

SPECIFIC RESTRICTIONS

IN ADDITION TO THE SPECIFIC RESTRICTIONS SET FORTH HEREIN, THE OWNERS SHALL ADHERE TO THE RESTRICTIONS CONTAINED IN THE MASTER DECLARATION AND ANY AND ALL RULES AND REGULATIONS PROMULGATED BY THE MASTER ASSOCIATION PURSUANT TO THE PROVISIONS OF THE MASTER DECLARATION. IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN ANY OF THE SPECIFIC RESTRICTIONS SET FORTH IN THIS DECLARATION AND THE RULES AND REGULATIONS OF THE MASTER DECLARATION OR IMPOSED BY THE MASTER ASSOCIATION THE MORE STRINGENT SHALL CONTROL.

Section 1. Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the occurrence of any ~~unclean~~ clean, unsightly or unkempt condition of Buildings or grounds on his Lot which shall ~~tend to~~ substantially decrease the beauty of the Subdivision as a whole or the specific Lot.

Section 2. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any front street or side street or any adjacent or abutting property and are hereby restricted to the areas between the rear Lot line and the rear yard line and, in the cases of Lots bordering a side street, to that portion of the aforescribed area which is not between the side street and the side Lot line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes

Section 3. Window Air Conditioning Units. No window or through-the-wall air conditioning units shall be permitted. No Building or Unit shall have any aluminum foil or other reflective material in any window or glass door.

Section 4. Vehicles and Repair. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the Subdivision. All vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, shall be parked, stored or located upon any Lot at any time. No portion of the Common Area may be used for parking of such inoperative vehicles.

Section 5. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for purposes of construction on such Lot, and shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 6. Vegetable Gardens. No vegetable gardens shall be permitted.

Section 7. Building Requirements. Only single family attached homes shall be constructed in the Subdivision. No Unit shall be constructed of such dimensions that the living area (which excludes garage, patios or other appurtenances which are not customarily considered to be "living area") is less than one thousand (1000) square feet.

Section 8. Fences. No fences shall be erected on any Lot.

Section 9. Ramps. No skateboard or bicycle ramp or similar structure shall be used, permitted or maintained on any Lot or the Common Property.

Section 10. Swimming Pools. No swimming pool may be constructed on any Lot, except the pool located within or to be constructed within the Pool and Cabana Area.

Section 11. Utility Easements. Easements for installation and maintenance of utilities and cable television (if any) are reserved as shown on the Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or cable television or which may impede the flow of water through drainage channels in the easements except as a part of the Stormwater Management System. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utilities company is responsible.

Section 12. Easements for Access and Drainage. Easement for maintenance and operation of Surface Water or Stormwater Management Systems are reserved as show on the Plat. The Association shall have a perpetual access over all such easement areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. The Association shall have the right to enter upon any portion of any lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the South Florida Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the South Florida Water Management District. Nothing contained herein shall operate to create an easement other than those depicted on the Plat.

Section 13 Land Use and Building Type. No building constructed on a Lot (except for model lots) shall be used except for residential purposes.

THE OPERATION OF A CONDOMINIUM, COOPERATIVE, VACATION CLUB, TIMESHARING, FRACTION-SHARING OR SIMILAR PROGRAM WHEREBY THE RIGHT TO EXCLUSIVE USE OF THE UNIT ROTATES AMONG PARTICIPANTS IN THE PROGRAM ON A FIXED OR FLOATING TIME SCHEDULE OVER A PERIOD OF YEARS SHALL BE PROHIBITED. FURTHER, AN OWNER SHALL ONLY BE ENTITLED TO ENTER INTO RENTAL AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OF THE MASTER DECLARATION.

Temporary uses by Declarant and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be subject to approval and permitting by the County, and shall be otherwise permitted until permanent cessation of such uses takes place. In addition to the requirements of the Master Declaration, no changes may be made in buildings erected by the Declarant or its affiliates (except if such changes are made by the Declarant) without approval and permit issued by the County. If the real property upon which the said building(s) proposed to be changed has been annexed into a municipality, then approval and a permit must be obtained from the annexing municipality instead of the County.

Section 14 Condition and Construction. All Lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereof. Every building, structure or other improvement, the construction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction or placement until the same shall be fully completed, except to the extent prevented by strikes, lockouts, ~~beycotts~~, the elements, war, inability to obtain materials, acts of God, or similar causes.

Section 15 General. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its successors or assigns or its or their contractors, or subcontractors, from doing or performing on all or any part of the Lots or properties owned or controlled by Declarant, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connect with the completion of the development, including without limitation:

a. erecting, constructing, and maintaining thereon, such structures as may be reasonably necessary for the conduct of Declarant's business of completing the development and establishing the Subdivision as a residential community and disposing of the same by sale, lease or otherwise; or

b. conducting thereon its business of completing the development and establishing the Subdivision as a residential community and disposing of the properties by sale, lease or otherwise; or

c. maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Lots.

Section 16 Insurance. Nothing in this Declaration shall be construed to permit, and no person other than the Owner of a Lot, or the mortgagee where permitted by the mortgage, shall have the right to place hazard or liability insurance for that Lot.

Section 17. Mailboxes. Mailboxes shall be installed by Declarant and thereafter maintained and replaced by the Association. All mailboxes and posts shall be uniform in design, components, and construction and shall be in conformance with the requirements of the Master Declaration, including but not limited to compliance with the Harmony Code and architectural approval. Owners shall not be entitled to install any mailbox on any Lot.

Section 18. Security Bars. No security bar system may be installed on any window or door of any Unit within the Property.

SPECIAL RESTRICTIONS
AFFECTING COMMON AREA

Section 1. General Intent. It shall be the intent and purpose of this Declaration and these restrictions and covenants to maintain and enhance the Common Area. It shall be the further intent and purpose of the Declaration and these restrictions and covenants to protect any natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wildlife, game and migratory birds.

Section 2. Buildings. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on the Plat as a Common Area; and likewise, no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on the Plat as Common Area.

Section 3. Trash. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive materials shall be placed upon the Common Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as a Common Area.

Section 4. Control of Pets. Authorized pets shall only be walked or taken upon those portions of the Common Area designed by the Sub-Association from time to time for such purposes, and such pets shall be on a leash under Owner control. In no event shall said pets be allowed to be walked or taken on or about any conservation area, as such is defined by Declarant, the Master Association or Master Declarant, contained within the Subdivision.

Section 5. Access to Restricted Common Area. Owners, their families and guests shall not enter into any restricted common area dedicated for conservation purposes ("Restricted Common Area"), except and unless a trail, path, or boardwalk has been constructed by the Declarant, or the Sub-Association as provided for above, in which case any person entering into a Restricted Common Area shall remain on such trail, path, or boardwalk and shall not disturb or disrupt the natural vegetation or wildlife. The foregoing shall not obligate the Declarant, or the Sub-Association to construct any trail, path, or boardwalk or similar feature upon the Restricted Common Area. Further, no such trail, path, or boardwalk shall be created, unless first approved and permitted by the County.

ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein any and all Rules and Regulations which from time to time may be adopted by the Board of Directors of the Sub-Association without the necessity of being recorded in the public records.

Section 2. Enforcement. The Sub-Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Sub-Association or by any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter. If and as permitted by applicable Florida law, the Sub-Association shall have the right to suspend voting rights and use of Common Area (except for legal access) of defaulting Owners. The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

Section 2.1. The South Florida Water Manager District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System.

Section 3. Fines and Penalties. In addition to all other remedies, fines may be imposed upon an Owner, voting rights of an Owner suspended and rights of the Owner and its guest to use of common areas, excluding those necessary for access, suspended for failure of an Owner, his family, guests, invitees or employees, to comply with this Declarations or any covenant, restriction, Rule or Regulation, provided the following are adhered to:

a. Notice. The Sub-Association shall notify the Owner of an alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee appointed by the Board of Directors (herein, the "Committee") at which time the Owner shall present reasons why penalties should not be imposed. At least fourteen (14) days' notice of such meeting shall be given. The Committee shall consist of three (3) or more Member appointed by the Board of Directors of the Sub-Association. The members of the Committee shall be appointed by the Board of Directors of the Sub-Association, but shall not be Officers, Directors or employees of the Sub-Association and shall not be related by blood or marriage to any Director, Officer or employee. Fines and/or penalties may only be imposed by a majority vote of the Committee.

b. Hearing. The alleged non-compliance shall be presented to the Committee after which the Committee shall hear reasons why fines and/or other penalties should not be imposed. A written decision of the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Committee's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

c. Penalties. The Committee may impose fines against the Lot owned by the Owner for an amount equal to \$100.00 per day for each day an Owner allows a violation to exist which fine shall not exceed \$5000.00 in the aggregate.

d. Payment of Penalties. Fines shall be paid not later than ten (10) days after notice of the imposition or assessment of the penalties. Once paid, all rights of the Owner and their guest shall be deemed reinstated.

e. Collection of Fines. Fines shall be treated as special assessments subject to the provisions for such assessments provided for in Article V as modified herein.

f. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

g. Non-exclusive Remedy. These fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Sub-Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Sub-Association may otherwise be entitled to recover by law from such Owner.