

properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are on the Common Properties. The Association shall further maintain, reconstruct, replace and refinish any paved surface on the Common Properties. All of the foregoing obligations of the Association shall be performed in such manner as the Board shall determine, in its sole judgment, to be appropriate.

## ARTICLE 10 USE RESTRICTIONS

The Property shall be held, used and enjoyed subject to the following limitations and restrictions; provided, however, no such restrictions shall apply to Declarant or its Affiliates or to the Lots of either:

A. Owners shall store personal property within their dwelling or appropriate enclosures on their respective Lots, except for outdoor furniture or play equipment maintained in good condition.

B. No unsightly articles (as determined by the Board) shall be placed or hung on the exterior portion of any Lot. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited ONLY in the areas and on the days designated by the Board. The Common Properties shall be kept free and clear of rubbish, debris, and other unsightly material.

C. Automobiles, Commercial Vehicles and Boats - The use or storage of automobiles, commercial vehicles and boats shall be limited as set forth in Article 4.1 of the Master Covenants. The Board of Directors may promulgate Rules regarding the use and storage of vehicles. However, any such Rules must be at least as restrictive as the requirements contained in the Master Covenants.

D. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

E. No Owner shall make or permit to be made by his family, tenants, invitees, employees, agents, visitors, and licensees, any disturbing noises, nor do or permit to be done by such persons anything that will interfere with the reasonable rights, comforts or conveniences of other Owners. No Owner shall unreasonably play or allow to be played any musical instrument or operate or allow to be operated, stereo equipment, televisions, radios or sound amplifiers, on the Owner's Lot in such a manner as to disturb or annoy other Owners.

F. No radio or television installation may be permitted on a Lot which interferes with the television or radio reception of another Lot. No antenna or aerial may be erected

or installed anywhere in the Property unless approved in accordance with Article 10 of the Master Covenants and Article 15 of this Declaration.

G. Each Owner who plans to be absent from his Lot during the hurricane season shall prepare his Lot prior to his departure by:

(1) Removing all furniture, plants and other movable objects from his porch, terrace, patio, or elsewhere on his Lot, where appropriate; and

(2) Designating a responsible firm or individual to care for his Lot should same suffer hurricane damage, and furnishing the Board with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party may be subject to the approval of the Board.

H. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, windows or roof, unless approved in accordance with Article 10 of the Master Covenants and Article 15 of this Declaration.

I. No Owner shall cause any garage on his Lot to be converted to an interior room without complying with any applicable City requirements. No such conversion shall obviate the Owner from complying with any parking or vehicle restrictions.

J. Fences, other than any provided by Declarant, shall not be erected, removed or maintained upon the Residential Property, except as approved in accordance with Article 10 of the Master Covenants and Article 15 of this Declaration.

K. In case of any emergency originating in or threatening any Lot, the Board or any individual authorized by it shall have the immediate right to enter any Lot for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Owner of such Lot is present at the time of such emergency.

L. There shall be no solicitation by any person anywhere in the Property for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

M. Nothing shall be done by any Owner which would increase the rate for any insurance maintained by the Association.

N. No outdoor clothes drying areas shall be permitted in the Property, although laundry may be aired or dried from clotheslines as long as the clothesline is screened from the view of all persons except those within the Lot at which the clothesline is located.