

12.1.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed at a minimum of three (3) times a year during the following months: February, June and October.

12.1.7 Irrigation. Owners shall be responsible to irrigate grass. As it is not anticipated that a sprinkler system will be included in Lots, Owners shall use their hose or other devices to irrigate grass and landscaping. Owners shall comply with all local water use restrictions.

12.1.8 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

12.1.9 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

12.1.10 Right of Association to Enforce. Each Owner grants Association an easement over his or her Home for the purpose of insuring compliance with the requirements of this provision and the Lawn Maintenance Standards. In the event an Owner does not comply with this Section, Association may perform the necessary maintenance to the lawn and charge the costs thereof to the non-complying Owner as an Individual Assessment. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, pre-trial and at all levels of proceedings, including appeals.

12.1.11 Driveway and Sidewalk Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway which comprises part of a Home and the sidewalk abutting the front Lot or side of the Home including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

12.2 Swale Irrigation. Each Owner shall be fully responsible for irrigating the swale area between their respective Lot and any adjacent road. This obligation shall remain effective and required irrespective of whether the Association is obligated to perform other maintenance of the swale areas.

12.3 Painting. Homes shall be repainted by each Owner, at such Owner's sole cost and expense, within forty-five (45) days of notice by the Association, and shall be so painted in a color approved by the ACC. In the event an Owner fails to repaint their Estate Home within the above referenced time frame, Association may, but shall not be obligated to, repaint such Owner's Estate Home and the costs of same shall be charged as an Individual Assessment to the Owner whose Home is repainted.

12.4 Pest Control. Each Owner shall be fully responsible for the pest control relative to its Lot/Home. Additionally, upon notice from the Association, an Owner shall take such pest control measures as are deemed reasonably necessary by the Association.

13. Use Restrictions. In addition to use restrictions in the Master Declaration, each Owner must comply with the following:

13.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. Some alterations may be prohibited until following the Community Completion Date.

13.2 Animals. No animals of any kind shall be raised, bred or kept within Alicante at Altamira for commercial purposes. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. By way of example, and not of limitation, aggressive behavior by an animal towards other people and/or other pets shall be deemed a nuisance. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. Notwithstanding the foregoing, where the Board reasonably believes necessary, the Board may demand the immediate removal of any animal that has attacked or demonstrated highly aggressive behavior towards people or other pets. All pets shall defecate only in the "pet walking" areas within Alicante at Altamira designated for such purpose, if provided by Association, or on that Owner's Lot. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet.

Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

13.3 Cars and Trucks.

13.3.1 Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. Vehicles may not be parked in any landscaped or grass areas of the Common Areas or a yard. No vehicles of any nature shall be parked on any portion of Alicante at Altamira or a Lot or yard, except on the driveway parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in Alicante at Altamira except during the period of a delivery. Personal street vans, personal trucks, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Alicante at Altamira. If at any time parking is permitted in the streets within Alicante at Altamira, such street parking shall be limited to one side of the street. It is not anticipated that there will be guest parking spaces in Alicante at Altamira.

13.3.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within Alicante at Altamira for more than twenty-four (24) hours unless the same is stored in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Alicante at Altamira. No vehicles shall be stored on blocks. Tarpaulin covers on vehicles shall not be permitted without ACC approval.

13.3.3 Prohibited Vehicles. No recreational vehicles, commercial vehicle, limousines, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Alicante at Altamira except in the garage of a Home. Notwithstanding the foregoing, so long as a Home has a fence which has been approved by the ACC, a boat and/or boat trailer, may be kept within the fenced yard of such Home. The term commercial vehicle shall not be deemed to include law enforcement vehicles or standard SUVs (*i.e.*, Broncos™, Blazers™, Explorers™, Navigators™, *etc.*) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Homes, Common Areas, or any other Alicante at Altamira facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Alicante at Altamira. For any Owner who drives an automobile issued by the County or other governmental entity (*i.e.*, police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently. No vehicle with expired registration or license plates may be kept within public view anywhere on Alicante at Altamira. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this Declaration or in the Rules and Regulations now or subsequently adopted may (without obligation) be towed by Association at the sole expense of the owner of such vehicle. Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing. Notwithstanding the foregoing, each Owner acknowledges that such Owner and its family, guests, tenants, and invitees shall abide by all parking regulations issued by the local governing authority having jurisdiction.

13.3.4 Rules Regarding Boat and Boat Trailer Storage. No more than one (1) boat may be stored in a yard. No boat which is stored in the yard of a Home may extend higher than fourteen (14) feet from the ground. All boat owners shall be responsible for any damage to any Common Areas which in any way results from such owner's storage of such boat within Alicante at Altamira. In addition to the foregoing, any owner desiring to store a boat within Alicante at Altamira must provide the Association with proof of insurance for their respective boat(s). Inoperable and/or unseaworthy boats may not be stored or parked in Alicante at Altamira. No repairs to any boat(s) may be performed within Alicante at Altamira. No boat engines may be run or flushed within Alicante at Altamira. Full or partial boat covers which are commercial grade and in good repair (in the Association's sole and absolute discretion) are permitted on boats within Alicante at Altamira. No other boat covers including, but not limited to, tarps or other homemade covers may be used on boats which are stored or parked within Alicante at Altamira. All boats which are stored within the yard of a Home must be on a trailer and must be enclosed by an ACC approved fence.

13.4 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

13.5 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home or Lot, sale or re-sale of other property owned by Developer, administrative offices of Developer or Builders, no commercial or business activity shall be conducted in any Lot within Alicante at Altamira. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. Halfway homes or drug/alcohol rehabilitation facilities are prohibited. No Owner may actively engage in any solicitations for commercial purposes within Alicante at Altamira. No solicitors of a commercial nature shall be allowed within Alicante at Altamira, without the prior written consent of Association. No garage sales are permitted, except as permitted by Association. No day care center or facility may be operated out of a Home. Prior

to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

13.6 Completion and Sale of Homes or Units. No person or entity shall interfere with the completion and sale of Homes or Lots within Alicante at Altamira. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING, NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE LOTS OR HOMES IN ALICANTE AT ALTAMIRA AND THE RESIDENTIAL ATMOSPHERE THEREOF.

13.7 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

13.8 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. No cooking shall be permitted in the Front Yard or driveway of any Home or Lot. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Alicante at Altamira.

13.9 Decorations. No decorative objects including, but not limited to, birdbaths, windchimes, figurines, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Alicante at Altamira without the prior written approval of the ACC. Notwithstanding the foregoing, no statues, sculptures or birdbaths of any kind can be installed or placed within the Front Yard or visible from the street. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on October 1st and shall be removed no later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home or Lot). To the extent any decorations impede the Association's access to a Front Yard or otherwise prevent or limit the Association's ability to perform its maintenance obligations hereunder, such Owner shall be fully responsible for all maintenance as may be deemed necessary by the Association until the decorations are removed, and neither the Association nor any Association vendor shall be responsible to the applicable Owner for any damage to any such decorations that occurs during the course of the performance of maintenance services and/or accessing the Lot.

13.10 Disputes as to Use. If there is any dispute as to whether the use of any portion of Alicante at Altamira complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

13.11 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas and/or Lots/Homes. The maintenance of such systems and/or facilities within the Common Areas shall be the responsibility of the Association. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Lot shall be the responsibility of the Owner of the Lot which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers), or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Lot containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Lot, the Owner that plants the tree shall be solely responsible for the removal of the roots that adversely affect the adjacent Lot. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Lot, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

13.12 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have any responsibility of any nature relating to any unoccupied Home.

13.13 Fences and Walls. No walls or fences shall be erected or installed without prior written consent of the ACC. All enclosures of balconies or patios, including, without limitation addition of vinyl windows, and decks shall require the prior written approval of the ACC. Fences on the sides and rear of a Home shall be six (6) feet tall and shall be materials approved by the ACC. Notwithstanding the foregoing, the rear fencing of lakefront Homes shall be aluminum railing (in the color approved by the ACC) which may only be four (4) feet in height or less. In addition to the foregoing, Homes/Lots along the southern boundary of Alicante at Altamira are anticipated to back up to a canal/waterbody. Such Homes/Lots on the southern boundary of Alicante at Altamira shall not be entitled to install fencing made of aluminum railing, but rather, may only install wood fencing on the sides and rear of their Lots that is six (6) feet in height. No chain link fencing shall be permitted within Alicante at Altamira. For certain Lots within Alicante at Altamira, it is anticipated that four (4) or less feet will separate the rear yard Lot line and the

perimeter of Alicante at Altamira. In light of the foregoing, in the sole discretion of the Association, Owners of any such Lots may not be entitled to enclose the rear Lot line of their Lots, but rather, may only be permitted to extend any ACC approved fencing on the sides of their respective Homes/Lots to meet the perimeter of Alicante at Altamira and enclose the fence along such perimeter. In addition to the foregoing, and also in the sole discretion of the Association, to the extent an Owner of Lot that is adjacent to a Lot that has fenced up to the perimeter line in accordance with this Section, the Association may require that such Owner extend their fence to community perimeter line as well, even where such perimeter line may be further than four (4) feet from the rear boundary line of such Owner's Lot. With respect to any Common Area enclosed by any such side fencing, the Owner of the fenced Home shall be fully responsible for all maintenance of any enclosed Common Areas and shall be fully liable and responsible for all activities and/or occurrences which take place within the enclosed Common Areas and all claims and/or actions arising from such enclosed Common Areas. Each Owner enclosing any portion of the Common Areas shall be deemed to have acknowledged and agreed that Developer and Association shall not be liable in any way whatsoever for losses, damages (compensatory, consequential, punitive or otherwise), injuries or deaths or any other issues arising from or relating in any way directly or indirectly to the enclosed Common Areas. To the extent the rear yard of any Lot is enclosed, the Owner of such Lot shall be obligated to ensure that the Association has unfettered access through such rear yard to repair, replace, maintain, or otherwise address issues relating to any Common Area perimeter fence, if any.

13.14 Fuel Storage. No fuel storage shall be permitted within Alicante at Altamira, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, emergency generators or similar devices and as otherwise permitted by this Declaration. Association may require that any such storage be screened or enclosed in accordance with ACC approved plans.

13.15 Garages. Each Home may have its own garage. No garage shall be converted into a general living area. Garages may not be used for commercial purposes that invite/bring patrons or clients to the Home. Garage doors may be left open during use for vehicular and pedestrian ingress and egress, in addition to other uses, and while performing activities in and around the garage, Home or Lot, so long as such additional uses and activities do not become a nuisance. At all other times, garage doors shall remain closed.

13.16 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. Notwithstanding the foregoing, if Association is required by the local government to provide for garbage pick-up, the cost of the same shall be part of the Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home, Lot or Parcel. Notwithstanding the foregoing, garbage cans may be kept in the front of each Home so long as such garbage cans are shielded and hidden by an ACC approved hedge. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up and must be returned to the Lots so that they are not visible from outside the Lot on the day of pickup. To the extent any Owner must utilize any swale in connection with bulk pickup items, such Owner shall be obligated to request the bulk pickup and may not place the debris or other bulk items outside earlier than 1:00 pm the day before the scheduled pickup, and must further notify the Association in writing as to the placement of the items and the request for pickup of the same. Any bulk items that are left in any portion of the Common Areas without notice to the Association shall be considered dumping and shall subject the applicable Owner to fines and/or legal action. Any damage caused by trash or bulk items left in a yard or Common Areas shall be the sole responsibility of the Owner/occupant that disposed of same. To the extent the Association incurs any cost in connection with any such damage, the Association may charge such cost as an Individual Assessment against the responsible Owner. In the event of legal action by the Association, the applicable Owner (and his or her guests, tenants and/or invitees) shall be fully liable for the Association's legal fees and costs.

13.17 General Use Restrictions. Each Lot, the Common Areas and any portion of Alicante at Altamira shall not be used in any manner contrary to the Association Documents.

13.18 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. An approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

13.19 Irrigation. The water used in the irrigation system is not suitable for drinking or water sports. People and pets should not play in such water. Such water shall not be used by Owners to irrigate lawns. Due to water quality, irrigation systems may cause staining on Homes, other structures, paved areas, or vehicles. It is each Owner's responsibility to treat and remove any such staining. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). Neither Developer nor the Association shall be responsible for discoloration or staining of sidewalks, driveways, or Homes related to irrigation or otherwise. No Owner whose Lot adjoins a waterway, if any, may utilize the waterway to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Use of lake water, if any, by Owners is prohibited and is at the Owner's sole risk as chemicals are used to control aquatic vegetation in lakes. Association may use waterways to irrigate Common Areas, subject to applicable permitting and Developer shall not be liable for same. BY ACCEPTANCE OF A DEED TO A LOT, HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR

AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer and/or Association shall have the right to use one or more pumps to remove water from waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Lots. Any computerized loop irrigation system that is not specifically the maintenance obligation of an Owner, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

13.20 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Parcel.

13.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Alicante at Altamira. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Alicante at Altamira shall be the same as the responsibility for maintenance and repair of the property concerned.

13.22 Leases. Lots or Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented, including Secondary Residences. All occupants of Secondary Residences, whether family or otherwise (but not tenants, as leasing of such space is not permitted), must be approved by the Association. All restrictions and requirements respecting leases in the Association Documents shall apply to all leases of Lots, including, but not limited to, leases of Primary Residences and/or Secondary Residences, as applicable, within Alicante at Altamira. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be individually leased on any basis. No transient tenants may be accommodated in a Home. To the extent that an Owner does not reside in his or her Home, but desires to permit family or friends to occupy such Home without a lease, all prospective occupants of the Home, prior to moving into the Home and irrespective of their relation to the Owner, must be registered with the Association and shall be subject to the Association's screening and approval process which is used for prospective tenants seeking to lease a Home within Alicante at Altamira. All leases shall be subject to Association approval, and all tenants (and other occupants, as noted herein, shall be subject to Association screening). The Association shall not be permitted to deny a prospective tenant solely based upon credit score. Any credit score guideline used for tenant applications shall be no higher than the credit requirement to obtain an FHA loan (with the low down payment advantage) in effect at the time of tenancy application. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association. All leases shall be on forms approved by Association and shall provide (or if not provided, shall be automatically deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Alicante at Altamira or administered by Association. Each Owner hereby acknowledges and agrees that any and all leases entered into by such Owner in connection with his or her Home shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association, which collateral assignment of rents and leases shall provide that in the event such Owner leasing his or her Home is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Owner's tenant(s) (or other party in possession of the Home); and/or (ii) pursuing any and all legal remedies available against such Owner and/or such Owner's tenant(s) including, but not limited to, actions for eviction of such Owner's tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's sole cost and expense. Leasing of Homes shall also be subject to the prior written approval of Association, as more particularly explained in Section 26 hereof. No Home, Primary Residence or Secondary Residence, as applicable, may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than six (6) months. No subleasing or assignment of lease rights by the tenant is permitted. No time-share or other similar arrangement is permitted. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Additionally, as a condition to the approval by Association of a proposed lease of a Home, Association shall have the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant. Association and its directors or officers, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any party whatsoever, due to any mistakes in judgment, negligence, or any action or inaction of Association, its officers, or directors, in connection with the approval or disapproval of tenants. Each Owner agrees, individually and on behalf of its prospective tenants, current tenants, heirs, successors and assigns by acquiring title to a Lot, that he or she (or any other of the aforementioned parties) shall not bring any action or suit against Association or its directors or officers, or any of the Association's agents or other parties acting on Association's behalf, in order to recover any damages alleged or caused by the actions of Association, or its officers or directors in connection with the provisions of this Section. All leases shall also comply with and be subject to the provisions of Section 26 hereof. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

13.23 Minor's Use of Common Areas and Facilities. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her Home. Developer and Association shall not be responsible for any use of the Facilities and Common Areas by anyone, including minors. Children under the age of sixteen (16) shall be accompanied by an adult at all times.

13.24 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Alicante at Altamira is permitted. The final determination of what constitutes a nuisance shall be made by the Board in its sole discretion. No firearms shall be discharged within Alicante at Altamira. Nuisances shall include, without limitation, the playing of loud music or the gathering in front of homes or Common Areas by any Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. Nothing shall be done or kept within the Common Areas, or any other portion of Alicante at Altamira, including a Home or Lot which will increase the rate of insurance to be paid by Association.

13.25 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

13.26 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Parcel or Home, or any other portion of Alicante at Altamira, which is unsightly or which interferes with the comfort and convenience of others.

13.27 Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC and must be constructed in accordance with all applicable codes and ordinances. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the first floor of the Home. Pool screening shall not extend beyond the sides of the Home without the express approval of the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without the approval of the ACC. All yards with in-ground pools, hot tubs, and/or spas must be enclosed by an ACC approved fence. No pool, hot tub or spa shall be approved by the ACC without such a fence. All applicable governmental setback requirements must be complied with.

13.28 Removal of Soil and Additional Landscaping. Without the prior approval of the ACC, and without a permit from the applicable governmental authority, no Owner shall remove soil from any portion of Alicante at Altamira, change the level of the land within Alicante at Altamira, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Alicante at Altamira. Owners may place additional plants, shrubs, or trees within any portion of Alicante at Altamira with the prior approval of the ACC.

13.29 Roofs, Exterior Surfaces and Pressure Treatment. Roofs and/or exterior surfaces including, but not limited to, walkways and sidewalks, of each Home shall be pressure treated by the Owner of such Home within thirty (30) days of notice by the ACC. Each Owner shall be responsible to pressure clean between paintings. Notwithstanding the foregoing, in the event that any Owner fails to pressure treat their respective roof or exterior surfaces within thirty (30) days notice by the ACC, the Association may, but shall not be obligated to, pressure treatment any or all of such areas and may charge all of the costs relating to the same to the applicable Owner as an Individual Assessment.

13.30 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval of the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of satellite dishes, antennas and other equipment under this Section must be first approved by the ACC in order to address the welfare of the residents of Alicante at Altamira. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others and satellite dishes must be on the fascia board when possible with no exposed wires. All antennas not permitted by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

13.31 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Alicante at Altamira that is visible from the outside without the prior written approval from the ACC as required by this Declaration; and without the prior written approval thereof by governmental agencies, if necessary (e.g., permit boards); provided, however, signs required by governmental agencies and approved by the ACC may be displayed. "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than 5" x 8". Notwithstanding the foregoing, no broker, "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of Alicante at Altamira while the Developer still holds any Homes for sale in the ordinary course of business. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Alicante at Altamira, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36" attached to a Home and displayed for the purpose of a holiday, and United States of America flags shall be permitted without ACC approval.

13.32 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Alicante at Altamira without prior written approval of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval of the ACC. Such

approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.

13.33 Solar Equipment and Components. No solar equipment shall be installed on a Lot or affixed to any Home without the prior written approval thereof being first had and obtained from the ACC. With respect to ground-mounted solar panels, the same may only be installed in the rear yards of Homes that have an ACC approved fence, and all solar equipment and panels must be screened by such ACC approved fence (i.e., no solar equipment may exceed the height of an approved fence). No ground-mounted solar equipment may be affixed to an Owner's fence. Roof-mounted solar panels and equipment shall be installed so that the panels are flush mounted and shall be located on a portion of the rear roof area, as reasonably determined by the ACC. Roof-mounted solar panels shall be an integrated part of the roof design and mounted directly to the roof deck or if mounted on or over the existing roof tile, should be flush with the slope of the roof. Solar units must not break the roof ridge line. Solar panels should be positioned as low as possible on the roof extending wider rather than higher on the roof plane. The solar panels, piping or any exposed part of the installation may not be higher than the roof peak. Visibility of devices and their components must be minimized from public view, and may be required to be screened from neighboring property in a manner approved by the ACC.

13.34 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. All approved storage structures or improvements shall leave a two (2) foot setback from all Lot lines, and may not be visible from over an ACC approved fence. Only fenced yards are eligible for ACC approval of storage structures or improvements. Water softeners, trash containers, propane tanks and other similar devices shall be properly screened from the street in a manner approved by the ACC.

13.35 Subdivision and Regulation of Land. No portion of any Home, Lot or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Alicante at Altamira, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

13.36 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Alicante at Altamira or within any Lot, Home or Parcel, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

13.37 Swimming, Fishing, Boating, Docks and Wildlife. Swimming, fishing and feeding wildlife are prohibited within any of the waterbodies within or adjacent to Alicante at Altamira. Boating and personal watercraft (e.g., jet skis) are prohibited. No private beaches may be installed on a Lot. No private docks may be erected within any waterbody.

13.38 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees. To the extent that an Owner does not reside in his or her Home, but desires to permit family or friends to occupy such Home without a lease, all prospective occupants of the Home, prior to moving into the Home and irrespective of their relation to the Owner, must be registered with the Association and shall be subject to the Association's screening and approval process which is used for prospective tenants seeking to lease a Home within Alicante at Altamira.

13.39 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

13.40 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

13.41 Wells. Wells are not permitted.

13.42 Wetlands Areas. Alicante at Altamira may contain preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained in their natural state.

13.43 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home including, without limitation, in the garage.

13.43 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) weeks after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of

any Home. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

13.44 Workers. Workers hired by any Owner for any purpose including, without limitation, maintenance, landscaping, and/or housekeeping may not congregate in or about the Common Areas or make any personal use of such Common Areas.

14. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and such other protrusions and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Home.

15. Requirement to Maintain Insurance.

15.1 Association. Association shall maintain the following insurance coverage:

15.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

15.1.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date), and Association.

15.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

15.1.4 Other Insurance. Such other insurance coverage as appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

15.1.5 Developer. Prior to and including the Turnover Date, Developer shall have the right, at Association's expense, to provide any such insurance coverage it deems appropriate under its master insurance policy in lieu of any of the foregoing.

15.2 Homes.

15.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and related costs or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

15.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

15.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Alicante at Altamira.