

RECORDED
DU PAGE COUNTY
1975 JUN 28 PM 4:00
R75-4507
George R. Payne

DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS
FOR
SUMMERLAKES

WHEREAS, CONTINENTAL HOMES OF CHICAGO, INC., an Illinois Corporation (hereinafter referred to as "Declarant"), owns certain real property described in Exhibit A, attached hereto and incorporated herein,

WHEREAS, said Declarant has or will improve said property by constructing dwelling units in appurtenant structures in accordance with plans and specifications prepared by Declarant,

WHEREAS, said Declarant seeks to establish by this Declaration, a plan for the individual ownership of the real property estates consisting of the Lots and Units as defined hereinbelow,

NOW, THEREFORE, said Declarant establishes this Declaration of Covenants, Conditions and Restrictions for SUMMERLAKES, hereby specifying that said Declarations shall constitute covenants to run with the land described in said Exhibit A, and shall be binding on said Declarant, its successors and assigns, and all subsequent owners of all or any part of said real property improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns:

ARTICLE I

Definitions

1.01 "Declarant": Continental Homes of Chicago, Inc., an

Mail To:

THIS DOCUMENT PREPARED
BY Douglas Shaw
FOR DALE M. SHAW & SONS
180 NORTH WABASH STREET
CHICAGO, ILLINOIS 60601

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Illinois corporation, having offices at 2 Salt Creek Lane, Hinsdale, Illinois 60521, its successors, designees, and assigns, who are so specifically designated with respect to this Declaration.

1.02 "Association": Summerlakes Improvement Association an Illinois not-for-profit corporation.

1.03 "Declaration": This Declaration and any amendments made thereto.

1.04 "Developer": Continental Homes of Chicago, Inc.; its successors, assigns and agents, who are so specifically designated with respect to this Declaration.

1.05 "Property": The real estate described herein, meaning the lot or lots, tract or tracts of land described in this Declaration and as may be further described in amended or supplemental Declarations adding additional parcels or tracts to the project as hereinafter set forth, together with all improvements and structures erected, constructed or contained therein or thereon, including all buildings and all easements, rights and appurtenances belonging thereto and all fixtures, equipment and furnishings intended for the mutual use, benefit or enjoyment of the Owners.

1.06 "Lot": All or a portion of a lot designated as such on any recorded plat of subdivision which may be subjected to the terms of this Declaration and upon which a Unit is constructed or to be constructed.

1.07 "Unit": A part of the Property, constructed on a Lot including one or more rooms and occupying one or more floors or a part or parts thereof, designated or intended for independent use as a one-family dwelling as permitted by this Declaration being commonly referred to as Townhouse, or Patio Home.

- 1.08 "Building": A building or buildings located on the Parcel and forming a part of the Property and containing one or more Units.
- 1.09 "Owner": A person or persons, entity or entities, whose estates or interests, individually or collectively, aggregate fee simple, absolute ownership of a Lot, excluding such person or entity whose rights in and to a Lot are held for security purposes only, but including the beneficiary of any land trust holding title to such Lot.
- 1.10 "Occupant": Any person or persons who shall occupy as Unit Owner or as Lessee, any Unit in the Property.
- 1.11 "Person": An individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- 1.12 "Record": To record in the Office of the Recorder of Deeds, DuPage County, Illinois.
- 1.13 "Common Area": All the real property and improvements thereon, owned by the Association for the common use, enjoyment and convenience of the Members of the Association. The Common Area to be owned by the Association shall be designated and conveyed by the Developer, free and clear of liens, to the Association. The Common Area shall include such recreational facilities, retention lakes, walkways, parking areas and streets as the Developer may construct thereon.
- 1.14 "Board": The Board of Directors of the Association selected pursuant to the terms of this Declaration, the Articles of Incorporation of the Association, and By-Laws thereof.

ARTICLE II

- 2:01 Burden Upon the Property: Developer hereby declares that this Declaration and the covenants and restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and shall

be binding upon each and every Owner and his or her respective heirs, representatives, successors, purchasers, lessees, grantees and Mortgagees. By the recording or acceptance of the conveyance of a Unit or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration, and the By-Laws of Summerlakes Improvement Association as duly adopted.

2.02 Non Severability of Rights: The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Lot and Unit as more specifically set forth below, and may not be severed or alienated from such ownership.

ARTICLE III

Annexation of Additional Property

3.01 Future Development and Annexation of Additional Property:

Developer currently owns or has an interest in certain additional real property which is legally described on Exhibit B attached hereto and made a part hereof, and Developer intends to improve such additional property in a manner consistent with the development and improvement of the property described on Exhibit A.

Prior to the conveyance of the first Unit to be constructed on any portion of such additional property, Developer shall record with the Recorder of Deeds, DuPage County, Illinois, a Declaration of Inclusion in such form so as to subject such additional property to all of the terms and conditions of this Declaration. It is understood that such additional property may be developed in phases and Developer may record more than one such Declaration of Inclusion.

Developer may at any time or from time to time within 6 years from the date of recording of this Declaration record

such Declaration of Inclusions as described above, and thereby annex any portion of the additional property to property already subject to the terms hereof, and thus add to the Parcel, Property and Common Areas. No rights of any kind or character whatsoever with respect to such additional property, shall attach to any Lot or Owner except as to such additional property as shall be expressly made subject to the terms hereof as a matter of record.

3.02 Rights of Unit Owners Upon Annexation: Upon the annexation of additional property pursuant to 3.01 above, all rights, obligations, easements, restrictions and liabilities of the Owners, Occupants and Developer, shall apply as to the entire Property as then constituted (including the additional property and units) in the same manner as if the entire Property was originally the subject of this Declaration on the date of its recordation.

ARTICLE IV

Common Areas:

4.01 Maintenance of Common Area: Maintenance, repairs and replacement of the Common Area shall be administered and performed by the Association and the expenses relating thereto shall be Common Expenses paid from assessments as provided below.

4.02 Common Area Encroachments: In the event any portion of the Common Area encroaches upon any part of any Lot or any portion of a Unit encroaches upon a portion of the Common Areas, because of construction, reconstruction, repair, shifting, settlement or movement of any portion of the property, then a valid easement for such encroachments and the maintenance thereof is hereby established and shall exist for the benefit of such Unit

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or the owner of the Common Areas as the case may be. However, in no event shall an easement for an encroachment by a Unit on the Common Area be created in favor of any Owner if such encroachment is created wilfully and with the knowledge of same, by such Owner.

4.03 Parking Spaces. Any outside parking areas constructed on the Common Area shall be governed by the reasonable rules and regulations adopted by the Board of Directors; and may be designated and assigned by the Board, Association or Developer for the specific use of a single Unit; provided, however, that if a Unit or Units shall be constructed on the property and such Unit shall not have a garage, the Board shall designate at least one such outside parking space for the exclusive use of such Unit and such parking space shall be reasonably proximate to such Unit.

4.04 Storage Areas: Certain portions of the Common Areas may be designated as storage areas by the Board of Directors. Each Owner shall be responsible for his personal property kept in the storage area. The Association shall not be deemed bailee or trustee of any such personal property and shall not be responsible for any loss or damage thereto whether or not due to the negligence of the Association or its agents.

4.05 Owner's Right to Use Common Areas: Each Owner shall have the right to use the Common Areas in common with all Owners as may be required for the purposes of ingress and egress to, use, occupancy and enjoyment of the respective Lot owned, and facilities appurtenant thereto. Said rights shall extend to his immediate family, authorized occupants, guests, invitees and licensees. The use of the Common Areas and the rights of the Owner with respect thereto, shall constitute a perpetual easement running with the land, and shall be subject to and governed by this Declaration, the Association By-Laws, and the rules and regulations adopted by the Board of Directors.

4.06 Maintenance, Repairs and Replacement of the Common Areas:

Maintenance, repairs and replacements of the Common Areas shall be performed by the Association as part of the Common Expenses. In addition, any parkways which may be dedicated to the Village of Warrenville adjacent to public streets within the property shall be deemed Common Area for maintenance purposes only.

4.07 Mechanic's Liens: The Board may cause to be discharged any Mechanic's Lien or other encumbrance which in the opinion of the Board may constitute a lien against the Common Areas.

Where less than all of the Unit Owners are responsible for the existence of said lien, the Unit Owners shall be joint and severally liable for the amount necessary to discharge the same, and for all costs and expenses including attorney's fees and court costs incurred by reason of the lien.

4.08 Alterations to Common Areas: No Owner shall make any alterations to the Common Areas without the prior written approval of the Board of Directors. The Board may authorize alterations, improvements or additions to the Common Areas, the cost of which shall be a Common Expense (subject to the limitations on assessments set forth below); provided, that any such expenditure in excess of \$5,000.00 must be approved by a vote of 60% of each class of members voting in person or by proxy at a meeting of members duly called for such purpose.

4.09 Unit Owner's Neglect: If, due to the act of neglect of an Owner, or of a member of his family or household pet, or of a guest or other authorized occupancy, or visitor of such Unit Owner, damages shall be caused to the Common Areas or to a Unit or Units

owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent such Owner would be so liable pursuant to the law of the State of Illinois.

ARTICLE V

EASEMENTS

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5.01 Easements for Utilities: Easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water, gas, drainage, electric, telephone, or other public utility services shall be granted as shown on any plat filed in connection with the Property. Further, any additional easements for such purposes may be granted by the Developer and/or the Board of Directors at any time for the purpose of obtaining such utility services.

The Developer, its successors and assigns, shall at all times have the right of ingress and egress over said easements for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any sewer, gas, water and/or drainage facilities within said easements and shall also have the right of access in and over each Lot to such easement areas and the sewer, gas, water and/or drainage facilities located therein, and for installing, operating, maintaining, repairing, inspecting and reading any meters appurtenant to such facilities.

The provisions of this Declaration concerning rights,

violations, enforcement and severability are hereby made a part of the foregoing provisions relating to perpetual sewer, water, gas, drainage and other easements, and notwithstanding any amendment to any other provision of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

5.02 Easements, Non-Interference: No building, fence or structure shall be erected nor any paving laid within any utility easement areas, nor any trees or shrubs planted in such easement areas, without the written consent of the grantee of such easement or the commission, municipality, utility or other entity controlling such sewer, water, gas or drainage facilities, as the case may be.

5.03 Easement Rights: The Developer, its successors and assigns, and any party for whose benefit easements are granted pursuant to the terms hereof, shall have the right to do whatever may be requisite for the enjoyment of the easement rights herein granted, including the right to clear said easement areas of timber, trees, or shrubs, or any building, fence, structure or paving erected on or installed within the easement areas, and no charge, claim or demand may be made against such parties for any such activities in the exercise of such rights.

5.04 Easements - Municipal Authorities: Police, fire, water, health and other authorized municipal officials, employees and vehicles shall have the right of ingress and egress to the Property for performance of official duties. It is hereby further declared that the provisions of the traffic ordinances and regulations of the City of Warrenville shall apply to the Property and all of the residents therein.

5.05 Easements for Developer: During the period of constructing and/or marketing on the Property, the Developer shall have the right of ingress and egress, and the right to install any improvements, over, across and through the Common Area. Further, Developer shall have the right to store such equipment and

materials as Developer deems necessary for the purpose of construction and marketing during said period.

5.06 Easements Adjoining Owners: Each Owner whose Unit abuts the Lot Line of an adjoining owner is hereby granted a right of entry across such adjoining Lot for the purpose of maintaining or repairing his or her Unit. Such right shall be limited to a five foot width along such adjoining Lot and shall be used solely for maintenance and repairs by such Owner, his agents, contractors or employees. Any Owner who utilizes such right of entry shall be deemed to indemnify and hold harmless such adjoining Lot owner against any and all liabilities or claims arising out of or in connection with such use.

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5.07 Easement for Encroachments: In the event that a construction error shall result in the encroachment of a Unit and/or driveway on an adjoining Lot, an easement is hereby established for such encroachments; provided, that such shall not extend more than one foot as measured along and parallel to said adjoining Lot line, and shall not unreasonably interfere with the use and enjoyment of such adjoining Lot.

5.08 Easement for Ingress and Egress: The Declarant, Developer, and every Unit Owner, and their guests, agents, invitees and licensees, shall have an easement for ingress and egress over, across, and through the Common Areas.

5.09 Easements Running with the Land: All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, successors, personal representatives or assigns, perpetually in full force and effect.

Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

ARTICLE VI

Maintenance of Units

6.01 Exterior Maintenance, Repair and Replacement: Each Owner shall be responsible for all exterior maintenance, repair and replacement for his or her Unit and Lot, and the Association shall not provide any such services except as set forth above with respect to the Common Area.

6.02 Mandatory Maintenance: In the event that two thirds of the Board of Directors of the Association shall determine that an Owner or occupant of any Lot or Unit has allowed the exterior of such Lot or Unit to deteriorate or otherwise fall into disrepair, to the detriment of the other Owners, the Board shall so notify such Owner or Occupant in writing. Said notice shall enumerate those items to be repaired, replaced or removed (including, but not limited to, painting, plantings, or structural repair), and shall direct such Owner or Occupant to take such action necessary to correct the enumerated defects. If such items are not remedied within 30 days after delivery of said notice, the Board, or its authorized agents, shall be authorized to enter upon said Lot and perform such maintenance and/or repair as it deems necessary; provided, however, that the Association shall, in such case, be liable for any damage occasioned by such entry and performance.

If the Board shall authorize maintenance, replacement or repair pursuant to the foregoing, it shall secure paid bills, receipts and, if appropriate, lien waivers, relating to the work performed, and shall charge the total cost of such work to the appropriate Owner. Such amount shall be deemed an additional

assessment to such Owner and shall be paid along with the regular Assessment installment next due.

6.03 Decoration of Individual Units: Each Unit Owner shall decorate the interior of his Unit at his own expense. Covering of interior window surfaces visible from the exterior of any building shall be further subject to the rules and regulations of the Association. Further, no Unit Owner shall decorate or alter the interior of his Unit in such manner as to impair the structural integrity of his or any adjoining Unit, or Units or jeopardize the fire and extended coverage status of his or any adjoining Unit or Units.

6.04 Exterior Modification: There shall be no alteration or modification of the exterior of any Unit, fence or other ancillary structure (including, but not limited to, color changes) unless such is specifically approved in writing by the Board of Directors of the Association or unless such is otherwise in compliance with such rules and regulations as established by the Board from time to time.

ARTICLE VII

Administration - Board of Directors

7.01 Incorporation of Association: The Developer has caused to be incorporated a not-for-profit corporation known as Summer Lakes Improvement Association, and said corporation, herein referred to as the Association, shall be the governing body for the administration and operation of the Property. Pursuant to this Declaration, the Board of Directors of such corporation shall constitute the final administrative authority and all decisions of the Board with respect to the administration of the Property shall be binding. All rights, titles, privileges

and obligations vested or imposed upon the Association by this Declaration shall be held and performed by the Board of Directors. The By-Laws for governing the Association shall be those duly enacted by the Association.

7.02 Membership and Voting: Membership and voting in the Association shall be as follows:

(a) Class A - Class A members shall be all Owners (other than Developer), and shall be entitled to one vote for each Lot owned. Each Owner shall automatically become a member upon taking legal title to a Lot (provided that such title is not held merely as a security interest), shall be bound by the terms of this Declaration, the Articles of Incorporation and By-Laws, and shall remain a member so long as he shall be an Owner. Membership and Ownership shall not be severed, and membership shall automatically terminate upon the transfer of ownership. Subsequent Owners shall likewise succeed to Membership. When more than one person holds an interest in any Lot all such persons shall be Class A members, but in no event shall there be more than one vote for any one Lot owned by Class A members. Developer shall not be a Class A member, except as provided in Paragraph (b).

(b) Class B - Class B members shall be the Developer and the Class B member shall be entitled to 3 votes for each Unit owned. The Class B Membership shall cease and be converted to Class A Membership with one vote for each Lot owned, on the occurrence of either of the following events, whichever happens earlier:

- i. When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or
- ii. Six (6) years from the recording of this Declaration;

(c) In the case of additional memberships being created because of additional property and Units added to the Association as provided above, the test of (i) shall be applied cumulatively (i.e. taking the total votes of all of the Units then subject to the Declaration).

7.03 The Board of Directors: The administration and operation of the Property shall be vested in the Board of Directors of the

Association ("Board"). Prior to the first annual meeting of members, the Board shall be appointed by the Developer. Subsequent to said meeting, the Board shall be elected by the Unit Owners in accordance with the By-Laws and this Declaration. All funds collected by the Board shall be held and expended for the purposes designated in this Declaration and the By-Laws and shall be deemed to be held for the benefit, use and account of all Owners. Said funds shall be administered pursuant to the provisions of this Declaration and By-Laws.

7.04 Rules and Regulations: The Board shall have the authority from time to time to adopt rules and regulations governing the administration and operation of the Property, subject to the terms of this Declaration. Further, the Board shall have the authority to lease or grant licenses or concessions with respect to portions of the Property; provided that such grants or leases shall not be inconsistent with the rights of the Owners or the other provisions of this Declaration.

7.05 Indemnification of the Board: The members of the Board, the officers of the Association and the managing agent shall not be liable to the Owners for any mistake in judgment or acts or omissions not made in bad faith, as members or officers. The Owners shall indemnify and hold harmless said parties against all contractual liabilities to others arising out of agreements made by such members or officers on behalf of the Owners or the Association unless such agreements shall have been made in bad faith or with knowledge that same were contrary to the provisions of this Declaration. The liability of any Owner, as described above, shall be limited to an amount determined by dividing the total liability by the total number of Owners subject to the terms of this Declaration. All contracts and agreements entered into by the Board, officers, or the managing agent shall be deemed executed by said parties as the case may be as agent for the Owners or the Association.

7.06 Management: The Board shall initially retain a professional management company, professional manager, or full time employee to manage the property and supervise the maintenance and operation thereof. The Association may itself subsequently elect to assume management responsibility for the property and terminate any professional management upon an affirmative vote of 75% of the total membership votes entitled to be cast at a special meeting called for such purpose.

Further, the Board shall enter into management contracts only if such contracts shall (i) permit the termination thereof by the Association upon 30 days prior written notice; and (ii), be for a period of not more than one year and permit renewals for periods not to exceed one year at a time, by mutual consent.

7.07 Board's Determination Binding: In the event a disagreement arises between the Owners related to the Property or the Interpretation and application of this Declaration or the By-Laws, the review and determination thereof by the Board shall be final and binding upon each and every Owner.

ARTICLE VIII

Insurance

8.01 Acquisition of Insurance Coverage: The Board shall obtain insurance coverage for the Common Area to cover against loss or damage by fire or other hazards. The insurance shall be for the full insurable value (based upon current replacement cost) of the Common Area and the insurance premiums shall be Common Expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association. The insured coverage shall, if possible, provide that the insurance as to the interest of the Association shall not be invalidated by any act or neglect of any Owner.

8.01 The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least thirty (30) days prior written notice to the Association. The insurance policies shall contain waivers of subrogation with respect to the Board, its employees and agents, Owners, members of their household and mortgagees, and, if available, shall contain a replacement clause endorsement.

8.02 Appointment of Trustee for Proceeds: The Board may, at its discretion, retain any bank or trust company to act as Trustee agent or depository on its behalf for the purpose of receiving or distributing any insurance proceeds resulting from any loss. The distribution of the proceeds shall be determined by the Board and said determination shall be consistent with the provisions of this Declaration. The fees of said corporate trustee shall be Common Expenses. In the event of a loss in excess of \$10,000.00, the Board must engage a corporate trustee as aforesaid.

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8.03 Appraisals: The Board shall obtain, at least every three (3) years, an appraisal, for insurance purposes, of the Common Area, and, upon receipt of any such appraisal, shall readjust, renegotiate, or obtain new insurance consistent with the appraisal as provided.

8.04 Reconstruction of the Properties: The insurance proceeds shall be applied by the Board or corporate trustee on behalf of the Association for the reconstruction or restoration of the Common Areas.

8.05 Board Acceptance of Insurance Proceeds: Payment by an insurance company to the Board or corporate trustee of any insurance proceeds coupled with the receipt and release from the Board of the company's liability under said policy shall constitute a full discharge of said

insurance carrier and said carrier shall not be under any obligation to inquire into the terms of any trust under which the proceeds may be held pursuant thereto.

8.06 Other Insurance: The Board shall also obtain comprehensive public liability insurance including liability for injuries or death to persons, and property damage, in such limits as it shall deem desirable, and workman's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, the Developer, the manager and managing agent, if any, and their respective employees and agents, from liability in connection with the Common Area and the streets and sidewalks adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. The premium for such insurance shall be a Common Expense.

8.07 Owner's Insurance of Unit: Each Owner shall, at his own expense, procure insurance covering his own Lot and Unit and its contents. At the request of the Board, each owner shall provide the Board with evidence of such insurance in the form of copies of the applicable policies or certificates of insurance. Each Owner shall be responsible for the insurance of his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by any liability insurance obtained as part of the Common Areas. Upon the destruction of all or any portion of the Unit, it shall be the obligation of such Owner to apply the proceeds of any such insurance toward the reconstruction of such Unit to its original state. No person or entity, other than an Owner or the mortgagee, shall have the right to place hazard or liability insurance relating to a later Unit.

8.08 Party Walls:

- (a) General Rules to Law to Apply: Each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between Lots and serving to divide two Units shall constitute a Party Wall. The general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. No Owner shall cut through or make any penetration through a Party Wall for any purpose.
- (b) Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall, and shall not be considered a Common Expense within the meaning of this Declaration.
- (c) Destruction by Fire or Other Casualty: 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 any other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability or negligent or willful acts or omissions.
- (d) Arbitration: In the event of any dispute arising concerning a party wall, or otherwise under this Section 8.08, then, notwithstanding the provisions of Section 7.07, each party shall choose one arbitrator, and a decision by a majority of such arbitrators shall be binding upon the parties.

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- (e) Weatherproofing: Notwithstanding any other provision of this Declaration, an Owner who by his negligent or willful act causes the party wall to be exposed unnecessarily to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (f) Right to Contribution Runs with Land: The right of any Owner to contribution from any other Owner under this Section, shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE IX

Use and Occupancy Restrictions

9.01 Use of Lot: No Lot shall be used for other than residential purposes (except for the Developer's construction or sales office during the construction and sales period). Each Unit shall be used as a residence for a single family, and no other purpose, by the Owner and his family, or by a person or single family to whom the Owner shall have leased his Unit, subject to such provisions as the Board of Directors may establish from time to time. No more than one Unit shall be constructed on a single Lot. No business of any kind shall be conducted on the Property except as authorized by the Board. No motor vehicles other than a private passenger type shall be garaged or stored in any garage or carport or any Unit parking compound or elsewhere on the property, except as may be specifically provided by the Board. No business or trade of any kind or noxious or offensive activity shall be carried on anywhere on the Property, nor shall anything be done thereon which may become an annoyance or nuisance to the Owners. No boat, trailer, minibike,