shall mean THE VILLAGES AT SAVANNAH BAY COMMUNITY ASSOCIATION.
- 1.02 Builder. "Builder" or "Builders" shall mean those contractors who have been approved by Developer pursuant to Section 3.37 of this Declaration.
- 1.03 Common Expense. "Common Expense" shall mean and include (a) expenses of administration, maintenance, repair or replacement of the Common Properties; (b) expenses declared Common Expense by the provisions of this Declaration; (c) expenses deemed to be a Common

- Expense by Developer; and (d) all other sums assessed by the Community Association pursuant to the provisions of this Declarations.
- 1.04 Common Properties. "Common Properties" shall mean and refer to those tracts of land and any improvements thereon which are deeded or leased to the Developer or Community Association and designated in said deed or lease as "Common Properties" in any phase of the Development. The term "Common Properties" shall also include any personal property acquired by the Developer if any property is designated as a "Common Property" or "Common Properties". All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, persons occupying Dwelling Units or accommodations of Owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Developer or the Community Association) subject to the fee schedules and operating rules adopted by the Developer or Community Association); provided, however, that any lands which are leased by the Developer or Community Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease. The Common Properties may include but not be limited to streetlights, entrance and street signs, pavilions, pool, poolhouse, parks, ponds, medians in roadways, maintenance easement areas, landscaping easement areas, and walkways in any phase of the Development.
- 1.05 Covenants. "Covenants" shall mean the covenants, restrictions, conditions, easements, charges, assessments and affirmative obligations set forth in this Declaration.
- 1.06 Declaration. "Declaration" shall mean this Declaration of Covenants and Restrictions for The Villages at Savannah Bay and any Supplemental Declaration filed pursuant to the terms hereof.
- 1.07 Development. "Development" shall mean and refer to the Property described in Section 2.01 as recorded in Book , Page , in the Register's Office, Hamilton County, Tennessee, hereof as improved for use as a single family residential subdivision, and any and all additions thereto, which are subjected to this Declaration of any Supplemental Declaration under the provisions hereof.
- 1.08 Developer. "Developer" shall mean Oliver Development, its successors and assigns.
- 1.09 Dwelling Unit. "Dwelling Unit" shall mean any building situated upon the Property designated and intended for use and occupancy by a single family.
- 1.10 First Mortgage. "First Mortgage" shall mean a recorded Mortgage with priority over other Mortgages.
- 1.11 First Mortgagee. "First Mortgagee" shall mean a beneficiary, creditor or holder of a First Mortgage.
- 1.12 Lot or Lots. "Lot" or "Lots" shall mean and refer to any improved or unimproved parcel of land located within the Property which is intended for use as a site for a single family detached Dwelling Unit as shown upon any recorded final subdivision map of any part of the Property, with the exception of the Common Properties.

- 1.13 Member. "Member or "Members" shall mean any or all Owner or Owners.
- 1.14 Mortgage. "Mortgage" shall mean a deed of trust as well as a Mortgage.
- 1.15 Mortgagee. "Mortgagee" shall mean a beneficiary, creditor or holder of a deed of trust, as well as a holder of a Mortgage.
- 1.16 Owner. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Register whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot, situated upon the Property, but, notwithstanding any applicable theory of a Mortgage, shall not mean or refer to the Mortgagee or holder of a security deed, its successors, or assigns, unless and until such Mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the Register's Office of Hamilton County, a long-term contract of sale covering any Lot within the Property, the Owner of such Lot shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property.
- 1.17 Property. "Property" shall mean and refer to the real property described in Section 2.01 hereof, and additions thereto, which is subjected to this Declaration or any Supplemental Declaration under the provisions hereof.
- 1.18 Record or To Record. "Record" or "To Record" shall mean to record pursuant to the laws of the State of Tennessee relating to the recordation of deeds and other instruments conveying or affecting title to real property.
- 1.19 Recorder. "Recorder" shall mean and refer to the Register's of Deeds of Hamilton County, Tennessee.

## ARTICLE II PROPERTIES, COMMON PROPERTIES AND IMPROVEMENTS THEREON

2.01 Property. The Covenants set forth in this Declaration, as amended from time to time, are hereby imposed upon the real property located in Hamilton County, in the State of Tennessee and more particularly described in Exhibit A, attached hereto and incorporated by reference, and additions or amendments thereto, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to the Declaration. Additionally, any easements on any real property retained by or granted to the Developer or the Community Association for the purpose of carrying out one or more of the functions of a community association including, but not limited to, exercising all the powers and privileges and performing all the duties and obligations set forth in this Declarations. Every person who is an Owner shall be a member of the Community Association.

2.02 Community Association. The Developer has caused, or may in the future cause, a Community Association to be formed for the purpose of carrying on one or more of the functions including, but not limited to, exercising all the powers and privileges and performing all the duties and obligations set forth in this Declaration. Developer shall retain control of the Development and may exercise all the powers and privileges and perform all duties and obligations set out in this Declaration and the Bylaws until such time as Developer explicitly grants powers it would otherwise have to the Bylaws until such time as Developer explicitly grants powers it would otherwise have to the Community Association. Every person who is an Owner is and shall be a Member of the Community Association.

2.03 Common Properties and Improvements Thereon. The Developer may install initially one or more entrance signs to the Development. The signs shall become part of the Common Properties when the Developer conveys the sign to the Community Association, at which time the Community Association shall become responsible for the operation, maintenance, repair and replacement of the signs. The Developer may also landscape the entrance areas (whether privately or publicly owned) and other areas where it may or may not have reserved an easement. These areas shall become Common Properties when conveyed to the Community Association and the Community Association shall then become responsible for maintenance to the landscaped areas. Additionally, the Developer may install a pavilion, lake, walking trail, pool, poolhouse, street lights and street signs and certain other improvements which shall likewise become Common Properties when conveyed to the Community Association. The Developer and/or the Community Association may add additional Common Properties from time to time as they see fit. The Common Properties shall remain permanently as open space, except as improved, and there shall be no subdivision of the same, except as otherwise provided herein. Except as permitted by the Developer, no building, structure or facility shall be placed, installed, erected or constructed in or on the Common Properties unless it is purely incidental to one or more of the uses above specified. The Developer may reserve to itself or its designees the exclusive use of any portion of the Common Properties for the placement and use of a mobile home or similar structure for use as a sales office and as storage areas or constructions yards as may be reasonably required, convenient or incidental to the sales of Lots and/or the construction improvements on the Common Properties.

2.04 Fees. \$100.00 initiation fee shall be imposed by Developer upon each purchaser of Lot(s) in Development at the time of closing of sale. A \$35.00 monthly maintenance fee for upkeep and maintenance of lawns (mowing, trimming, etc), upkeep of entrance way and any common properties shall be imposed by Developer upon each lot owner. Said \$35.00 maintenance fee shall be due and payable to Developer or Developer's designated agent on the 1<sup>st</sup> of each month. At such time all lots in Development are sold Developer, at its sole discretion may, turn over all or part of the

responsibility for collecting the monthly maintenance fees and the responsibility of upkeep and maintenance of the areas of Development cited above to the Villages at Savannah Bay Community Association (Community Association). Upon the relinquishing of the responsibilities set forth herein, from the Developer to Community Association; the Community Association may elect to draft a set of By Laws to govern The Villages at Savannah Bay Community Association.

### **ARTICLE III COVENANTS, USES AND RESTRICTIONS**

3.01 Application. It is expressly stipulated that the Restrictive Covenants and Conditions set forth in this Article III apply solely to the Property described in Exhibit A, which Property is intended for use as single-family residential Lots only. These Restrictive Covenants and Conditions are not intended to apply to any other lots, tracts or parcels of land in the area or vicinity owned by the Developer. Specifically, the Developer, its successors or assigns reserve the right to use or convey such other lots, tracts and parcels with different restrictions.

#### 3.02 Residential Use.

- A. All of the Lots in the Development shall be, and be known and described as, residential lots, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than as provided for in a deed of conveyance from the Developer.
- B. "Residential refers to a mode of occupancy, as opposed to "business" or "commercial" or "mercantile" activity, and except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant Lots as well as to buildings constructed thereon.
- C. No Lot may be used as a means of service to business establishments or adjacent property, including, but not limited to supplementary facilities or an intentional passageway or entrance into a business or another tract of land, whether or not a part of the Property, unless consented to in writing by the Developer or the Community Association.

3.03 No Multi-Family Residences, Business. No residence shall be designed, patterned, constructed or maintained to serve or for the use of more than one single family, and no residence shall be used as a multiple family Dwelling Unit at any time. Provided, however, that nothing herein contained shall be construed to prohibit the construction of attached single family residences in areas designated by the Developer for such construction. No trade or business may be conducted in or from any Dwelling Unit, except that an Owner or occupant residing in a Dwelling Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight sound or smell from outside the Dwelling Unit; (b) the business activity conforms

to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Community Association. The terms "business and trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitations, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether; (1) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Dwelling Unit shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the Developer with respect to its development and sale of the Property or its use of any Dwelling Units which it owns within the Property. Nothing contained herein shall prohibit the Developer or the Community Association from permitting, maintaining or operating concessions or vending machines on the Common Properties.

3.04 Minimum Square Footage. No single-family detached Dwelling Unit shall be erected or permitted to remain in the Property unless it has the minimum number of square feet of enclosed living area measured from the exterior walls, exclusive of open porches or screened porches, garages or basements, set forth in this Section. For the purposes of this Section, stated square footage shall mean the minimum floor area required and floor area shall mean the finished and heated living area contained within the Dwelling Unit, exclusive of porches, decks, garages and steps. In the case of any questions as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of the Developer shall be final.

- (a) A one and a half story, excluding basement, shall have a minimum of Two Thousand Four Hundred (2,400) square feet with no less than One Thousand Six Hundred (1,600) square feet on the main level, with an attached two car garage.
- (b) A two story house, excluding basement, shall have a minimum of Two Thousand Four Hundred (2,400) square feet with no less than One Thousand Four Hundred (1,400) square feet on the main level, with an attached two car garage.
- (c) No split foyers shall be allowed.

3.05 Set-Backs. The only minimum building setbacks required are 25 feet from Snow Hill Road and other outer boundaries and 10 feet between free standing buildings in the Planned Unit Development.

3.06 Rearrangement of Lot Lines. Not more than one Dwelling Unit shall be erected or maintained on any one Lot. With the written approval of the Developer or the Community Association, contiguous Lots may be combined if the Lots have the same Owner, for the purpose of erecting an approved Dwelling Unit thereon; however, the assessments provided for herein will continue to be based upon the number of original Lots purchased.

3.07 Temporary Structures. No part of any Lot shall be used for residential purposes until a completed Dwelling Unit, conforming fully to the provisions of these Covenants, shall have been erected thereon. The intent of this section is to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any Lot. No house may be moved from another location to any Lot in this Development.

Neither the foregoing nor any other section of this Declaration shall prevent the Developer or any builder approved by the Developer from constructing a house for use as a model home that may contain office-type furniture and be used for conducting the business of either selling that house or other houses with the Development, nor shall the foregoing or any other section of the Declaration prevent the Developer from designating a Lot or Lots from time to time for temporary placement of a trailer or other similar structure for use as an office and /or sales center by the Developer and/or approved builders at the sole discretion of the Developer.

3.08 Rainwater Drainage. Catch basins in drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person, other than developer or the Community Association, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Developer hereby reserves for itself and the Community Association a perpetual easement across the Property for the purpose of altering drainage and water flow. Silt fencing and/or straw shall be used during construction to prevent dirt runoff onto roads. Gravel drives shall be used during construction prior to the paving of the driveway.

3.09 Utility Easement. A perpetual easement is reserved on each Lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas, water, sewage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

3.10 Frontal Appearance. The frontal appearance of each Dwelling Unit must be in keeping with the overall look that is desired for the Development and shall be a part of the Architectural and Design Review process set out in Article IV of this Declaration.

3.11 Building Requirements.

(a) Foundation. Any and all structures of any kind constructed on any Lot shall have full masonry foundation, no exposed block, concrete or plaster shall be exposed to any exterior grade level.

(b) Exterior of Front and Side Elevation. As a part of the architectural design and review process, the exterior of the front elevation of a Dwelling Unit may be brick, stone, EIFS (Exterior Insulated Finished Systems, also known as synthetic stucco or "Sto"), or genuine stucco that is steel-troweled cement, approved siding or a combination of the above. These must be strictly approved as a part of the architectural design and review process in advance of construction as set out in Article IV of this Declaration

(c) Rear Elevation. Rear elevation must be approved through architectural and design review process as set out in Article IV of this Declaration. Particular attention shall be given to the rear and side elevations that face any Common Property or street.

(d) Windows. All windows shall be double paned. Windows facing the front of the house and any side elevation facing another street or a Common Property shall be wood, aluminum-clad or vinyl-clad. Glazing on doors and windows shall be clear.

(e) Awnings. No metal awnings shall be permitted.

(f) Roof Pitch. Roof pitches shall be at least 9/12 pitch. All roof stacks, plumbing, etc. shall be placed on the rear slope of the roof, so as not to show from the front elevation. Any exceptions to this must be approved in accordance with Article IV of this Declaration.

(g) Gutters and downspouts. Gutters and down spouts shall be painted to match the house or trim color.

(h) Skylights. Location and design of all skylights must be approved.

(i) Solar Panels. No solar panels or collectors shall be allowed on any roof or in sight of any street or adjacent property.

3.12 Fences. All fences, walls and retainer walls must be approved by the Developer or Community Association. A drawing showing location, height, material and any other pertinent information required by the Developers or Community Association shall be submitted. No wire or chain link fences are allowed. Wrought iron or aluminum fences may be approved by the Developer or Community Association in accordance with Article IV of this Declaration. No fence shall be allowed any closer to the street than the rear elevation of the Dwelling Unit. In the case of a corner lot, no fence shall be allowed closer to the side street than the side elevation facing that street. No fence shall be over six feet



in height. Any fence joining Common Properties may be required to be of a specific design.

3.13 Driveways and Sidewalks. Driveways and sidewalks shall be considered and treated as part of the landscaping. Each Dwelling Unit constructed upon a Lot must be served by a driveway and by walkways constructed of hard surface materials such as concrete, brick, exposed aggregate, or pre-cast pavers. All other hard surface materials must be approved in writing by the Developer or the Community Association. It shall be obligatory on all Owners of Lots in this subdivision to construct or place any driveways, culverts or other structures, or gradings which are within the limits of any dedicated roadways, in strict accordance with the specifications therefore, as set forth on the recorded subdivision plat, in order that the roads or streets which may be affected by such placement or construction, may not be disqualified for acceptance into the road system of Hamilton County, Tennessee. Each and every Lot shall have a Forty-Two (42) inch wide sidewalk constructed of concrete and offset from the back of the curb in a length to be approved by Developer. The sidewalk must be approved as a part of the architectural review process and must be curved as required. This sidewalk must be from lot line to lot line on each Lot. Sidewalks shall be completed when house is completed, or within one (1) year from purchase of Lot. Developer or Community Association may grant an extension if appropriate in its sole discretion.

3.14 Curbs. No permanent cuts may be made in the curbs for any purpose other than driveways. Curbs cuts shall be made with a concrete saw at the curb and along the gutter. Irregular cuts using sledge hammers and the like are prohibited. Driveways shall be added so as to form a smooth transitional surface with the remaining curb at locations where the approved driveway locations meet the street. Damaged curbs shall be replaced by the Owner of the adjoining Lot. Notwithstanding the foregoing, nothing herein shall permit any curb cuts where such cuts are prohibited by any applicable city, county or state regulation, ordinance of law.

3.15 Signs. One sign offering the Lot and/or Dwelling Unit for sale and one sign reflecting the name of the builder may be placed upon a Lot. Upon sale of any Lot to an Owner, or upon sale of any Lot owned by a Builder upon which a speculative Dwelling Unit is constructed or is being constructed, one sign reflecting that such Lot and/or Dwelling Unit is sold may be placed upon the Lot. Such signs must be in a form approved by the Developer or the Community Association. No other signs shall be erected or maintained on any Lot, except in accordance with approved standards for signs as set by the Developer or the Community Association. Nothing in the foregoing shall be construed to prevent Developer from erecting and maintaining signs at the entrance of the Development as provided herein.

3.16 Service Area. Each Dwelling Unit shall provide an area or areas on the rear or side yard of the Lot to accommodate air conditioner compressors, garbage cans, the electrical service entrance, or other ancillary residential functions that by nature may present an unsightly appearance. Service areas shall be convenient to the utility services and screened from public view by an enclosure that is an integral part of the site development plan (the site development plan being more fully described in paragraph 4.01 © hereof), using materials, colors or landscaping that are harmonious with the Dwelling Unit it serves.

3.17 Garages Each Dwelling Unit shall have at least a double car garage constructed at the same time as the Dwelling. No carports will be permitted. Garage doors may face the street upon which the Dwelling Unit fronts only if the Developer has given written approval for such configuration and as part of such approval, the Developer may require specific types and/or modifications to be proposed garage doors. The inside walls of garages must be finished. Garage doors may not be allowed to stand open.

3.18 Landscaping. A landscape plan shall accompany every new home application submitted to the Developer for approval. No artificial plantings will be allowed. Developer may limit the trees cut when clearing any Lot for construction.

3.19 Animals. No poultry, livestock or animals shall be allowed or maintained on any Lot at any time except that the keeping of dogs, cats or other household pets is permitted provided, however, that nothing contained herein shall permit the keeping of dogs, cats or other animals for commercial purposes. Pet owners shall not allow pets to roam unattended. The pet owner shall muzzle any pet which consistently barks. If barking persists the pet owner shall have the pet removed from the Development. If the pet owner refuses, it shall be deemed an "offensive activity". Nothing contained herein shall be deemed to permit the keeping of an unreasonable number of pets, or the keeping of any animal deemed to be a danger to other residents. Developer or the Community Association shall, in their sole discretion, have the authority to determine what constitutes an "unreasonable" number or a "dangerous" pet. No dog pens, kennels or such shall be allowed without the written consent of Developer or Community Association.

3.20 Zoning. Whether expressly stated so or not in any deed conveying any one or more of the Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

3.21 Gardens. No vegetable gardens shall be allowed with view of any street or adjacent property.

3.22 Unsightly Conditions. All of the Lots must, from the date of purchase, be maintained by the Owner of Builder in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees and other debris

being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an Owner of a Lot, including an Owner who is a Builder, fails, of his own volition, to maintain his Lot in a neat and orderly condition, Developer, or its duly appointed agent, or the Community Association, or its duly appointed agent, may enter upon said Lot without liability and proceed to put said Lot into an orderly condition and shall bill the Owner two hundred percent (200%) of the cost of such work. All Owners in the Development shall keep cars, trucks and delivery trucks off the curbs of the streets.

3.23 Offensive Activity. No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon that may be or may become an annoyance, discomfort, embarrassment or nuisance to the Development.

3.24 No Detached Buildings. There shall be no detached garages, outbuildings or servants quarters without the prior written consent of the Developer or the Community Association.

3.25 Sewage Disposal. Before any Dwelling Unit on any Lot shall be occupied, a connection with the sewer system meeting applicable municipal codes shall be made. There shall not be erected, permitted, maintained or operated on any Lot any privy, cesspool, vault or septic system without the written approval of the Developer or the Community Association. The Hamilton County sewer tap fee must be paid by Developer if the certificates are still available by Developer.

3.26 Permitted Entrances. In order to implement and effect insect, reptile and woods fire control, and to maintain unsightly Lots, the Developer or the Community Association, or their respective agents, may enter upon any Lot on which a Dwelling Unit has not been constructed and upon which no landscaping plan has been implemented, such entry to be made by personnel with tractors or such other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Developer or the Community Association detracts from the overall beauty, setting and safety of the Property or Lots. Such entrance for the purpose of mowing, removing, clearing, cutting or pruning shall not be deemed a trespass. The Developer and its agents or the Community Association and its agents may likewise enter upon a Lot to remove any trash which has collected on said Lot without such entrance and removal being deemed a trespass. The provisions of this Section shall not be construed as an obligation on the part of the Developer and its agents or the Community Association and its agents to mow, clear, cut or prune any Lots or to provide garbage or trash removal services. Expenses incurred for any of the foregoing shall be chargeable to and recoverable from the Owner of the Lot upon which such work is done.

3.27 Tanks and Garbage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a Dwelling Unit, within a screened area or buried

underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be visible from adjoining Lots, houses or from any street. Propane hookups are prohibited unless approved by Developer. Gas must be utilized for heat and light unless otherwise approved by Developer.

3.28 Wells. No private wells may be drilled or maintained on any Lot without the prior written consent of the Developer.

3.29 No Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed upon the exterior portion of any Dwelling Unit or other structure on the Property or any Lot within the Development without the prior written consent of the Developer or the Community Association; nor shall any radio, television nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other Lot. Without limiting the applicability of the foregoing, Developer or Community Association may permit the installation of unobtrusive television reception devices if such devices are attached to the exterior of a Dwelling Unit and are attached in a location approved by the Developer or the Community Association which location shall not be in the public view and shall not be unsightly regardless of its location. Notwithstanding the foregoing, the provisions of this Section shall not prohibit the Developer from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar systems within the Development.

3.30 Excavation. No Owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which would materially affect the surface grade of a Lot unless the prior written consent of the Developer or the Community Association is obtained.

3.31 Sound Devices. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used or placed upon Lots within the Development. The playing of loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.

3.32 Laundry. No Owner, guest or tenant shall hang laundry from any area within or outside a Dwelling Unit if such laundry is within the public view, or hang laundry in public view to dry, such as on balcony or terrace railings.

3.33 Mailboxes. Each and every house shall have the same mailbox and post. These will be selected by the Developer and each builder shall be made aware of the approved mailbox, and where it can be obtained. Each mailbox will have a gas light on top of the mailbox column.