

K. Private boat houses or docks are not permitted on any Lots.

L. Floritan Sod must be installed and fully irrigated.

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

8.1 Occupancy of Lots: Subdivision.

A. General. Each Lot shall be occupied by Owners and tenants and their family members and guests and employees, as a residence and for no other purpose, subject to any other provision in this Declaration and in the Rules and Regulations relating to use of the Lot.

B. Subdivision. No Lot may be subdivided into more than one Lot. Only entire Lots may be sold, leased or otherwise transferred.

8.2 Age. There is no age restriction in this Community.

8.3 Pets and Animals.

A. Owners and tenants are permitted to have pets and animals as a privilege, but only as follows:

1. Animals and pets shall be restricted to cats, dogs, birds and fish in reasonable numbers.
2. When outside of the Dwelling Structure, all dogs must be accompanied by an attendant who shall have such dog firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. No dogs shall be permitted to run at large outside the Lot.
3. The owner/custodian of each animal and pet and/or the individual walking same, shall be required to clean up after the pet/animal.
4. 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 Lot.
5. The pet/animal owner and the Owner of the Lot involved shall be strictly liable for damages caused by the pet/animal to the Properties.

6. Any pet/animal owner's privilege to have a pet/animal reside in the Community shall be revoked if the pet/animal shall create a nuisance or shall become a nuisance.

B. Exception. The provisions of this Section 8.3 shall yield where necessary to meet the needs of handicapped persons pursuant to fair housing laws.

8.4 Vehicles and Parking. The following restrictions apply irrespective of whether the Properties in question lies within areas owned by or dedicated to a governmental entity:

A. Prohibited Vehicles or Items. This Section A lists prohibited vehicles or items ("Prohibited Vehicles"), which are prohibited anywhere on the Property, except within the garage of a Dwelling Structure with the garage door closed, unless such vehicle or item is also listed in Section B below, in which case it shall not be prohibited outside of the garage: Motorcycles, dirt bikes or other two-wheeled motorized vehicles; mopeds and other self-powered bicycles; trucks, whether covered or uncovered, whether with a bed top or without; agriculture vehicles; dune buggies, swamp buggies and all terrain and off-road vehicles; any trailer or other device transportable by vehicular towing; semis, tractors or tractor trailers; buses; limousines; travel trailers; commercial vehicles as defined below; vehicles which are an eyesore; motorcycle delivery wagons; campers; recreational vehicles; mobile homes or mobile houses; truck mounted campers attached or detached from the truck chassis; motor homes or motor houses; motor vehicles not having any bodies whatsoever, or incomplete bodies; passenger automobiles that have been converted to a different type of motor vehicle by replacing the original body or by modifying the exterior of the vehicle; vehicles that are noisy, unsightly or junkers, or which have flat or missing tires; vans, unless permitted by Section 8.6 below; and boat and boat trailers; and other such motor vehicles.

B. Exceptions to A above. The following shall not be considered Prohibited Vehicles, subject to other provisions in this Declaration or in the Rules and Regulations of the Association not inconsistent with this Section 8.4:

1. Moving vans for the purpose of loading and unloading, but at no time during the hours of 5:00 p.m. to 8:00 a.m., nor from 5:00 p.m. Saturday to 8:00 a.m. Monday.

2. Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Property, 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, servicing the Property, regardless of classifications, during regular business hours and only for that period of time to render the service or delivery in question.
4. Vehicles for handicapped person, "handicapped" being defined by any fair housing law.
5. Police and Emergency vehicles.
6. Certain vans which are permitted. A two-axle van as defined below which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle, on both sides of the vehicle adjacent to the first row of seating, and also at least one set of windows on each side of the vehicle beyond the windows adjacent to the first row of seating.
7. A pickup truck is permitted, so long as it does not have a camper top or the like, and is not a commercial vehicle as defined below.

C. Classifications and Definitions.

1. The most current edition of the N.A.D.A. Official Used Car Guide ("Guide") shall determine the classification of whether a vehicle is in fact a truck or van. If the Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control.
2. If publication of the Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder. Except as otherwise provided as to certain vans under Subsection B.6 above, a State registration or title classification shall have no bearing on determination of the classifications under this Section 8.4.
3. A "commercial vehicle" shall mean any motor vehicle which has an outward appearance of being used in connection with business, (e.g., the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo). Actual use of the vehicle shall yield to its outward appearance. A vehicle with a covered sign or logo shall still be considered to be a commercial vehicle. A vehicle with a removable sign or logo shall not, with the sign/logo removed, be considered to be a commercial vehicle unless it

meets the definition of "commercial vehicle" even without the sign or logo.

4. A "truck" shall mean any motor vehicle which is classified as a truck in accordance with Subsection C.1 above.
5. A "van" shall mean any motor vehicle which is classified as a truck in accordance with Subsection C.1 above, and which is recognized by the manufacturer to be a type of a van, and which has two (2) axles.

D. The following additional regulations apply:

1. No repair (including changing of oil) of a vehicle shall be made on Properties except for minor repairs necessary to permit removal of a vehicle. Washing, waxing, or the changing of tires of a vehicle is permitted.
2. No motor vehicle which is of the type of vehicle which is unregistrable shall be driven or operated on any of the Property at any time for any reason.
3. No motor vehicle, including moving vans, shall be parked at any time on the grass/swales of the Property (except for landscaping equipment at the direction of the Board of Directors).
4. Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited.
5. No vehicle shall be parked such that it blocks any sidewalk, except where otherwise necessary by moving vans and then only for loading and unloading.
6. All vehicles must be in working order; no vehicles on blocks, jacks or ramps, shall be permitted.

E. Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes and applicable County Ordinances, as amended from time to time, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from the Property, the Association shall have the power and right to have the vehicle towed away at the vehicle owner's expense.

- F. 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 8.4 by injunctive and other relief through the courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles of Incorporation and 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 8.4.

8.5 Nuisances, Ordinances and Laws. No Owner, Occupant or Guest shall use any of the Properties, or permit same to be used, in any manner which is unreasonably disturbing, detrimental or a nuisance to the Owner(s), Occupant(s) and Guest(s) of other Lot(s), or which would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the Properties to be used in a disorderly or unlawful way, nor which will produce an insurance risk for the Association or other Owners or Occupants. The use of each Lot 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. No inflammables shall be stored anywhere on the Properties. Televisions, radios and musical instruments may only be used at such times and at such volume so as not to create a disturbance for other Owners and Residents.

8.6 Signs. No signs of any type shall be maintained, kept or permitted on any of the Properties, including Lot (interior or exterior) such that they may be viewed from the Common Area or other Lots; provided however, that the following shall not violate this Section 8.6:

- A. Official notices of the Association;
- B. Signs on permitted vehicles under Sections 8.4.8 (1), (2), (3) and (5) above; and
- C. Vehicle bumper stickers and parking decals which do not indicate any Lot is for sale or for rent; and one sign advertising the vehicle for sale.

8.7 No Business Activity. No business or commercial activity or enterprise of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on the Properties, including Lots; provided, however that the following shall not violate this Section 8.7:

- A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall not be permitted, irrespective of whether same is a home occupation.
- B. The practice of leasing Lots.

C. The business of operating the Association.

8.8 Trash and Garbage. No trash shall be discarded on any part of the Properties except in garbage receptacles, which may not be placed out for collection before sundown on the day before collection. All garbage and rubbish (excluding glass and newspapers) must be securely tied in plastic bags before being placed in garbage receptacles. Glass, newspapers and other recyclables shall be placed in separate receptacles supplied by the Owner or collection authorities. The foregoing is subject to any regulations and policies of the collection authorities and Rules and Regulations of the Association.

8.9 Solicitation. No business solicitation whatsoever shall be permitted in the Community, whether or not such solicitation is for the benefit of a non-profit organization, whether in person or by hand delivery of letters, without the permission of the Board of Directors of the Association. This shall not preclude an owner from inviting a person or firm to enter the Community for the purpose of contracting business with the Owner.

8.10 Leasing of Lots with Dwelling Structures.

A. **General.** An Owner may lease only his entire Lot, and then only in accordance with the Declaration, without the need for Association approval. However, each Owner shall be required to advise the Association of any lease or change in occupancy, and the Association shall be permitted to adopt a form for the Owner and/or lessee to execute providing reasonable information relating to same.

B. **Contents of Lease Agreement.** Every lease, whether oral or written shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

1. The lessee and all occupants shall abide by all provisions of the Governing Documents and reasonable Rules and Regulations, as amended from time to time, and the failure to do so shall constitute a material default and breach of the lease.

2. Any assessments or Charges, together with interest, late fees, costs and attorneys' fees, due and owing by the Owner/landlord shall be paid by the lessee directly to the Association, so long as the Association notifies the Owner/landlord and lessee of such sums due and owing, and lessee shall not be in breach of the lease for making such payments and deducting same from the rent due and owing to the landlord; the foregoing shall not change the fact that the Owner shall remain primarily liable for the payment of any and all such sums to the Association until same are paid in full.

3. The parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and reasonable Rules and Regulations, as amended from time to time.
- C. Subleasing: Renting Rooms. Subleasing of a Lot shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Lot. The intention is that only entire Lots may be rented, and Lots may not be sublet.
- D. Frequency of Leasing. No lease shall be made more often than twice in any 12 month period. For purposes of calculation, a lease shall be considered as made on the first day of the lease term.
- E. Lease Terms. The minimum permitted lease term shall be six months and the maximum permitted lease term shall be 12 months.

8.11 Ownership Transfer of Ownership Lots. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Lots, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Lot shall be subject to the following provisions so long as the Community exists, which provisions each Owner of a Lot agrees to observe.

- A. Forms of Ownership.
 1. General. Except as otherwise provided in this Section 8.11, there is no limit as to how a Lot may be owned.
 2. Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 8.11.8 below. In that event, the life tenant shall be the only Association member from such Lot, and the occupancy of the Lot shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and Charges against the Lot. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners.

- B. Transfer of Ownership of Lots. Owners may transfer title to Lots without the need for Association approval. However, each Owner shall be required to advise the Association of any transfer of ownership, and the Association shall be permitted to adopt a form for the Owner and/or purchaser/new owner to execute providing reasonable information relating to same.

8.12 Antennae, Aerials and Satellite Dishes. No antennae, aerial or satellite dish shall be placed anywhere on the Properties such as same may be viewed from the exterior of Lot, except as shall be expressly permitted by rules adopted or to be adopted by the Federal Communications Commission pursuant to the Telecommunications Act of 1996. To the extent not prohibited by the Federal Communications Commission, the Architectural Committee shall be permitted to dictate the placement, type of screening and color of the antennae/satellite dish.

8.13 Solar Panels. Solar panels shall be permitted only as required by F .S. 163.04, as amended from time to time, and to the extent not prohibited by said statute, the ARB shall be permitted to dictate the placement, screening and color of same.

8.14 Laundry. No portion of the Properties shall be used for the drying or hanging of laundry, unless such laundry is adequately screened from public view, so that the laundry is not visible from any Lot; the foregoing is subject to F .S. 163.04, as amended from time to time.

8.15 Storms. Dwelling Structures may be boarded up or hurricane shutters closed only upon the issuance of a tropical storm or hurricane watch, which boarding must be removed or hurricane shutters opened within 24 hours after the storm danger has passed.

8.16 Garages. No garage shall be permanently enclosed or converted without the prior written approval of the ARB. The doors of all garages shall be kept in a useful operating condition and shall be closed, except as needed for ingress and egress. No ventilation grills or other openings of any kind shall be made in any garage door. No garage may be used as living space, with garage use to be limited to storage and/or the parking of vehicles, trailers or boats.

8.17 Air conditioners. Window or wall-mounted air conditioning units are prohibited.

8.18 Newspapers. No Owner or resident shall install or maintain any newspaper box on the Properties. All newspapers delivered to a Lot shall be brought inside daily and shall not be permitted to accumulated on any Lot or common area.

8.19 Developer Rights. The applicability of Section 8 is limited by and subject to the paramount provisions of Section 12 below.

Section 9 INSURANCE AND CASUALTY. The insurance which will be carried upon the Properties in the Community shall be governed by the following provisions.