

Prepared By: Royal Oaks Partnership
P.O. Box 4729
Maryville, TN. 37802

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR TOWNHOUSE
PROPERTIES OF ROYAL OAKS SUBDIVISION, PHASE 1, SECTION 4

THIS DECLARATION, made on the date hereinafter set forth by ROYAL OAKS PARTNERSHIP I, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant here for to acquired certain lands located in the Nineteenth (19) Civil District of Blount County, Tennessee, which is more particularly described by map entitled Royal Oaks Subdivision. Phase One, Sections 4 of record in Map File 1076A in the Register's Office for Blount County, Tennessee, to which map specific reference is hereby made for a more particular description thereof and being a part of the same property conveyed to Declarant by warranty deed of record in Warrant Deed Volume 529 Page 362 in the Register's Office for Blount County, Tennessee.

WHEREAS, Declarant acquired said property from Royal Oaks Development Company who developed Royal Oaks Subdivision and who filed in connection therewith a Declaration of Covenants and Restrictions hereinafter caned the original declaration which said original declaration was placed of record on December 18, 1990, in Misc. Record Book 99, Page 298 in the Register's office for Blount County, Tennessee and;

WHEREAS, said original declaration provided for additional properties of Developer to be brought within the plan of the original declaration in future stages of development of the filing of record of a supplemental declaration which said supplemental declaration may contain such complimentary additions and modifications of covenants, conditions, and restrictions as might be necessary to reflect the different character of any of the added properties and;

WHEREAS, The parties hereto agree that it is desirable to include townhouse or garden type living units within the project and to provide for certain limited common properties in connection therewith and intended to be devoted to the common use and enjoyment of the owners of such townhouse or garden type living units, which shall be responsible for the cost of maintenance, capital improvements, operation, taxes and other expenses incident thereto and to this end desires to subject the initial phase of such land together with such additional phases as may hereinafter be added thereto and in accordance herewith to the additional covenants, restrictions, easements, charges and liens, hereinafter set forth in this supplemental declaration, hereinafter called the townhouse declaration each and all of which are for the benefit of said property and each owner thereof and;

WHEREAS. Developer has deemed it necessary and desirable for the efficient operation, maintenance, and preservation of the values and amenities within said townhouse or garden type living areas that an agency has been created to which should be delegated and assigned certain construction, maintenance, and administration rights, duties, and obligations, as well as administrating rights, duties, and obligations, as well as administrating and enforcing the additional covenants and restrictions placed thereon herein and collecting and delivering the additional assessments and charges hereinafter created therefore and;

WHEREAS, the Developer and the Royal Oaks Property Owners Association Inc. have theretofore encouraged and participated in the formation of the Royal Oaks Golf Villa Homeowners Association, Inc., a non-profit corporation organized and existing by virtue of the laws of the state of Tennessee, hereinafter called Townhouse Association with its principal office to be located within Royal Oaks Subdivision for the purpose of exercising the functions therefore said, which said Townhouse Association joins in the execution of this instrument for the purpose of indicating its agreement to perform the obligations placed upon it by this townhouse declaration as well as any supplemental declaration hereinafter placed of record and made subject hereto and whether or not executed by it and.;

WHEREAS, owners of Townhouse Lots, as hereinafter described, shall be members of both the Royal Oaks Property Owners Association, Inc., and the Royal Oaks Golf Villa Homeowners Association, Inc., and;

WHEREAS, the Declarant joined herein by the Royal Oaks Property Owners Association, Inc., Royal Oaks Partnership I, the Royal Oaks Golf Villa Homeowners Association, Inc., and Royal Oaks Development Company, for the purpose of indicating their consent hereto declares that the real property described hereinabove and any additions thereto as may hereinafter be made pursuant to Section II, Article II hereof is and shall be held, transferred, so conveyed and occupied subject to the covenants, easements, charges and liens set forth in the above described original declaration and to the additional covenants, easements, charges, and liens hereinafter set forth in this Townhouse Declaration.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having all right, title and interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Royal Oaks Homeowners Association, Inc.

Section 2. "Townhouse Association" shall mean and refer to Royal Oaks Golf Villas Homeowners Association, Inc., its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Townhouse Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the

time of the conveyance of the first lot is shown by map of record in Map File 1041B and Map File 1042A and Map File 1042B, all in the Register's Office for Blount County, Tennessee.

Section 6. "Townhouse Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to Royal Oaks Partnership I, its successors and assigns, if such heirs or assigns should acquire more than one undeveloped Townhouse Lot from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Townhouse Lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of the recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. In addition to being a member of the Association, every owner of a townhouse lot which is subject to assessment shall be a member of the Townhouse Association. Membership shall be appurtenant to and may not be separated from ownership of any Townhouse Lot which is subject to assessment.

Section 2. The Townhouse Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Townhouse Lot owned. When more than one person holds an interest in any Townhouse Lot, all such persons shall be members. The vote for such Townhouse Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Townhouse Lot.

Class B. Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Townhouse Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier?

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on November 1, 1997.

ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Townhouse Lot owned within the Properties, hereby covenants and for each Owner of any Townhouse Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Townhouse Association: 1) Annual townhouse assessments or charges; (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Townhouse Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area. and of the homes situated upon the properties.

Section 3. Maximum Annual Townhouse Assessment. Until January 1 of the year immediately following the conveyance of the first Townhouse Lot to an Owner, the maximum annual townhouse assessment shall be Nine Hundred Dollars (\$900.00) per Townhouse Lot, which includes annual assessments paid to the Association and;

(a) From and after January 1 of the year immediately following the conveyance of the first Townhouse Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum townhouse assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Townhouse Lot to an Owner, the maximum annual townhouse assessment may be increased above 10% by a vote of one-half (1/2) of each class of members, who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual townhouse assessment at an amount not in excess of the maximum.

Section 4. Special Townhouse Assessments for Capital Improvements. In addition to the annual townhouse assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of one-half (1/2) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Special assessments must be fixed at a uniform rate for all Townhouse Lots.

Section 7. Date of Commencement of Annual Assessments: Due dates. The annual assessments provided for herein shall commence as to all Townhouse Lots on the first day of the month following the conveyance of the first Townhouse Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Townhouse Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Townhouse Lot have been paid. A properly executed certificate of the Association as to the status of the assessments on a Townhouse Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Townhouse Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Townhouse Lot shall not affect the assessment lien. However, the sale or transfer of any Townhouse Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Townhouse Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structures shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the (nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI PARTYWALLS

Section 1. Each Townhouse Lot owner shall own to the center of the common walls of the residence of each Townhouse Lot. Each wall which is built as part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice; however, to the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability from negligent or willful acts or omissions.

Section 4. Notwithstanding any other provision of this article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 5. The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors in title.

Section 6. In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators.

ARTICLE VII ZONING REQUIREMENTS

This subdivision is zoned for a residential under the zoning ordinances of the City of Maryville. A site plan for the development of the subdivision showing the purposed location and dimensions of the buildings or structure to be placed thereon, internal drives or streets, parking areas and proposed floor plans for all units to be constructed in said subdivision is on file with the Planning Office of Maryville. All

of the requirements of the City of Maryville must be strictly adhered to unless changes have been first approved by the Board of Commissioners of the City of Maryville.

ARTICLE VIII EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each townhouse Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care of roofs, walks and other exterior improvements. Owners shall be responsible for their mulch beds, trees, shrubs, flower beds, all doors and windows, outside lights and light fixtures, mail box, gutters maintenance, venting of a dryer, utility lines to street, garage door repair and snow removal. [Amended by membership and recorded with Register of Deeds July 24, 2003.]

----- In the event that the need for maintenance or repair of a Townhouse Lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests, or invitees of the owner of the Townhouse Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Townhouse Lot is subject.

ARTICLE IX GENERAL PROVISIONS

Section 1. Easements. Each Townhouse Lot is subject to the additional easements for the installation and maintenance of utilities and drainage facilities and for ingress and egress as shown on said recorded plat.

Section 2. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence, either temporarily or permanently. All trailers and boats shall be kept, maintained, or stored in the garage.

Section 3. Nuisance. No noxious or offensive activity shall be carried on upon any Townhouse Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 4. Animals. No animals, other than common household pets shall be kept or maintained in any Townhouse Lot or thereabout, and no more than two (2) common household pets shall be kept or maintained in any structure. Common household pets shall not be kept, bred, or maintained for commercial purposes. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Townhouse Lot. Pets shall be under leash or under control when walked or exercised on any portion of the Townhouse Lot. No pet shall be allowed to become a nuisance. The Board of Directors shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section 4, a particular pet is permitted or such pet is a nuisance, and shall have the right to require the Owner of a particular pet to remove such pet from the Townhouse Lot, if such pet is found to be a nuisance or to be in violation of these restrictions.

Section 5. Storage. All firewood and any other items to be stored must be stored in the rear of the building, and subject to guidelines established from time to time by the Royal Oaks Golf Villas Association and/or Declarant.

Section 6. Vehicles. Except as the Board of Directors of the Association or Declarant may otherwise provide, no trucks, commercial vehicles, recreation vehicles, motor homes, motorcycles, campers, boats or boat trailers may be parked in any driveway or upon any Common Property. Non-commercial pickup trucks and vans with not more than four wheels may be parked in parking areas if they are for the personal use of any Owner and the bed of the pickup truck is free of debris and/or other materials including, but not limited to tools, machinery, etc. No car covers shall be allowed and no unlicensed vehicles or vehicles with expired inspection stickers or vehicles that are not operable shall be allowed. No repair work to any type of motor vehicle shall be conducted on Common Property or any Townhouse Lot other than very minor repairs. Notwithstanding the foregoing, a moped or a motorized bicycle may be kept in a structure provided that same is not visible to the public.

Section 7. Exterior Surfaces. No awnings, shades, or other item shall be attached to, hung or used on the exterior of any window or door of a structure or on the exterior of any building. No screen or storm door shall be permitted on any windows or doors other than those approved by the Architectural Review Committee. Outside clothes lines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of any Townhouse Lot. In the event any storm door is approved by the Architectural Committee as an extra for any unit, such storm door shall be maintained in a proper state of repair by and at the sole expense of such unit owner. If such storm door is not properly maintained, the Association may maintain such door and charge the repair thereof to the Owner.

Section 8. Enforcement. The Association, Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect

Section 10. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 11. Garbage Disposal. Garbage pickup service shall be per the rules and regulations of the Royal Oaks Golf Villa Homeowner Association, Inc.

Section 12. Display of Model Units. During the period which the original sale of newly constructed units continues, Declarant or his successors or assigns may occupy or grant permission to any person or entity to occupy, with or without rental, as it determines, one or more units for business or other purposes.

Section 13. Rules and Regulations of Royal Oaks Golf Villa Homeowners Association. Rules and Regulations concerning use of the property may be established from time to time by the Association or Declarant: provided however that copies of the rules and regulations so adopted shall be furnished to the Owner prior to such time that the same become effective until amended by the Association or Declarant are attached hereto and made a part hereof as Exhibit A. Such regulations shall not impair or limit the rights of mortgagees as elsewhere recited.

ARTICLE X
STAGED DEVELOPMENTS

Section 1. Additional Lands of the Developer situated in Blount County, Tennessee, as well as any other lands hereinafter acquired by the Developer may be subject to this Declaration.

Section 2. The Developer, its successors and assigns, shall have the right, but not the obligation, to bring additional properties within the plan of this Declaration in future stages of development regardless of whether said properties are presently owned by the Developer. Such proposed additions, if made, shall become subject to Assessments as hereinafter provided. Under no circumstances shall this Declaration or any Supplemental Declaration bind the Developer, its successors and assigns, to make the proposed additions or in anywise preclude the Developer, its successors and assigns, from conveying the lands owned by Developer, but not having been made subject to this Declaration, free and clear of this Declaration or any Supplemental Declaration.

Section 3. The additions authorized hereunder shall be made by filing of record a Supplemental Declaration with respect to the additional property which shall extend the plan of the Declaration to such property, and the owners, including the Developer, in such additions shall immediately be entitled to all privileges herein provided.

Section 4. Such Supplemental Declarations, if any, may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained in the Declaration as may be necessary to reflect the different character, if any, including, but not limited to single family attached and multi-family structure of the added properties as are not inconsistent with the plan of this Declaration. In no event, however, shall such Supplemental Declarations revoke, modify or add to the covenants, conditions, and restrictions established by this Declaration or any Supplemental Declaration with respect to the then Existing Property,

ARTICLE XI

Section 1. Easement. Royal Oaks Golf Villa Homeowners Association, Inc., are granted, an easement for ingress and egress access now existing and any future private roadways in Royal Oaks Subdivision. Also, Royal Oaks Golf Villa Homeowners Association, Inc., shall have access to private sewer main for water disposal. Gatehouse security will be provided also to Royal Oaks Property Owners Association, Inc. as directed by the Royal Oaks Property Owners Association, Inc. or Royal Oaks Development Co., Inc. The fee charged for services provided to the Royal Oak Golf Villas Homeowners Association, Inc. shall be as follows: Same as Association Agreement with Lot Owners.

IN WITNESS WHEREOF the said party hereunder sets his hand and seal this the 2nd day of January. 1992

ROYAL OAKS PARTNERSHIP I

BY: ROYAL OAKS DEVELOPMENT COMPANY,
GENERAL PARTNER

BY: _____
MICHAEL .L. ROSS, PRESIDENT

ROYAL OAKS PROPERTY OWNERS ASSOCIATION INC.:

BY: _____
MICHAEL ROSS, PRESIDENT

ROYAL OAKS GOLF VILLA HOMEOWNERS ASSOCIATION INC.:

BY: _____
MICHAEL ROSS, PRESIDENT

The original documents are signed and on file at the Register of Deeds Office at the Blount County Courthouse in Maryville, Tennessee.

EXHIBIT "A"

RULES AND REGULATIONS ROYAL OAKS GOLF VILLAS ASSOCIATION, INC.

The following rules and regulations shall be binding on all property owners.

1. Unsightly Objects. The balconies and porches are intended for patio furniture only and no articles are to be stored or hung on the same.
2. Garages. Garage doors are to be kept closed and thus locked at all times except when an owner is present in garage or when entering car-leaving garage. Maintenance of the individual garage door openers and transmitters is the Owner's responsibility through the Association's authorized maintenance company.
3. Garage Maintenance. The maintenance of the exterior of the garages is the responsibility of the Association. Individual unit Owners is responsible for cleaning and maintaining their own storage areas and garage areas.
4. External Maintenance. All external maintenance of buildings, common areas, parking lots, streets, sidewalks, lawns and landscaping is the responsibility of the Association. Snow removal is the Association's responsibility.
5. Garbage Handling. Each unit is provided with a garbage disposal in the kitchen sink. It is the Owner's responsibility to use this equipment as directed and to deposit all garbage not disposed of by the garbage disposal unit in receptacles provided by the unit Owner and to be kept in the garage area, except on the date that garbage is picked up.
6. External parking. The space provided for external parking of automobiles is for this purpose only and not to be used for storage of boats, trailers, motor homes, etc. The term "auto" as used herein includes all four-wheeled motor vehicles.
7. Window and Glass Door Coverings. Draperies are the responsibility of the Owner; however, all externally exposed areas of the draperies must have white or off-white linings.
9. Equipment Maintenance. Maintenance of equipment within the unit is the Owner's responsibility. However, such maintenance must be performed by service companies approved by the Association. This includes the heating and ventilation equipment and the T. V. Antennas/Cable.
10. Minimum Heat. The minimum heat required by Owners who are absent during the winter is 50 degrees Fahrenheit.
11. Occupancy. It is intended that one (1) family occupy one (1) unit with no more than two (2) persons per bedroom.
12. Signs. Signs or advertising for any reason are prohibited.

13. Car Washing. No car washing is permitted in the garages.

14. Lawns. No property of any description is to be placed on or permitted to remain on the lawns. Lawn maintenance is the responsibility of the Association.

15. Streets. Drives and Sidewalks. The speed limit for all motored vehicles on the property is 25 miles per hour. Use of motored vehicles within the complex is limited to the streets, drives and garages. Driving on the lawns, sidewalks, parkways, and easements is prohibited. The only exception to this rule is motorized maintenance equipment which has been designed for use in these areas. Excessive noise, such as from "gunning" engines, unmuffled vehicles, etc., is prohibited. Cars may not be stored on streets or unit owners' driveways. No soliciting is permitted on streets without the consent of the Association or Declarant.

16. Gardens and Landscaping. All changes, improvements, and additions to existing landscaping around the units must be approved by the Board of Directors, or their agents assigned the responsibility of approving landscaping, improvements and additions. The Board of Directors reserves the right to remove unapproved additions to the landscaping at the expense of the owner responsible for the additions. Vegetable gardens or flower gardens are prohibited from around the units, garages and lawns.

17. Exterior Lights. Exterior lighting on each unit shall be the responsibility of said unit owners and operated at the direction of the Association or Declarant.