

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. Units. Each Unit shall be occupied by no more than the number of occupants authorized by local zoning codes or regulations. No business or commercial activity shall be conducted in or from any residential Unit. This restriction shall not be construed to prohibit any residential Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Unit. Such uses are expressly declared customarily incident to residential use.

THE OPERATION OF A, 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 units, 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.

Section 2. Nuisances. No Owner shall use his Unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential Condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each Unit shall be consistent with existing laws and Condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

Section 3. Window Air Conditioning. 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 the Common Elements or Limited Common Elements, including the streets, covered or uncovered parking. 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 at any time on the Common Elements, Limited Common Elements, including the streets, covered or uncovered parking.

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 Common Element or Limited Common Element.

Section 6. Utility Easements. Easements for installation and maintenance of utilities and cable television (if any) are reserved. 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.

Section 7. 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.

Section 8. Security Bars. No security bar system may be installed on any window or door of any Unit within the Property.

Section 9. 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 of a Unit and the rear yard line and, in the cases of Units bordering a side street, to that portion of the aforescribed area which is not between the side street and the side Lot line of the Unit. 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 10. Vegetable Gardens. No vegetable gardens shall be permitted.

Section 11. Fences. No fences shall be erected on the Condominium Property.

Section 12. Ramps. No skateboard or bicycle ramp or similar structure shall be used, permitted or maintained anywhere on the Condominium Property.

Section 13. Condition and Construction. All Units, 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 Unit, 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, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes.

Section 14. 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 Units 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 condominium and disposing of the same by sale, lease or otherwise; or

- b) conducting thereon its business of completing the development and establishing the Condominium 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 Units.

Section 15. 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 Unit 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.

SPECIAL RESTRICTIONS AFFECTING COMMON ELEMENTS

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 Elements.

Section 2. Trash. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive materials shall be placed upon the Common Elements or Limited Common Elements, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as a Common Elements or Limited Common Elements.

Section 3. Control of Pets. Authorized pets shall only be walked or taken upon those portions of the Common Elements designed by the 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 or D.R. Horton, the Master Association or Master Declarant, contained within the Condominium.

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 Association without the necessity of being recorded in the public records.

Section 2. Enforcement. The 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 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 Association shall have the right to suspend voting rights and use of Common Elements (except for legal access) of defaulting Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

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 Elements, 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 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 Association. The Members of the Committee shall be appointed by the Board of Directors of the Association, but shall not be Officers, Directors or employees of the Association and shall not be related by blood or marriage to any Director, Officer or employee. Fines and/or penalties my

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 Unit 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 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 Association may otherwise be entitled to recover by law from such Owner.