

ARTICLE II

LAND USE CLASSIFICATIONS. PERMITTED

USES AND RESTRICTIONS

Section 1. General Declaration. The Portal III Properties shall be developed by subdivision into various Portal III Lots and tracts. The Declarant intends to sell and convey to Portal III Public Purchasers Portal III sites in the property so developed subject to this Portal III Declaration and any subsequent declarations. Declarant hereby declares that all of the real property within the Portal III Properties is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Portal III Declaration, as amended or modified from time to time. This Portal III Declaration is declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of said real property and every part thereof. All of this Portal III Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Declarant, the Association, all Portal III Owners, and their successors in interest.

Docket 55O Page 467

Section 2. Permitted Uses and Restrictions - Single Family. The permitted uses, easements, and restrictions for all property within the Properties covered by this Declaration, shall be as follows:

(a) Single Family Residential Use. All Portal III Properties shall be used, improved and devoted exclusively to Single Family Residential Use. No business activity of any kind whatsoever shall be conducted on any such property, with the sole exception of a Portal III sales office; which Lot shall be designated prior to sales and said office shall remain a sales office only for the period of time required to sell Portal III Lots. Nothing herein shall be deemed to prevent the leasing of any such property to a single family from time to time by the Owner thereof, subject to all of the provisions of the Declaration. All buildings and structures erected on such property shall be of new construction and no building or structure shall be moved from any other location onto said property. No structure whatever, other than one private, Single Family Residence, which may include a private garage for not more than two (2) cars, shall be erected, placed or permitted to remain on any Lot. No building or structure of residential purpose shall be erected or maintained separate from the residence hereinabove referred to. No dwelling or residence shall be

erected, permitted or maintained having a ground floor area of less than seven hundred fifty (750 square feet, exclusive of an open porch, carport or garage. No premises shall be used for hospitals or sanitariums, nor shall any dwelling be occupied for the care or lodging or entertainment, whether for hire or charitable purposes, or persons suffering from injury, ill health or disease. No parts of any dwelling shall be used for the lodging of paying guests. No gas or propane tanks or containers containing gas or propane, or any flammable substance, shall be placed upon or utilized in connection with any Lot, dwelling or other property within the Properties.

(b) Animals. No animals, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any property within the Properties and then only if they are kept, bred or raised thereon solely as domestic pet and not for commercial purposes.

(c) Antennas. No antennas or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Lot within the Properties unless approved by the Architectural Committee.

(d) Improvements and Alterations. No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of any Lot or other property within the Properties or the improvements located thereon from its natural or improved state existing on the date such Lot or property was first conveyed in fee by Declarant to a Public Purchaser shall be made or done without the prior approval of the Declarant or the Architectural Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, screen residence or other structure shall be commenced, erected, maintained, improved, altered, made or done in respect of any Lot or other property within the Properties without the prior written approval of the Declarant or Architectural Committee or any committee established by the Declarant or Architectural Committee. Pursuant to its rule-making power, Declarant or the Architectural Committee shall establish a procedure for the preparations, submission and determination of applications for any such alteration or improvement. The Declarant or Architectural Committee shall have the right to refuse or approve any plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, and without any limitation of the foregoing it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the

surroundings and the effect of the building or other structure as planned, on the outlook from the adjacent or neighboring property, All subsequent addition to, changes or alteration in any building, fence wall or other structure, including exterior color scheme, shall be subject to the prior approval of the

Docket 550 Page 468

Architectural Committee. No changes or deviation in or from such plans and specifications once approved shall be [made] without the prior written approval of the Declarant or Architectural Committee. All decisions of the Declarant or Architectural Committee shall be final and no Lot owner or other parties shall have recourse against the Declarant or Architectural Committee for its refusal to approve any such plans and specification or plot plan, including lawn area and landscaping. No building material of any kind or character shall be placed upon any Lot except in connection with construction approved as herein provided. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted in order that such construction shall be completed within six (6) months of the date construction is started.

(e) Driveways. All driveways which are established upon a lot by an Owner shall be surfaced or paved. On site material shall not be permitted and the location of said access and driveway shall be approved by Declarant or Architectural Committee prior to any use or improvement.

(f) Temporary Occupancy. No temporary buildings or structures shall be maintained on any Lot during the construction of a dwelling on any such property.

(g) Trailers and Motor Vehicles. Except with approval of the Declarant or Architectural Committee, no mobile home, bus motor home, truck larger than 3/4 ton, trailer of any kind, mini-bike, truck camper, or permanent tent or similar structure shall be kept, placed (except during the course of making deliveries on for purposes of loading or unloading) maintained, constructed, reconstructed or repaired, upon any property or street (public or private) within the Properties in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs and/or used exclusively in connection with; the construction of any improvement approved by Declarant or the Architectural Committee.

(h) Maintenance of Lawns and Plantings.

(i) By Owner. Each Owner of a Lot within the Properties shall keep his Lot free of trash and other unsightly material. No Owner shall cut down any tree larger than two (2) inches in diameter without the consent of the Declarant, the Association or Architectural Committee.

(ii) By Declarant or The Association. Declarant or the Association shall have the right, at any time to plant, replace, maintain and cultivate shrubs, trees, grass and plantings on any property within the Properties other than on a Lot, and on such easements over an Owner's Lot as may have been granted to Declarant or the Association regardless of whether any Owner or the Association is responsible hereunder for maintenance of such areas. No Owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any such property by Declarant or the Association without the written consent of the Association or Architectural Committee having first been obtained.

(i) Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property within the Properties, and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereon or to its occupants. No nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance.

(j) Repair of Buildings. No building or structure upon any property within the Properties shall be permitted to fall

Docket 55O Page 469

into disrepair, and each such building and structures shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

(k) Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within the Properties except in covered containers of a type, size and style which are approved by the Architectural Committee. In no event shall such containers be maintained so as to be visible from neighboring properties except to make the same available for collection and then, only for the shortest time reasonable necessary to effect such collection. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to

accumulate thereon. No incinerators for burning trash or garbage shall be kept or maintained on any Lot, nor shall garbage or trash be permitted to be buried on any lots at any time.

(i) Fires. No fire of any kind is permitted at any time for any reason with the sole exception of cooking food and then such fire must be confined to a barbecue type container, either free standing or built in, and in no manner will such barbecue fire be directly on the ground.

(1) Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any property within the Properties unless they are: 1. erected, placed and maintained exclusively within a fixed service yard or otherwise concealed; 2. not visible from neighboring property; and 3. approved by Declarant or the Architectural Committee.

(m) Right of Way. During reasonable hours, Declarant, any member of the Architectural Committee, any member of the Board, or any authorized representative of any of them, shall have the right to enter upon and inspect any property within the Properties, and the improvements thereon, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such persons shall not be deemed guilty of trespassing by reason of such entry.

(n) Mineral Exploration. No property within the Properties shall be used in any manner to explore for or to remove any water, except as reserved in Article III, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substance of any kind.

(o) Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any property within the Properties except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structures, or other improvements, and except that which Declarant or the Association may require for the operation and maintenance of the Properties.

(p) Disease and Insects. No Owner shall permit any thing or condition to exist upon any property within the Properties which shall induce, breed or harbor infectious plant diseases or noxious insects.

(q) Restriction on Further Subdivision. No Lot within the Properties shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Board. This provision shall not, in any way limit Declarant from subdividing or separating into smaller Lots or parcels any property within the Properties owned by Declarant. Nor portion of a Lot, but for the entire Lot, together with the improvements thereon, may be rented and then only to a single family.

(r) Signs. No signs or billboards whatsoever (including but not limited to commercial, 'For Sale,' political and similar signs) which are visible from neighboring property shall be erected or maintained on any Lot or parcel of property within the Properties, except:

Docket 550 Page 470

(i) Such signs as may be required by legal proceedings;

(ii) No more than two (2) residential identification signs each of a combined total face area of seventy-two (72) square inches or less;

(iii) During the time of construction of any building or other improvement, one job identification sign not larger than eighteen (18) by twenty-four (24) inches in height and width and having a face area not larger than three (3) square feet;

(iv) Such signs the nature, number, and location of which have been approved in advance by the Declarant or Architectural Committee; and

(v) Such signs, the number, type and size of which as may be approved from time to time by Declarant for developers.

(s) Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or developers, or their duly authorized agents, of structures, improvements or signs necessary or convenient to the development, sale, operation or other disposition of property within the Properties, and then only for the period of time it may require to sell all original Lots of Portal III.

(t) Utility Easements. There is hereby created a blanket easement upon, across, over and under Portal III for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable

or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of residences constructed thereon. This easement shall in no way affect any other recorded easements on Portal III.

(u) Cleaning and Damage Deposit. A cleaning and damage deposit of \$500.00 shall be required from each Portal III Lot Owner at the time of plan approval to insure that construction is completed in a workmanlike manner. The deposit shall be deposited into a Trust Account for the benefit of the Declarant or the Association and is subject to being returned in full or in part by application to Declarant, Architectural Committee or Agents approval of the completion of improvements done on the Lot.