

owned by Declarant on which this Declaration or a substantially similar declaration is imposed.

1.18. "Surface Water Management System" shall mean and refer to the land, easements, and areas designated on the Plat as a Retention Lake, and other facilities and appurtenances which together constitute and comprise the surface water management and drainage system of Carriage Lake as reflected on the plans therefor on file with and approved by the County, the St. Johns River Water Management District or the U.S. Army Corps of Engineers. The Surface Water Management System is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

1.19. "Violation" shall mean and refer to any contravention, transgression or non-compliance with any article, section, provision of the Declaration or the rules and regulations of the Association or the ARC. A notice of violation will be sent, by certified mail, to the last address of the violator on record with the Association, of the alleged violation before a fine or suspension is imposed. A violation is considered separate and independent for each day it exists uncorrected or unabated.

## ARTICLE II

### REGULATION OF USES

2.1. Residential Use. The Lots shall be used only for residential purposes. No structure shall be erected or permitted to remain on any Lot other than one residential dwelling. No garage shall be used or converted to living quarters. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot.

2.2. Subdivision. No Lot shall be resubdivided, replatted or divided without the prior written consent of Declarant or the Association, as successor to the Declarant.

2.3. Offensive Activity. No illegal, noxious, unpleasant, unsightly or offensive activity shall be carried on or conducted upon any Lot or on any portion of the Subject Property, nor shall anything be permitted or done thereon which is or may tend to become or cause an annoyance, nuisance, source of embarrassment or discomfort to the neighborhood or Carriage Lake.

2.4. Household Pets and Livestock. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that no more than three (3)

dogs, cats or other usual household pets may be kept; provided that they are not kept, bred, or maintained for any commercial purpose, they are leashed when off the Owner's premises, and provided that if any of such permitted animals shall, in the sole and exclusive opinion of the Declarant or the Association, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot.

2.5. Storage of Vehicles or Equipment and Garage Doors. No motor vehicle or non-motorized vehicle, recreational vehicle, trailer, boats with motors or marine craft, hovercraft, aircraft, tow truck, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement or right-of-way unless such vehicle or object is completely concealed from public view inside a garage or approved enclosure. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that are in operating condition, having current license plates and inspection stickers, are in daily use as motor vehicles on the streets and highways of the State of Florida, and which do not exceed one-half (1/2) ton capacity are excepted herefrom provided that they shall not be parked overnight in the public right-of-way and they do not bear any commercial signage, insignias or the like; provided however, notwithstanding the language in this paragraph, the ARC shall establish uniform rules and regulations which permit non-motorized paddleboats, canoes, or other watercraft to use the subdivision lake and store such watercraft on subdivision lots.

(a) This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

(b) Any commercial, recreational, or other vehicle parked or stored in violation of these restrictions or in violation of any rules and regulations adopted by the Association concerning the same may be towed away or otherwise removed by or at the request of the Association and at the sole expense of the owner of such commercial, recreational or other vehicle in violation of these restrictions or such rules and regulations. In the event of such towing or other removal, the Association and its employees or agents shall not be liable or responsible to the owner of such vehicle for trespass, conversion or damage incurred as an incident to or for the cost of such removal or otherwise; nor shall the Association, its employees or agents be guilty of any criminal act or have any civil liability by reason of such towing or removal, and neither its towing or removal nor the failure of the owner of the towed or removed vehicle to receive any notice of the violation of the provisions of this section shall be grounds for relief of any kind.

(c) All garage doors shall be maintained in operable condition and remain closed at all times; save and except for the temporary opening of same in

connection with the ingress and egress of vehicles and the loading or placement and unloading or removal of other items customarily kept or stored therein.

2.6. Maintenance. Each Lot and all improvements, including landscaping located thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to fall into disrepair or become unsafe or unsightly. The Owner of each Lot shall, at his or her own expense, keep such Lot, including any easement areas located on such Lot, free of weeds, tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and any other unsightly objects. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or debris of any kind. In the event the Owner fails to comply with this Section 2.6 then, after giving the Owner ten (10) days written notice, the Association shall have the right, but not the obligation, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds, and to remove rubbish and any unsightly or undesirable things and objects from the Lot, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall constitute an Individual Assessment as provided in Section 7.8 against the Lot. Such entry by the Association upon a Lot shall not be deemed a trespass. Notwithstanding anything contained herein to the contrary, it is understood that Declarant reserves the right to maintain normal construction debris on any Lot until the Certificate of Occupancy for any dwelling located on such Lot is issued in such a manner so as not to create a nuisance to other Lots.

2.7. Garbage and Garbage Containers and Collection. No garbage, trash containers and their storage areas shall be visible from the street, any adjacent or neighboring property. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. All trash, garbage or other refuse shall be placed for pickup not earlier than the evening preceding pickup, and any and all containers for such trash, garbage or refuse shall be returned no later than the evening of the pickup to their normal location.

2.8. Burning. No burning of leaves, trash, rubbish, garbage or other waste materials of any type shall be permitted or conducted on any Lot. Nothing herein contained, however, shall be deemed to prohibit the burning of wood, logs or charcoal in properly constructed or installed fireplaces, barbecue cookers or the like, whether inside or outside of the dwelling located on any Lot.

2.9. Storage Tanks. No storage tanks, including but not limited to, those for water, oil, propane gas, or other liquid, fuels or chemicals, including those used for swimming pools or the like, shall be visible from any adjacent or neighboring property.

2.10. Mineral Exploitation. No exploration, mining, quarrying, or drilling for or exploitation of gas, oil, phosphate or other minerals of any type or kind shall be conducted on any Lot.

2.11. Laundry and Clothes Drying. No laundry or clothes drying lines or areas shall be permitted outside of any building on any Lot unless the same shall be placed in the rear yard inside of walls, fences, landscaping, screening or similar type enclosures and then only on portable laundry dryers. In no event shall any of the same be permitted if visible from any adjacent or neighboring property.

2.12. Basketball Equipment. No basketball hoops or backboards shall be located or attached to the dwelling or garage. Portable basketball hoops shall be permitted, provided they are not located within a road right-of-way or sidewalk easement.

2.13. Signs. No sign of any kind shall be displayed to public view on any Lot unless such sign is first approved by the ARC. Notwithstanding the foregoing provisions of this section, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any Lot or part of the Subject Property such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of the Subject Property.

2.14. Drainage. All storm water from any Lot shall drain into or onto contiguous or adjacent street rights-of-way, drainage easements, retention areas or the Common Area in accordance with the recorded Plat for Carriage Lake as approved by the County or the plans filed with the St. Johns River Water Management District (the "Established Drainage Plan"). Storm water from any Lot shall not be permitted or allowed to drain or flow unnaturally onto, over, under, across or upon any contiguous or adjacent Lot unless a drainage easement shall exist therefor. No Owner shall be permitted to alter the grade of the Established Drainage Plan for any Lot, or change the direction of, obstruct or retard the flow of surface water drainage; provided, however, in the event the County or the St. Johns River Water Management District requires the modification of the Established Drainage Plan, the Owner of an affected Lot shall at the Owner's expense make adequate provisions to change the Established Drainage Plan over his Lot.

2.15. Declarant's Use. Until Declarant has completed all of the contemplated improvements and closed the sale of all the Lots, neither the Owner's nor the Association's use of the Subject Property shall interfere with the completion

of the contemplated improvements and the sale of the Lots. Declarant may make such use of the unsold Lots and Common Area without any charge as may facilitate such completion and sale, including, but not limited to maintenance of a sales office, construction office, the showing of the Subject Property and the display of signs and the use of Lots as parking lots notwithstanding anything contained herein to the contrary.

2.16 Access Gate. The Association shall have the right to construct, repair and maintain a gate or gates across any road or street on the Subject Property for the purpose of limiting or restricting access to the Subject Property. The Association shall have the power and authority to establish rules, regulations and procedures to limit access to the Subject Property to the owners and their designated guests and all Lots shall be subject to such rules and regulations.

2.17 Affirmative Covenants.

(a) Each Lot Owner for Lots One (1) through Thirty-One (31), by accepting a deed to his Lot, affirmatively covenants and agrees to maintain, including mowing and weeding, repair and restore, if necessary, the landscape buffer berm which is adjacent to his lot line. The Lot Owner's duty to maintain includes the duty to irrigate, fertilize, trim and replace, if necessary, the grass and the landscaping plants and trees on the buffer berm.

(b) Each Lot Owner for Lots One (1) through Thirty-One (31), by accepting a deed to his Lot, affirmatively covenants and agrees to maintain, including mowing and weeding, repair and restore, if necessary, the landscape buffer berm which is adjacent to his lot line. The Lot Owner's duty to maintain includes the duty to irrigate, fertilize, trim and replace, if necessary, the grass and the landscaping plants and trees on the buffer berm.

(c) Each Lot Owner for Lots Thirty-Two (32) through Sixty-Four (64), by accepting a deed to his Lot, affirmatively covenants and agrees to maintain the grass and decorative plants, including mowing to the water's edge on the rear of his Lot. This duty of maintenance includes the maintenance of the grass and landscaping and the mowing of the maintenance easement and the land which slopes from the stormwater area on the rear of his Lot to the water's edge in the stormwater area.

(d) The Association shall have the right and power on any Lot to perform maintenance, repair or replacement of the landscape buffer areas and areas adjacent to or in the water retention area and impose an individual Lot assessment against the Lot for its costs of performing such maintenance, repair or replacement if a Lot Owner does not perform such maintenance, repair or replacement. Each Lot Owner hereby grant the Association a license to perform such work on his Lot.

## ARTICLE III

### REGULATION OF IMPROVEMENTS

3.1. Generally. The erection, placement, construction and installation of all improvements on all Lots shall be subject to and governed by the following covenants, conditions, restrictions and reservations:

3.2. Plan Approval. No building, or structure or improvement shall be constructed, erected, placed, altered, maintained or permitted, or the erection thereof begun, or changes made in the design thereof after original construction, on any Lot until the construction plans and specifications are approved as set forth in Article IV.

3.3. Construction. The construction of all residential dwellings and other improvements on all Lots must be performed by such builders, general contractors and subcontractors as are licensed in the State of Florida or the County to engage in the business of residential building and construction.

3.4. Construction Time. Upon commencement of construction, such construction shall be prosecuted diligently, continuously and without interruption to completion within a reasonable time; but in no event more than eight (8) months from the date of the commencement of such construction. However, the ARC shall have the power and authority to extend the period permitted for construction, provided that the Owner and general contractor involved make written application for such extension stating the reasons for the requested extension of time and provided further that the ARC, in the exercise of its reasonable discretion, determines that the request is reasonable and the extension is warranted. The ARC may extend the time for completion of construction when a construction delay arises from an Act of God.

3.5. Grades. Declarant reserves the sole and exclusive right to establish grades and slopes in all Lots and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to the general plan of drainage established by the Declarant. No Lot grade or slope shall be thereafter altered without the written consent of the ARC.

3.6. Character of Homes.

(a) Minimum Square Footage and Height. No dwelling shall have a living area of less than thirteen hundred (1,300) square feet, exclusive of screened areas, open porches, terraces, patios and garages, unless otherwise approved in writing by the ARC. No dwelling shall exceed two (2) stories in height.

(b) Garages and Carports. No carports shall be placed, erected, constructed, installed or maintained on any Lot. Each single family residential dwelling constructed and maintained on any Lot shall have an attached, enclosed garage which shall correspond in style, color and architecture to the main residence for not less than two (2) standard sized passenger automobiles. Garages for more than two (2) automobiles must be specifically approved by the ARC. All garage doors must be wood or steel. The garage doors are to have woodgrain and/or raised panel exterior finish. Fiberglass, aluminum, or steel (warehouse style) are not permitted. Garages may also contain appropriately sized storage rooms, recreational workshops and tool rooms as approved by the ARC.

(c) Roofs. The roofs of the main body of all buildings and other structures, including the principal residence and all boat houses, shall be pitched. No flat roofs shall be permitted without the approval of the ARC. The ARC may, in its discretion, approve flat roofs on part of the main body of a building if architecturally compatible with the remainder of the roof structure, the particular building on which it is to be constructed and all adjacent residences and other structures. All roofing material may be constructed of either architectural dimensional twenty-five year fungus resistant clay, tile, cement tile, slate, standing seam metal, cedar shake shingle, fiberglass, asbestos shingle or asphalt construction, or other materials approved by the ARC. All roof colors must be approved by the ARC.

(d) Roof Structures. No aerial devices, wind generator appliances or other rooftop installation, projection or structure of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any building or structure unless the same shall first be approved in writing by the ARC and shall be erected, constructed, installed and maintained on the rear yard side of the roof or otherwise in such manner and at such location that the same shall not be visible from any street or neighboring residence. It is expressly provided, however, that chimneys, rooftop attic ventilators and fans and solar collector panels which are designed and architecturally treated in an aesthetically acceptable manner may be permitted if approved by the ARC within its reasonable discretion.

(e) Screening of Equipment. All heaters, pool equipment, water softeners, air conditioning compressors and other ancillary or mechanical equipment located outside of a residential dwelling shall be suitably screened from the view of street and road rights-of-way and adjacent Lots. Absolutely no window or wall air conditioning units shall be permitted unless screened from adjacent property and approved in writing by the ARC.

(f) Exterior Building Materials, Finishes and Colors. All exterior building materials, finishes and colors must be approved in writing by the ARC. Uncovered or exposed (whether painted or not) concrete or concrete block, imitation

brick or simulated stone face shall not be permitted as the exterior finish of any building structure or wall except for decorative purposes and then only with written approval of the ARC. The foregoing restriction shall be equally applicable to the initial as well as any subsequent painting of any improvements located on any Lot. The color of door window frames shall be in keeping with the scheme and architecture of the building, and approved in writing by the ARC. Mill finish aluminum door and window frames are prohibited.

(g) Driveways. All driveways, turnarounds and parking areas shall be paved or finished with a concrete, brick or other non-asphalt hard dust-free material approved in writing by the ARC. Each driveway shall extend the entire distance from the garage door to the paved portion of the street or roadway in front of or adjacent to the Lot on which such driveway is constructed. The driveway shall be graded in such a manner as to not impede the drainage within the right-of-way or Lot.

(h) Reflective or Mirrored Glass. No reflective or mirrored glass shall be used on, in or for the windows or doors of any buildings or other improvements constructed upon any Lot.

3.7. Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Subject Property unless they comply with the requirements below and the size, material, location and color are approved in writing by the ARC.

(a) Height, Perimeter and Location. Fences, if permitted by the ARC and not in excess of six (6) feet in height, may be installed around the perimeter of a Lot, provided that no fence may be constructed forward of a line established by the ARC which is ten (10) feet to the rear of the front house line. The ARC shall establish rules governing the type of fence and materials used in fences. The ARC may prescribe rules which limit Lots 32 through 64 to split rail or log rail fences to permit view by subdivision residents of water bodies or other scenic amenities, and which permits shadowbox pattern fences on interior Lots 1 through 31. All shadowbox pattern fences must be six (6) feet in height to avoid the appearance of broken elevation and shall remain unpainted to insure uniform weathering color.

(b) Landscape Buffers. Landscape buffers may be required on the outside of any privacy fences and walls by the ARC in its sole discretion.

(c) Installation and Maintenance. All fences must be installed with the posts on the inside and must have landscape buffers, as may be required herein. All fencing, walls, and landscape buffers shall be maintained in good condition by the Owner.



(d) Declarant and Association Fences. Notwithstanding anything to the contrary, the Declarant and the Association, as successor of the Declarant, shall have the right to install and maintain walls and fences around the perimeter of the Subject Property on individual Lots within the Landscape Easements as established and shown on the Plat for Carriage Lake with such fences or walls to be maintained by the Association. Additionally, so long as Declarant or a builder designated by Declarant maintains any model homes within the Development, it shall have the right to fence the entire Lot or Lots being used as models without the review or approval of the ARC.

(e) Limitation on Fences on Lake Lots. No fences shall be permitted on Lake Lots 32-64 unless specifically approved by the ARC. The ARC, if it approves any fences on these Lake Lots, shall consider how the fence impairs the view of the lake.

### 3.8. Antennas.

(a) Only the following antennas less than one meter in diameter, height, width, depth and length are allowed on a Lot within the exclusive use or control of the antenna user where the user has a direct or indirect ownership interest in the Lot (except for safety and historical preservation considerations):

(1) an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, or

(2) an antenna that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and

(3) an antenna that is designed to receive television broadcast signals.

(b) These antennas are subject to the following conditions:

(1) The Owner completes an application requesting a modification of the exterior of home or property not originally approved by the ARC.

(2) A flat plate antenna may be installed on the side or back outside wall of a home and shall not protrude more than nine inches (9") from the surface of the house. All such antennas shall be painted the same color as the adjacent surface of the house.

(3) A mast-type antenna (such as a Yagi type) no larger than one and one-half inches (1½") in diameter may be installed on the side or back outside wall of a home or side or back fascia parallel to the roof line provided that such antenna does not extend above the roof at the point of installation.

(4) A satellite antenna may only be installed on the side or back outside wall of a home or on a railing, door or ground mount, however, antennas eighteen inches (18") or less in diameter may be mounted on the lowest part on the fascia board of a house in the rear or side rear and the dish may extend no higher than twenty-four inches (24") above the roof line at the point of installation, must blend in with the roof color, and, if mounted on the side or rear wall of the house, the antenna must not protrude more than thirty-six inches (36") from the surface of the house and must blend in with the house color. If ground mounted, the top of the antenna may not be higher than five feet (5') above the average grade at the perimeter of the house and all parts of the antenna including base not affecting signal quality shall be completely shielded by landscaping on all exposed sides. All parts of the antenna and mounting which can be painted must be painted the same color as the adjacent color of the house or roof.

(5) No antenna shall be installed on the front of a home or in the front yard of a home. No antenna shall be mounted on the chimney or roof of a house. No exterior mast, tower, pole, aerial, satellite station or dish, antenna or appurtenances thereto shall be erected except as permitted above. All wires or conduits to the permitted antenna shall be painted the same color as the adjacent surface of the house and shall not protrude more than three inches (3") from the surface of the house.

(6) All other outdoor antennas, including, but not limited to, radio and shortwave, are prohibited with the exception of those installed by Indian River County Utilities for monitoring utility installations.

(c) In the event that the above antenna location precludes reception of an acceptable quality signal, then the property owner shall have the antenna installer so certify and request alternative location where the antenna would be the least obtrusive to aesthetic considerations and still receive an acceptable quality signal.

(d) All applications and modifications will be acted upon expeditiously and without unreasonable delay and also not unreasonably increase the cost of installation, maintenance or use by landscaping, aesthetic or other conditions.

(e) All applications conforming to the above requirements of FCC Rule 96-328, adopted August 5, 1996, as amended hereafter will be approved.

3.9. Swimming Pools and Screens. No swimming pool of the "above-ground" type shall be erected on any Lot. Any below ground swimming pools installed must be fenced in accordance with these regulations as provided in Section 3.7.

3.10. Exterior Lighting. Exterior lighting or illumination of buildings, yards, parking areas, sidewalks and driveways on a Lot shall be designed and installed so as to avoid visible glare (direct or reflected) from street and road right-of-way or any adjacent Lot. All exterior lighting shall be approved by the ARC.

3.11. Mailboxes and Other Delivery Boxes. The Declarant reserves the right to require that all street mailboxes shall be of one particular type or design specified by the Declarant so long as such designated type or design meets the rules and regulations of the United States Post Office Department. All other delivery boxes or receptacles of any kind, including those for newspapers, milk and other similar home deliveries shall be inconspicuously attached to the main dwelling.

3.12. Sidewalk Installation. It shall be a requirement that sidewalks, as approved by the County, be installed and constructed as a part of each Lot. Each Lot Owner shall be required to install such sidewalk within one (1) year from the date of purchase and closing of the Lot or at the time of construction of the dwelling, whichever time or event first occurs. If any violation of this section shall occur, then Declarant shall have the right, without notice to the Lot Owner, to cause said sidewalk to be constructed at the sole cost and expense of the Lot Owner and the expenses shall include construction costs plus twenty (20%) percent as and for contracting supervision and other related costs of Declarant.

3.13. Use of Front Yard. No portion of any Lot nearer to any street than the building set-back line or lines shown upon the Plat shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed, upon written approval of the ARC, as preventing the use of such portion of said Lots for walks, (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers, or ornamental plants, or for statuary, fountains and similar ornamentations, for the purposes of beautifying said Lot; but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof.

3.14. Tree and Dirt Removal, Landscaping. The digging or removal of any dirt from any Lot or other portion of the Subject Property, is prohibited except as necessary in conjunction with the landscaping or construction of approved improvements thereon. There shall be no removal of trees or clearing of a Lot, other than clearing of underbrush, until such time as the ARC has approved in writing a

general, conceptual landscape plan that designates specifically those existing trees to be retained and preserved on the Lot.

(a) Trees and Shrubs Required. The landscape of each Lot shall include a Treescape plan and Builder/Owner will be responsible for the planting of trees as specified. Each Lot Owner must install and brace a Queen Ann Palm Tree (14 to 16 feet in height). Tree must be placed in the front of the Lot, as part of the streetscaper plan before receiving a Certificate of Occupancy from the County. The trees used in landscaping other than the specified trees in the tree streetscape shall be chosen by the Builder/Owner and approved by the ARC and shall be a combination of tree styles and types, which comply with the County Landscape Ordinance and Governmental Regulations. After the ARC approves the landscaping plans that are implemented on the lots, no tree shall be cut without first obtaining the written consent of the ARC. As used herein the term "trees" shall mean and be defined as any tree eight (8) feet or greater in height.

(b) Sod. All Lots shall have entire sodded front, side and rear lawns of Floratam sod or such substitute sod as approved by the ARC, except in approved landscape areas as submitted on the landscape plan.

(c) Wells. Irrigation wells shall be set back from the front of the property and placed within landscaped screens so as not to be visible from any adjacent or neighboring property.

(d) Owner's Expense. Each Owner must submit a Lot landscape plan for approval by the ARC. The Owner shall, at his own expense, design and install all landscaping on the Lot in accordance with these provisions. If, within thirty (30) days of the time construction on a dwelling is completed, as evidenced by the issuance of a Certificate of Occupancy, the Owner has not installed landscaping, the Declarant or Association may, at the expense of the Owner, design and install all landscaping on the Lot, which expense shall constitute an Individual Assessment against the Lot. The Owner must maintain at his expense the landscaping on his Lot and on the right-of-way between his Lot and the street, including any trees. The ARC shall have the power to approve the modification of any landscaping plan for any Lot's landscaping plan.

(e) Artificial Vegetation. No artificial vegetation shall be permitted on the exterior of any building on any Lot.

3.15. Underground Utilities. All utility lines and facilities shall be located and installed underground or concealed under or within a building or other on-site improvements approved by the ARC; provided, however, that the foregoing

restriction shall not be deemed to prohibit the following: (a) temporary electric power and telephone service poles and water lines which are incident to the ongoing construction of approved permanent improvements, and, provided further, that the same are removed immediately following the completion of such construction; (b) above-ground electric transformers, meters and similar apparatus properly appropriately screened; (c) permanent outdoor safety light poles located and installed as approved by the ARC.

3.16. Cable Television System. Each single family residential dwelling shall include the installation necessary for individual cable television systems.

3.17. Setbacks.

(a) Building Location. Each dwelling unit or structure shall comply with the County setback requirements in effect at the time application is made to construct the dwelling unit or structure.

(b) Swimming Pool Location. A swimming pool or its patio, deck and enclosure may be constructed to within five (5) feet of a rear Lot line. A swimming pool may not be located in the front yard of any Lot, nor past the building on a side street Lot line. The Declarant or the ARC may approve in writing an alteration of the rear swimming pool setbacks as long as such alterations do not conflict with Indian River County regulations or any other governmental regulations.

(c) Outbuilding and Accessory Structures. All outbuildings or accessory structures shall be located within the building setback lines otherwise established for the main residential dwelling, unless otherwise approved in writing by the ARC and a waiver is approved by the County. Irrigation wells are limited to the back yard of a residence unless a written waiver is obtained from the ARC.

(d) Driveways and Walkways. Unless a waiver is obtained from the ARC in writing, driveways and sidewalks shall be of concrete material and shall conform to governmental regulations of the County.

3.18. Sales and Construction Office. That Declarant reserves, for itself, and any homebuilders within the Property, the exclusive right to erect, place and maintain a sales or construction office, in or upon any portion of the Subject Property as may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Property; provided, however, Declarant and any homebuilders within the Property desiring to construct such facilities must consult with the ARC with respect to the placement and design of the facilities prior to the construction or placement thereof. Such

facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

3.19. Damaged Buildings. Any building destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time and the land restored to an orderly and attractive condition. Any repair, rebuilding or reconstruction on account of casualty or other damage on any Lot or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the ARC.

## ARTICLE IV

### ARCHITECTURAL CONTROL

4.1. The Architectural Review Committee ("ARC"). The ARC shall be the Declarant or its authorized representative or representatives until the last Lot in Carriage Lake is sold by Declarant. Upon the sale of the last Lot by Declarant the ARC shall consist of three (3) persons appointed by the Board of Directors of the Association. Provided, however, that the Declarant shall be reinstated as the ARC upon annexation to the Subject Property of any additional residential property located adjacent to the Subject Property and subject to further cessation in accordance with the limitations in this Section 4.1.

4.2. Purpose. The ARC shall regulate the size, location, type, style of architecture, use, the materials of construction thereof, the color scheme thereof, the grading plan of the Lot including the grade elevation of said dwelling, the plot plan showing the proposed location of each dwelling upon said Lot, and the plan including the landscape plan and maintenance of said Lot and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The ARC may adopt architectural control criteria in the form of rules and regulations which implement its powers to control the design, construction and installation of building improvements, setbacks and landscaping on each Lot. The ARC may publish and modify such criteria from time to time.

4.3. Submission of Plans and Specifications. No building or other structure of any character shall be erected or placed, or the erection or placement thereof commenced upon a Lot, nor shall any other improvements be made unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the ARC. Such plans and specifications shall be submitted in two duplicate sets and shall be in such form and shall contain such information as may be required by the ARC. One (1) complete set of such plans and specifications shall be permanently lodged with the ARC.