

ARTICLE 8
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Lots shall be occupied and used only as follows:

- 8.01 Residential Use. No part of the Property shall be used for purposes other than housing and related common purposes for which the Property was designed. Each dwelling shall be used as a residence for a single family and for no other purposes, subject to such reasonable rules and regulation as may be adopted by the Board.
- 8.02 No Temporary Buildings, Out Buildings, Campers, Trailers, Etc. No temporary house, campers, habitable motor vehicles, pet enclosures, batting cages, sheds, trailer, tent, stand, recreational appurtenances, shack, basement or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any Lot at any time as a residence. No vehicles shall be repaired except inside a garage.
- 8.03 Existing Structures: No existing structure shall be moved onto any lot in Hanover Estates Subdivision from an off-site location unless they are compatible with the architectural review guidelines and approved by the Architectural Review Committee.
- 8.04 No Trucks, Campers, Etc. To Be Kept On Any Lot Or On Any Street No trucks, truck-mounted campers, motor homes, trailers, utility trailers, recreation vehicles (including but not limited to snowmobiles), house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any dedicated or undedicated street or right-of-way in the Subdivision, and the dedication of any such right-of-way or street in the plat attached hereto shall be subject to this provision. No trucks-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any of the Lots in the Subdivision unless housed or garaged completely in a structure which complies with this Declaration.
- 8.05 Junk, Machinery And Materials. No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any Lot so they are visible from the streets or any neighboring Lot, except as necessary during the period of construction of a building thereon. No Lot in the Subdivision shall be used for storage of unsightly material.
- 8.06 Offensive Activities, Nuisance. No noxious or offensive trade or activity shall be carried on upon any lot in the Subdivision nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- 8.07 Fences, Dog Runs, Accessory Buildings. No fence shall be constructed on any Lot in the subdivision except as herein provided:

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- (a) Fences will not be allowed except where such fence is required by Village Ordinance (i.e. swimming pools, etc.). In such case the ARB shall only the enclosure of an area of sufficient size to incorporate the intended use.
- (b) No fence shall be constructed without the prior written approval of the ARB.
- (c) All fences shall be of uniform style, height, color and construction material established by the ARB. The ARB shall establish a design standard of wrought iron or aluminum equivalent.
- (d) No fence shall be located closer to the street than the rear of the dwelling and, in the case of corner Lots, no fence shall be located closer to the street than the rear of the dwelling unit and the side of the dwelling unit closest to the street.
- (e) No fence shall extend beyond the side and rear setback lines as established the Plat of Hanover Estates.
- (f) All fences shall be maintained by the Lot Owner in a condition that is comparable to the condition when new and shall not be permitted to deteriorate or become unsightly due to weathering or neglect.

- 8.08 Plant Diseases Or Noxious Insects. No plant or seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.
- 8.09 Weed Cutting And Lot Clean Up. The Owner of each Lot shall insure that the Lot shall at all times be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles or cans shall be permitted to collect or remain exposed on any Lot except as is necessary during the period of construction. The Owner of each Lot shall be responsible for the cutting or removal of weeds each year on such Lot so as to conform with the requirements, ordinances and regulations of the Village of Manhattan.
- 8.10 Swimming Pools, Therapy Pools And Spas Below or in-ground exterior swimming pools shall be permitted subject to compliance with all state and local ordinances. Exterior pool lighting shall be designed to produce a subdued, tranquil effect. A Permit, issued by the Village of Manhattan shall be obtained by the Owner, prior to commencement of construction. No above ground or partially above ground pools will be permitted.
- 8.11 Basketball Hoops. Basketball hoops will be permitted providing they are freestanding. No basketball hoops will be permitted to be attached to any home in the Subdivision.
- 8.12 Exterior Antennas And Satellite Dishes. Exterior antennas and/or satellite dishes will be permitted provided that they are attached to the rear of the house, are not visible from the street, and further provided that they do not exceed 18 inches in diameter.
- 8.13 Animals. No animals of any kind shall be raised, bred or kept for any commercial purposes on any Lot, except that customary household pets may be kept subject to

the rules and regulations of the association, provided they are not kept, bred or maintained for any commercial purposes. Any pet causing or creating a disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.

- 8.14 Noxious Activities. No noxious or offensive activity shall be conducted on any Lot or in the Maintenance Area nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to other Owners or occupants.
- 8.15 Conduct of Business. No industry, business, trade, occupation or profession of any kind, commercial, religious, education or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any Lot; provided, however, that nothing herein shall preclude an Owner from (i) maintaining a personal professional library on his Lot (ii) keeping his personal business records or accounts on his Lot (iii) handling his personal business or professional calls or correspondence therefrom or iv) using his residence or a portion thereof for business meetings, entertainment, or the enjoyment or business of the Owners' employees, trustees, agents, clients, or customers, if such use does not create regular customers, client or employee traffic. **ANYTHING TO THE CONTRARY NOTWITHSTANDING, NOTHING HEREIN CONTAINED SHALL BE CONSTRUED SO AS TO PREVENT AN OWNER IN THE BUSINESS OF THE DEVELOPMENT AND SALE OF HOMES FROM ERECTING A SINGLE FAMILY RESIDENTIAL BUILDING ON ANY LOT OR LOTS IN THE SUBDIVISION AND USING AND MAINTAINING, SUCH BUILDING AS A SALES OFFICE, MODEL HOME, BUSINESS OFFICE, STORAGE AREA, CONSTRUCTION OFFICE, FOR THE PURPOSE OF THE DEVELOPMENT AND SALE OF HOMES IN SAID SUBDIVISION.** The number and type of single-family residential buildings to be erected on any lot for the foregoing purposes shall be subject to approval of the Architectural Review Committee.
- 8.16 Signs. No signs (including without limitation "For Sale" or "For Rent" signs), advertising or other displays shall be maintained or permitted on any part of the Property, except at such location and in such form as the Board may, in its sole discretion, approve. Notwithstanding the foregoing, the right is reserved by Developer or its agents to place and maintain on the Maintenance Area or any Lot it owns, as long as Developer is engaged in sales or leasing activities in connection with the Property, sales models, a sales or leasing office, advertising signs or banners and lighting in connection therewith, at such locations and in such forms as the Developer shall determine. Declarant hereby grants to Developer, its agents and prospective purchasers and lessees, the right of ingress and egress in and through the Maintenance Area and Access Area, for or incident to such sales or leasing purposes and, during construction by the Developer, the right of ingress and egress in and through the Maintenance Area in connection with such construction. The provisions of this paragraph shall inure to the benefit of any assignee of Developer.