

Cantel West

V.

USE RESTRICTIONS

The Project shall be occupied and used only as follows:

Section 1. Each Lot shall be used for commercial and industrial purposes; provided, however, that no lot or any improvement thereon may be used for the operation of a massage parlor, adult book store or any other store involved in the sale, distribution, lease or exhibition of pornographic materials.

Section 2. No noxious or offensive activity shall be carried on in or on any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in Section 11.

Section 3. No sign of any kind shall be displayed to public view on a Lot or the Common Area without the prior written consent of the Association, except customary name and address signs which shall comply with such design and construction criteria as may be established from time to time by the Architectural Control Committee. Notwithstanding the foregoing, Declarant shall be entitled, for so long as it owns a Lot, to place such signs as it deems necessary to advertise for the sale and development its Lots.

Section 4. Nothing shall be done or kept on a Lot or on the Common Area that would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on the owner's Lot or the Common Area that would result in the cancellation of insurance on any structure or on any part of the Common Area, or which would be in violation of any law.

Section 5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area. However, dogs, cats, and other household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 6. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or on the Common Area except in sanitary containers located in appropriate areas concealed from public view. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground without written consent of the parties.

Section 7. No fence, hedge, wall, or other dividing instrumentality shall be constructed or maintained on any Lot, except that Declarant and the transferees of Declarant may construct fences in accordance with existing architectural plans.

Section 8. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be placed on any Lot.

Section 9. Nothing shall be altered in, construed on, or removed from the Common Area except on the written consent of the Association.

Section 10. No building, fence, wall, driveway, patio, patio enclosure, swimming pool, doghouse, tree house, television antenna, radio antenna, flagpole or other external improvement above or below the surface of the ground shall be erected, placed, altered, or permitted to remain on any Lot, nor shall any grading, excavation or tree removal be commenced, until the construction plan and specifications, a site grading plan and a plot plan, as may be required by the Architectural Control Committee, showing the location of the structure or improvement have been approved in writing by the Architectural Control Committee. The Architectural Control Committee shall consider such plans and specifications with regard to type, quality and use of exterior material, exterior design, location of improvements on the building plot, and proposed finished grades. The Architectural Control Committee shall consist initially of 3 persons. The Architectural Control Committee shall be appointed by majority vote of the Class B Members until such time as there are no Class B Members; thereafter, the Architectural Control Committee shall be appointed by majority vote of the board of directors of the Association. On the resignation or termination for any reason of one of the Architectural Control Committee members, the remaining members of the Architectural Control Committee shall promptly appoint a replacement, and until such appointment has been made, the remaining members shall exercise the Architectural Control Committee authority. If the licensed architect or registered engineer ceases for any reason to serve on the Architectural Control Committee, any replacement must be agreed on by a majority of the remaining members. The approval or disapproval of the Architectural Control Committee as required in these covenants shall be in writing. Written approval or disapproval must be signed by a majority of the Architectural Control Committee members and mailed or delivered to the applicant's last known address. In case

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of disapproval, the Architectural Control Committee shall include a statement of the reasons for disapproval and shall indicate in a general way the kind of plans and specifications which the Architectural Control Committee to give either written approval or written disapproval of a submitted plan within 30 days after submission of the plan, by mailing such written approval or disapproval to the last known address of the applicant for approval as shown on the submitted plan, shall operate to release such building plot from the Architectural Control Committee provisions of these restrictions in regard to the submitted plan.