

plans approved by the Architectural Control Committee shall be deemed to have been undertaken without such approval and to be in violation of this Declaration.

- C. Furthermore, no certificate of occupancy (if applicable) shall be issued unless the Owner(s) have complied with this Section 7.

7.8 Records of Meetings. The Architectural Control Committee shall keep minutes and maintain records of all votes taken at Architectural Control Committee meetings. The Architectural Control Committee may also take action without a meeting by unanimous written consent of all members of the Architectural Control Committee.

7.9 No Waiver. The approval of the Architectural Control Committee of plans and specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Control Committee of the right to object to any of the features or elements embodied in such plans and specifications, if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units, even if submitted by the same Owner(s) and/or contractor(s).

7.10 Liability for Actions of the Architectural Control Committee. Neither the Board of Directors or Officers of the Association, the members of the Architectural Control Committee, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by anyone submitting plans for approval, or any other party, due to any mistakes in judgment, negligence or nonfeasance of the Architectural Control Committee in connection with the approval or disapproval of plans. Neither the Board of Directors or Officers of the Association, the members of the Architectural Control Committee, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any alterations or improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

7.11 Advisory Committee. Nothing in this Section 7 shall prohibit the Architectural Control Committee from appointing an advisory committee to assist in the various functions of the Architectural Control Committee; however, the final decision making of the Architectural Control Committee cannot be delegated to such a committee.

Section 8. USE RESTRICTIONS. The use of the Properties shall be in accordance with the following provisions as long as the Community exists:

8.1 Occupancy of Units.

- A. Each Unit shall be occupied by Owners and tenants and their family members, guests and invitees, as a residence and for no other purpose.
- B. Furthermore, no Unit shall be occupied unless the following requirements are met:

- (1) No two (2) bedroom Unit shall be occupied by more than five (5) persons. No three (3) bedroom Unit shall be occupied in excess of seven (7) persons.
- (2) The foregoing calculations shall not include guests which may validly visit a Unit who visit for less than thirty (30) consecutive days in the presence of the Owner or lessee. However, the number of guests which may visit a Unit at the same time without the presence of the Host shall be limited as stated in Section 8.1.B(1) above.
- (3) Definitions. "Presence of" an Owner or lessee or other permanent occupant ("Host") as used in Section 8.1.B.(2) above shall require that the Host stays overnight in the Unit along with the guest.

8.2 Pets and Animals. Pets and animals shall be permitted, only as provided for in this Section 8.2:

- A. Animals and pets shall be restricted to a total of two (2) cats, dogs or a combination not to exceed two (2); and fish, small domestic birds, hamsters, gerbils, small turtles and guinea pigs. The foregoing shall also apply to animals/pets which visit the Community.
- B. All dogs and cats must be inoculated against rabies by a duly qualified and licensed veterinarian and shall also be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Florida.
- C. When outside of the Unit, all dogs and cats must be accompanied by an attendant who shall have such dog/cat firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No cats or dogs shall be permitted to run at large outside of the Unit. The aforesaid provision shall not prohibit a cat or dog from being maintained without a leash or other restraint within the privacy garden of the Unit in which the dog or cat resides and/or is maintained.
- D. The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal.
- E. The owner/custodian of the animal or pet shall remove his or her animal or pet from the Community when such animal or pet emits excessive noise such that same may be heard outside of the Unit.

- F. The pet/animal owner and the Unit Owner of the Unit Involved shall be strictly liable for damages caused to the Common Area by the pet/animal.
- G. Any pet/animal owner's right to have a pet/animal reside in or visit the Community shall have such right revoked if the pet/animal shall create a nuisance or shall become a nuisance as may be determined by the Board of Directors of the Association.

8.3 Vehicles and Parking.

- A. Except as otherwise allowed in Section 8.3.B below, the following vehicles shall not be allowed to park on any area within the confines of the Properties: trucks, including pickup trucks; vans; recreation vehicles; mobile homes; motor homes; campers; buses; terrain vehicles; off-road vehicles; go carts; three-wheel motorized vehicles; limousines; mopeds; dirt bikes; and other such motor vehicles; and boats and trailers.
- B. Exceptions to A. above. The following vehicles shall not be subject to the parking restrictions contained in Section A above, and shall be entitled to park within the designated areas for parking in the Community, subject to restrictions and provisions contained in Sections C through I below:
 - (1) Any truck or van vehicle classified by the State of Florida as having a 3/4 ton carrying capacity or less; however, a van must have no more than two-axes and may not exceed twenty (20) feet in length and seven (7) feet in height.
 - (2) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Properties, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.
 - (3) Service and delivery vehicles, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.
 - (4) Vehicles for the handicapped bearing identification as such by an applicable governmental authority.
- C. Commercial Vehicles. Commercial vehicles are permitted, so long as they are not prohibited by Section 8.3.A above and meet the criteria provided in Section 8.3.B above, and provided that they are kept neat and clean, and work materials and equipment are not displayed to view.

- D. All motor vehicles must be maintained as to not create an eyesore in the Community.
- E. No motor vehicle, including moving vans, shall be parked at any time on the grass/swales within the Community (except for the landscaping equipment at the direction of the Board of Directors). Vehicles shall be parked/stored in parking spaces. The foregoing applies irrespective of whether the Properties lie within areas owned by or dedicated to a governmental entity.
- F. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas and/or streets. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.
- G. The following restrictions also apply:
- (1) No self-powered vehicle which is unable to operate on its own power shall remain within the Community for more than twenty-four (24) hours.
 - (2) No repair (including changing of oil) of a vehicle shall be made within the Community except for minor repairs necessary to permit removal of a vehicle. (However, washing or waxing of a vehicle is permitted).
 - (3) No vehicle with an expired license tag shall be permitted within the Community.
 - (4) Owners and occupants of a Unit shall be limited to parking in their assigned parking spaces only, and may not park in guest spaces. Guest spaces are for the parking of guests and invitees only. The foregoing shall not prevent an Owner or occupant from loaning an assigned parking space to another Owner or occupant for the parking of additional vehicles.
- H. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Community, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each Unit Owner and vehicle owner provides the Association with the necessary consent to effect the tow. In the event that the vehicle owner fails to pay such costs upon demand, the Association shall have the right to levy a Charge for the costs against the Unit and Owner in question, that is, the

Unit Owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle (as such, the Unit Owner is liable for the vehicle violations of his/her family, lessees, guests, visitors, etc.); thereupon, the Charge shall be collected as is provided for in this Declaration.

- I. Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section 8.3 by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles or By-Laws. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 8.3.

8.4 Nuisances, Ordinances and Laws. No Owner shall use his Unit or Common Area, or permit it to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the occupant(s) of other Unit(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Unit or Common Area to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or occupants. No gas propelled vehicles, batteries, gasoline or hazardous chemicals shall be stored in any Unit, on the patio, or in the privacy garden. The foregoing shall not prevent the storage and use of gas or barbecue grills on the patio or in the privacy garden. The use of each Unit shall be consistent with existing ordinances and laws and the Governing Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

8.5 Clothing and Similar Articles. No clothes or similar articles shall be allowed on the exterior portions of the Units, including railings. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the Unit; except as may be permitted and approved by the Architectural Control Committee under Section 7 above.

8.6 Signs. No signs of any type shall be maintained, kept or permitted on any of the Properties, including Unit (interior or exterior) such that they may be viewed from the Common Area or other Units. Exceptions:

- A. Official notices of the Association.
- B. Each Owner and occupant of a Unit may display one "for sale" or "for rent" sign on the inside of a window or on the inside of the patio, tasteful in style, and not to exceed 18" by 24" in size. The Architectural Control Committee shall be permitted to adopt guidelines as to the foregoing, which all Owners and occupants agree to comply with.
- C. One name and/or one address plate, as are approved by the Architectural Control Committee.

8.7 Antennae; Satellite Dishes; Solar Panels; Skylights; Air Conditioning/Heating Units. There shall be no television, radio or other outside antennae or solar panels or skylights of any kind installed or affixed to any Unit or placed on the Common Area. Furthermore, no satellite dishes shall be installed anywhere in the Community. Finally, no window/wall air conditioning/heating units may be installed in any Unit, it being the intention that only a central air conditioning/heating system is allowed.

8.8 Energy Devices Based On Renewable Resources. To the extent that Section 163.04, Florida Statutes, entitled "Energy Devices Based On Renewable Sources" is applicable to the Community, any covenant or restriction in this Declaration which is in conflict with that Statute shall be modified to be in complete conformity with and shall yield to the provisions of the Statute, such that the conflict is removed.

8.9 No Business Activity. No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, trading or amusement establishment, quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school, kindergarten, nursery school, sanitarium asylum or institution shall be erected, maintained, operated, carried on, permitted or conducted on the Properties. Proviso. Notwithstanding the foregoing to the contrary.

- A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted.
- B. The practice of leasing Units shall not be considered as a business activity under this Section 8.9.
- C. The business of operating the Association shall not be considered as business activity under this Section 8.9.

8.10 Leasing and Occupancy of Units.

- A. In General. Except as is otherwise provided in this Section 8.10, Units may be leased without approval by the Association. The provisions of this Section 8.10 shall be fully complied with.
- B. Notice. Each Owner shall provide notice to the Association of any lease or any other change in occupancy. The foregoing is referred to as a "Transfer" in this Section 8.10.
- C. Form Notice and Application. The Board of Directors of the Association is empowered to adopt a form to be used in connection with and as proper notification under this Section 8.10 and shall be entitled to require as part of proper notification, the beginning and ending of the lease term; the names of all occupants with ages; home and work telephone numbers, vehicle and pet information and such other information

as is necessary to demonstrate to the Association that the occupants can meet the use requirements under this Declaration. The form shall include a requirement that all adult occupants must sign an acknowledgement that they have received a copy of, have read, and agree to abide by all of the Governing Documents and Rules and Regulations of the Association. No one shall be required to furnish a copy of the Lease to the Association. No fee shall be charged in connection with this process.

D. Remedy. In the event that any Owner fails to provide proper notice to the Association of any Transfer as required in this Section 8.10, and in particular, Section 8.10.C, then the Association may provide written notice by registered mail or certified mail, return receipt requested, to the Owner concerned, requiring proper notification. If after ten (10) days after the mailing of said notice, the Owner has failed to provide proper notice, the Transfer (and occupancy thereunder) shall be void; the Association shall thereupon be entitled to file proceedings in Court to seek cancellation of the Transfer and removal of the occupants in the Unit.

E. Other Leasing Restrictions. The following additional leasing restrictions shall apply:

(1) Frequency of Leasing. No lease shall be made more often than two (2) times in any twelve (12) month period. For purposes of calculation hereunder, a Lease shall be considered as made on the first day of the Lease term. Any change in occupancy under a lease shall constitute a new lease for purposes of calculation hereunder. Proviso. This provision shall not be considered to permit a Lease which is otherwise prohibited under the Governing Documents or the Rules and Regulations of the Association. For purposes of this Section 8.10.E.2, any Leases under which the Lease term began prior to April 1, 1990 shall not be considered in the computation limiting leasing herein.

(2) Minimum Lease Term. No lease shall be made with a lease term which is less than three (3) consecutive months in duration.

(3) No Subleasing. Subleasing of Units is absolutely prohibited.

8.11 Trash and Garbage. Trash and garbage shall be placed only in containers as mandated by governmental authority or any rules and regulations adopted by the Board of Directors of the Association from time to time.

8.12 Outside Lights; Smoke Alarms. Certain outside lights, and a smoke alarm, are connected and the electric current to operate them is metered, to each Unit. Each Owner and occupant shall ensure that electric current is supplied at all times for these lights and the smoke alarm, whether or not the Unit is occupied.

Section 9. INSURANCE. In order to adequately protect the Association and the Properties required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

9.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry under the Governing Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgagees, as their interests shall appear.

- A. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Section 9 or Section 10 below shall be a common expense of the Association; notwithstanding the foregoing, any increase in the premium occasioned by misuse, occupancy or abandonment of any Unit or of the Common Area by particular Owner(s) shall be levied against a Unit and Owner and paid by such Owner(s) as a charge and collectible as charges are collected pursuant to the Declaration.
- B. Premiums upon insurance policies may be financed in the manner as the Board of Directors deems appropriate.
- C. The Association is hereby permitted to purchase insurance policies which contain deductibles, which deductibles shall not exceed the maximum permitted (if applicable) under the insurance guidelines as published from time to time by FNMA.
- D. Each Owner shall provide insurance with respect to improvements made by the Owner, notwithstanding any provision to the contrary in this Section 15.

9.2 Required Coverage. The Association shall maintain adequate insurance covering all of the buildings (except for insurance required to be maintained by the Owners under Section 9.9 below) and the Common Area, in an amount determined annually by the Board of Directors, such insurance to afford the following protection:

- A. Property and Casualty. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract. The coverage must include the following: