

South Lakes Rules & Regulations

ARTICLE VIII
RESTRICTIONS

Section 1. Residential Use: The Properties subject to these covenants and restrictions may be used for residential Living Units and for no other purpose except that Developer may use one or more Lots for sales offices or model homes, and further:

No business or commercial building may be erected on any Lot and no business, except for two (2) garage sales per year, may be conducted on any part thereof. No building or other improvements shall be erected, altered, or improved upon any Lot without the prior ARC approval thereof as elsewhere herein provided. When the construction of any building is once begun, work thereon must be completed within one (1) year.

No outbuilding shall be used for rental purposes separately from the principal structure on the Lot.

Hurricane shutters may only be installed not more than 5 days before a hurricane or windstorm and must be removed within 5 days after each hurricane or windstorm.

Section 2. Pets: No animals, livestock, birds, or fowl shall be kept, bred, raised or maintained on any part of the Property or any Lot except dogs, cats and pet birds which may be owned in reasonable numbers as pets of the occupants, but not for any commercial use or purpose. All animals must be kept on a leash or restrained when they are outside the Owner's premises or Living Unit and must not become a nuisance to other Members or residents. No animal enclosure shall be erected without the approval of the ARC. All pets must be kept under control at all times and must not become a nuisance by barking or other acts. Parrots and

COPY

Mynah birds will be permitted only if kept in air-conditioned homes with the windows closed.

Section 3. Clothes Drying Area: There shall be no clotheslines or drying yards on any part of the Property or any Lot.

Section 4. Trucks and Other Vehicles: Only four-wheel passenger vehicles (including pickup trucks smaller than 1 ton) shall be parked upon any Lot, except service or construction companies using trucks in the normal course of their business, nor shall any maintenance or repair be performed upon any motor vehicle upon any Lot. All other types of vehicles must be kept inside an enclosed garage, i.e., pickup trucks 1 ton or larger, trucks of commercial usage, motor homes, R.V.s, and trailers. No heavy equipment, except during construction, shall be kept, stored, or parked on any Lot.

Section 5. Boats: No boats shall be allowed on the Property or any Lot except within enclosed garages.

Section 6. Signs: No sign of any kind shall be displayed to the public view of any Lot. This Section shall not apply to the Developer or its designees.

Section 7. Condition of Lots Prior to Construction: Vacant Lots must be mowed and/or properly maintained in accordance with the Architectural Planning Criteria.

Section 8. Condition of Lots: Upon construction of a dwelling, all Owners shall maintain lawns and grounds in a manner in keeping with good husbandry and the general character of the other Lots in the subdivision and in accordance with the Architectural Planning Criteria.

- A) All Lots must be mowed and properly maintained to avoid unsightly appearance.
- B) No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere or any Lot at any time.
- C) In the event that any Owner shall fail or refuse to keep his Lot in accordance with this Declaration or the Architectural Planning Criteria, then after fifteen days written notice, the Association may enter upon said Lot and remove the same at the expense of the Owners, and such entry shall not be deemed a trespass.
- D) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, including vacant Lots. Each vacant Lot must be mowed of underbrush, regularly, and at no time may growth thereon exclusive of trees, exceed twelve (12) inches in height. Should there be a failure to comply with this requirement, then Developer or Association may clean and mow any Lot and the cost of the work shall be paid by the Lot Owner and payment secured by a lien on the Owner's Lot enforceable in the manner provided by law for the enforcement of mechanics' or construction liens.

COPY

Section 9. Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Garage doors must not remain open.

Section 10. Oil: No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, gas or oil tanks, mineral excavations or shafts be permitted upon or any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be permitted above or below the surface of a Lot except as such underground tanks required for heating, cooking, or air conditioning.

Section 11. Temporary Structures: No structure or object of a temporary character such as, but not limited to, house trailers, campers, vans, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Properties or any Lot except in accordance with this Declaration and the rules and regulations of the Association. This restriction shall not apply to temporary structures used by the Developer or the Association.

Section 12. Rules and Regulations: No person, Owner or Member shall use the Common Properties, the Properties any Lot or Living Unit, in any manner contrary to, or not in accordance with, the rules and regulations which may be promulgated by the Association from time to time.

ARTICLE IX
ENFORCEMENT

If the Owners of the Properties or any Lot covered hereby or any other person or persons or any of them or any of their heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any Properties or any Lot situated herein, the Association or the Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them by injunction from doing or continuing to do such acts and/or to recover damages, court costs, enforcement costs, interest, and attorneys fees and other dues for such violations.

It is expressly understood and agreed that all costs, including reasonable attorney's fees including appeal, incurred by any moving part in any legal proceedings which results in the successful enforcement and/or restraint by injunction or otherwise of any covenants or restrictions contained in this Declaration shall be borne in full by the defendants in such proceedings.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System.

The remedies and rights provided for in this Article XI shall be in addition to such other rights and remedies set forth in this Declaration or available as a matter of statute, general law and equity.

COPY

LANDSCAPE REQUIREMENTS

The mission of South Lakes will be to keep and preserve existing natural beauty and plant life. The following requirements will be used only as a guideline. **ALL LANDSCAPE AND CLEARING PLANS MUST BE APPROVED BY THE ARC.**

- A) Each home shall have a minimum of 6 trees. A minimum of two Live Oak Trees, 12 to 14 feet high with a 2 inch caliper not closer than 15 feet or further than 20 feet from the back of curb at least 25 feet apart. Two trees may be any canopy variety, 12 to 14 feet high with a 2 inch caliper planted any where on the Lot at the discretion of the ARC. The last two trees may be palm trees 12 to 14 feet high planted any where on the Lot at the discretion of ARC. This requirement may be modified at the discretion of the ARC based on a survey of the existing trees on the Lot. Lot Owners must maintain minimum landscaping as originally installed.
- B) Total Lot area including road right-of-way and to the edge must be sodded or landscaped.
- C) Automatic irrigation systems are required.
- D) All sod must be St. Augustine, Floratam.
- E) Front yards must have a minimum of 250 square feet of planter beds.
- F) Two (2) palm trees, six (6) foot minimum trunk height must be planted on each Lot within fifteen (15) feet of the water edge. This requirement may be modified at the discretion of the ARC based on a survey of the existing trees on the Lot. Bald cypress trees are not permitted.

ARCHITECTURAL REVIEW COMMITTEE (ARC)

- A) Purpose
The ARC does not seek to restrict individual taste or preferences. In general, its aim is to avoid harsh contrasts in architectural themes and maintain harmony between all residences and to preserve and enhance values of the Properties.
- B) Scope of Responsibility
The ARC has control over all construction within the Lots. All construction must first be approved by the ARC.
- C) Enforcement Powers
Should an architectural violation occur, the ARC or the Association has the right to injunctive relief to require the Owner to stop, remove, and or alter any improvement in a manner, which complies with the standards established by the ARC. Approval by the ARC does not relieve the Owner of his/her obligation to receive any additional governmental approvals, if required.
- D) Limitation of Responsibilities
The primary goal of the ARC is to review the application, plans, specifications, materials and samples to determine if the proposed improvements, landscaping and structures conform to the design criteria and guidelines as set forth by the ARC and the Association. The ARC does not assume responsibility for such things as structural adequacy, conformance with local or state building codes, safety requirements, or governmental laws and ordinances.

COPY

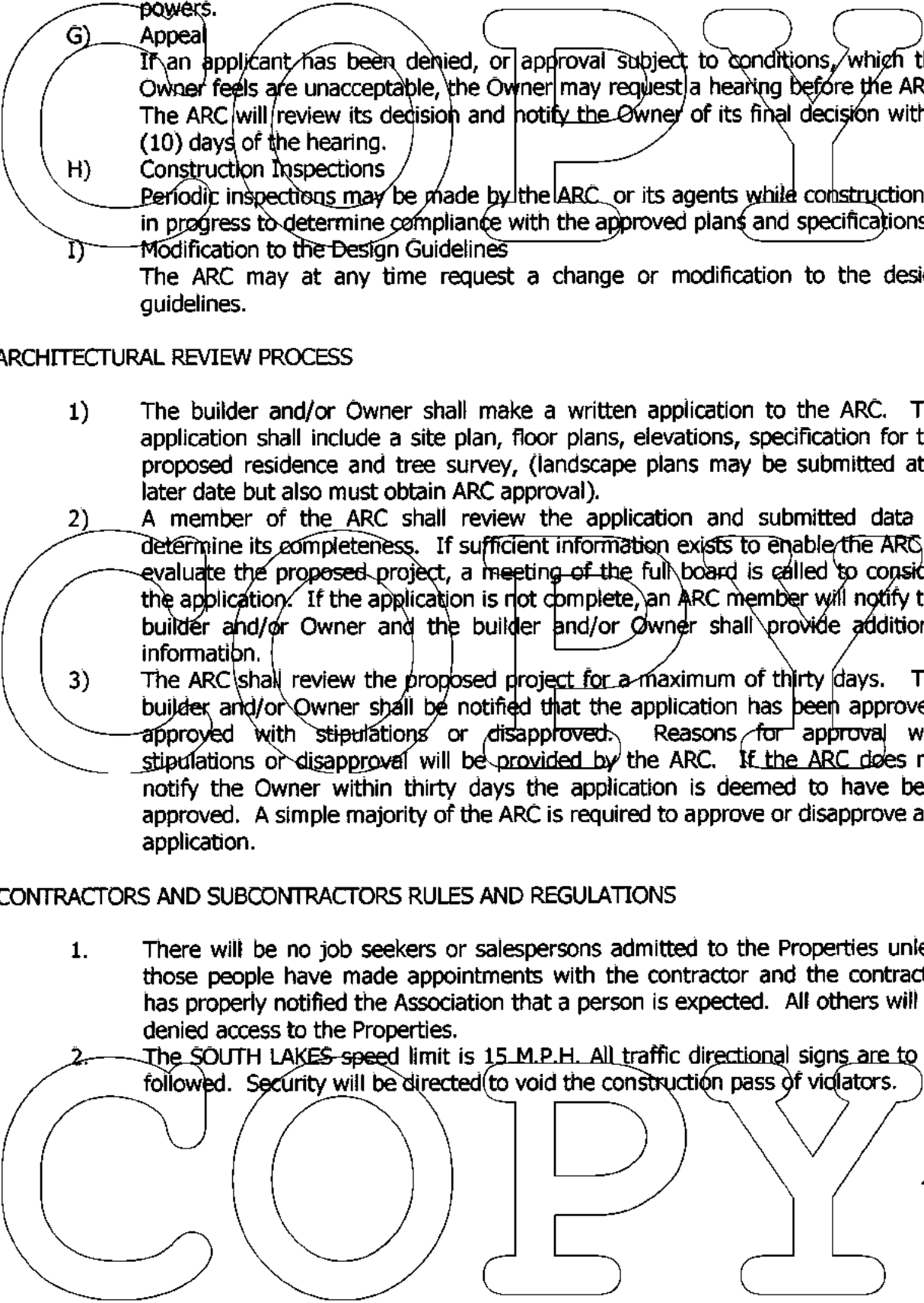
- E) Committee Members
The ARC shall consist of individuals appointed by the Board of Directors of the Association.
- F) Variances
All variance requests pertaining to an ARC decision must be made in writing to the ARC. Any variance granted shall be considered unique and will not set any precedent for future decisions or constitute a waiver of ARC's enforcement powers.
- G) Appeal
If an applicant has been denied, or approval subject to conditions, which the Owner feels are unacceptable, the Owner may request a hearing before the ARC. The ARC will review its decision and notify the Owner of its final decision within (10) days of the hearing.
- H) Construction Inspections
Periodic inspections may be made by the ARC or its agents while construction is in progress to determine compliance with the approved plans and specifications.
- I) Modification to the Design Guidelines
The ARC may at any time request a change or modification to the design guidelines.

ARCHITECTURAL REVIEW PROCESS

- 1) The builder and/or Owner shall make a written application to the ARC. The application shall include a site plan, floor plans, elevations, specification for the proposed residence and tree survey, (landscape plans may be submitted at a later date but also must obtain ARC approval).
- 2) A member of the ARC shall review the application and submitted data to determine its completeness. If sufficient information exists to enable the ARC to evaluate the proposed project, a meeting of the full board is called to consider the application. If the application is not complete, an ARC member will notify the builder and/or Owner and the builder and/or Owner shall provide additional information.
- 3) The ARC shall review the proposed project for a maximum of thirty days. The builder and/or Owner shall be notified that the application has been approved, approved with stipulations or disapproved. Reasons for approval with stipulations or disapproval will be provided by the ARC. If the ARC does not notify the Owner within thirty days the application is deemed to have been approved. A simple majority of the ARC is required to approve or disapprove any application.

CONTRACTORS AND SUBCONTRACTORS RULES AND REGULATIONS

1. There will be no job seekers or salespersons admitted to the Properties unless those people have made appointments with the contractor and the contractor has properly notified the Association that a person is expected. All others will be denied access to the Properties.
2. The SOUTH LAKES speed limit is 15 M.P.H. All traffic directional signs are to be followed. Security will be directed to void the construction pass of violators.



3. Contractors must confine their activities to the Lot under construction. All vacant Lots are private property and unless permission has been obtained, in writing, from the Owner with a copy to Association, any use of such Lots is prohibited. Association will not be responsible for vacant Lots, but will call the proper authorities if trespassing is observed.
4. No fill, construction materials or trash may be dumped or stored on adjacent Lots.
5. Construction sites must be kept neat. There will be no burning of trash. Each site will also be furnished with a "Port-O-Let" or like equivalent.
6. No dogs will be permitted in or about the Properties other than those owned by Lot Owners.
7. No sub-contractors signs may be placed on construction sites.
8. Any damages to adjacent Lots, especially swales, must be repaired by the contractor, regraded and reseeded.
9. Parking is permitted during construction on the road right-of-way. No overnight parking vehicles or construction equipment is permitted without approval.
10. Each contractor, prior to commencement of construction, is to ascertain from the appropriate authority the exact location of all underground public utilities. Such utilities are to be effectively marked with flags and/or paint in order that service to adjacent Lots will not be disrupted by construction.
11. All contractors must carry liability insurance, workers compensation insurance and must be appropriately licensed.
12. Each contractor will be required to meet with a designated member of the Association prior to the start of construction to review all aspects of the project, including its impact on the community.
13. The Association reserves the right to deny the services of any contractor who previously has not been in compliance with the foregoing.
14. No load radios, phonographs or tape decks are permitted.
15. No construction work of any kind will be permitted on Sundays or holidays. Saturday work will be permitted only with approval of Association. Work may not begin before 7:30 AM and all employees must be off the Lot by no later than sunset.
16. Heavy vibrating taping roller equipment may not be used for compacting fill.
17. Vehicles with noisy mufflers will not be admitted.
18. Turning around in Lot Owner's driveways will not be permitted.
19. The following will also not be permitted:
 - a) Drinking of alcoholic beverages.
 - b) Firearms.
 - c) Fishing.
 - d) Illegal Drugs.
 - e) Lewd, obnoxious or offensive language or acts.

COPY