11. USE RESTRICTIONS.

The use of the Land and the Lots in the Planned Unit Development shall be in accordance with the following provisions:

1. Each of the Lots shall be occupied only by a family, individual, or guests as a residence, and for no other purpose.
2. No Lot may be divided or subdivided into a smaller Lot, nor any portion thereof sold or otherwise transferred.
3. The Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Lots.
4. No use or practice shall be permitted in the Planned Unit Development which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the

Planned Unit Development by its residents. All parts of the Planned Unit Development shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No Lot Owner shall permit any use of his Lot, or of the Common Areas, which will increase the rate of insurance upon the Planned Unit

Development. No immoral, improper, offensive, or unlawful use shall be made of the Planned

Unit Development of any part thereof. All valid laws, zoning ordinances, and regulation of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Planned Unit Development shall be the responsibility of the person or entity responsible for the maintenance and repair of the property concerned.

1. Reasonable rules and regulations concerning then use of the Planned Unit Development Land and the Lots may be made and amended from time to time by the Board of Directors in the manner provided by its Charter and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Lot Owners and residents of the Planned Unit Development upon request.
2. No inoperable motor vehicles may be kept or lodged on any Lot.
3. Any detached garages or stand-along buildings must first be approved in writing by the Board of Directors.
4. Commercial vehicles shall be parked on a parking pad behind the house and inside a fenced yard.
5. No public school buses shall be parked in the development.
6. No trailers, boats, boat trailers, travel trailers, inoperative automobiles, motorhomes, campers or miscellaneous equipment shall be semi-permanently or permanently parked or stored in the public street right-of-way, driveway or on any lot. Storage of such items and vehicles must be screened from public view, either within the garage, an approved external building that meets the requirements of the Development, or on a parking pad behind the house screened by an approved fence. No tractor-trailers, public/private buses, or other large commercial vehicles shall be parked on the homeowner lot or in streets within the Properties for periods of time exceeding twelve (12) hours or for more than twenty-four (24) hours in any calendar week.
7. All homes shall be single family homes
8. Log homes are not allowed
9. No dogs shall run free without the owner present in the yard with the dog or on a leash. No Pit Bull dogs are allowed.
10. No farm animals shall be allowed including cows, goats, horses, pigs (pet or otherwise), chicken, geese, ducks or any farm animal.
11. No antennas over 20 feet high are allowed unless approved by the Homeowners’ Association.

Television antennas are allowed including video dishes not exceeding 30 inches in diameter.

1. Swimming pools shall be located only at the rear of the residence. All swimming pools must be in ground and have a perimeter enclosure.
2. Outside clothes lines shall not be permitted.
3. Holiday decorations are permitted and must be removed within 30 days of said holiday.
4. No sign, advertisement, billboard, or advertising structure of any kind shall be erected upon or displayed or otherwise exposed to view on any Lot or any improvement thereon without the prior written consent of the Association; provided that this requirement shall not preclude the installation by Developer of signs identifying the entire residential development, placement of signs supporting the campaigns of elected officials smaller than 2 feet square and must be removed within two weeks after official election is held or signs "For Sales" signs by Owners in the front of individual residences of such size, character, and number as shall from time to time be approved by the Association. The Association shall have the right to remove any such unapproved sign, advertisement, bill board or structure that is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.
5. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, patios, walkways, driveways, and other exterior improvements.

The Owner or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner and all trees and shrubbery pruned and cut. No Lot shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind is prohibited, nor may any fire hazard exist. In the event of default on the part of Owner or Occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive healthful and sanitary condition. In so doing, the Association shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting, pruning, or removal shall be charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as an assessment. Any Occupant of such Lot shall be jointly and severally liable with the Owner for the payment of such costs.

The Association shall contract with one (1) or more landscaping services to provide grass cutting, lawn maintenance, proper care for all trees, shrubbery and other landscaping, and other necessary maintenance services for the Common Areas, provision for which shall be made in the monthly or annual assessments.

1. All supplements to the central air conditioning system must be used, erected, placed, or maintained to the rear of the main residential structure. No window or wall type air conditioning units shall be permitted to be seen from the street view of any Lot.

12. ARCHITECTURAL AND CONSTRUCTION RESTRICTIONS.

1. No single level with a room over the garage shall be less than 2200 sq. ft. / without bonus room – 2000 sq. ft.
2. No two story homes shall be less than 2500 sq. ft.
3. All garages must be rear or side entry.
4. All detached garages or stand-alone buildings must match the roof and brick on the main dwelling.
5. All separate garages or stand-along buildings must first be approved in writing by the Board of Directors.
6. Each home shall be brick on all four sides.
7. All driveways shall be aggregate concrete.
8. All homes must meet minimum setbacks on the lots as recorded on the plat.
9. Buildings external to the residence, on the Lot shall meet the approval of the Declarant.
10. The Oaks of Lakeview, LLC shall make all decisions for the Oaks of Lakeview Homeowners

Association, Inc. until the is 100% of the Lots are complete or until such a time when the

Declarant shall choose otherwise.

1. Fences: Privacy wood fences. A minimum of 6 feet and a maximum of 8 feet in height. No chain link or vinyl fencing allowed. All fencing must be placed even with the back wall of the home built on each lot. All fencing must first be approved in writing by the Board of Directors.
2. All homes shall be site-built.