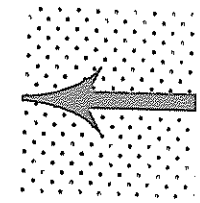
ARTICLE 4
USE RESTRICTIONS

4.01. Restrictions

The Project shall be held, used and enjoyed subject to the following limitations and restrictions; provided, however, (i) none of the restrictions contained in this Article 4 shall apply to Declarant, Affiliates or any property owned by Declarant or Affiliates, and (ii) any of the following restrictions, or any created by Land Use Classifications under Article 3 hereof, may be modified by or added to by specific provisions of any Supplemental Declaration or amendment to this Declaration executed by Declarant:

A. Structures and Other Improvements. No Structures or Improvements of any kind, including, but not limited to, any building, wall, fence, sign, mailbox, landscaping, planting, swimming pool, tennis court, basketball structure, outdoor play equipment, screen enclosure, driveway, sidewalk, sewer, drain, water area, or outside lighting, shall be erected, placed, planted or maintained on any portion of the Property without the consent of the Architectural Review Committee pursuant to Article 10 hereof.

B. Antennas, Discs and Flagpoles. No outside antennas, discs, aerials, satellite dishes, poles, electronic devices, or flagpoles shall be permitted on any portion of the Property except as may be approved by the ARC, and further conditioned on compliance with City and County ordinances and the obtaining of applicable governmental approvals, if any.



C. Temporary Structures. No tents or temporary Structures shall be permitted on any portion of the Property unless their size, appearance and temporary location have first been approved in writing by the ARC, and by the City and County or its appropriate review committee. Any signs to be used in conjunction with any tent or temporary Structure must (i) be approved by the ARC; and (ii) be in compliance with City and County ordinances and, if applicable, conditioned on procuring required governmental approvals.

D. Parking. Parking shall be permitted only at such locations specifically designated by Declarant or the Board, or as otherwise permitted in the Rules.

E. Residential Purposes and Occupancy. Dwelling Units shall be used for Residential Purposes only. No trade, business, profession or other type

of commercial activity may be conducted in any Dwelling Unit: provided, however, rental of Dwelling Units for residential occupancy shall not be deemed commercial activity.

F. Owners' Personal Property. Owners shall store personal property within their respective Dwelling Units and any outdoor furniture, or the like, shall be kept in a neat and clean manner at all times.

G. Factory Built Structures. No Structure of any kind of what is commonly known as "factory built," "modular," or "mobile home" type construction shall be erected anywhere on the Property without the prior written approval of the ARC.

H. Signs.

1. Signs For The Sale Or Rent Of Single Family Homes Including Zero Lot Line Homes. One "for sale" or "for rent" sign may be displayed with respect to any Dwelling Unit which is a single family home (including zero lot line homes) under the following conditions:

(a) The sign may identify the property, the owner or agent and the address and telephone number of the owner or agent relative to the premises upon which the sign is located;

(b) The face surface of such sign shall not be larger than 12 inches in width and 8 inches in height, provided, however, that it shall be permissible to attach thereto one of the following additional signs not exceeding 12 inches in width and 2 1/2 inches in height and containing the wording:

(i) BY APPOINTMENT ONLY
(ii) OPEN
(iii) POOL
(iv) REALTOR/ASSOCIATE NAME
(v) RENTAL/FOR RENT;

(c) The sign shall be constructed of metal, plastic, wood or pressed wood and shall be fastened to

a supporting member constructed of angle iron not exceeding one inch by one inch or two inches by two inches wooden post. provided that said supporting member shall be all white or all black in color and have no letters or numbers upon it;

(d) The supporting member shall be driven into the ground to provide that the top of the face of such sign shall not be more than 4 feet above the finished grade of the ground;

(e) All such signs shall be lettered professionally, but such signs shall not be required to be submitted to the ARC for approval;

(f) Such sign shall be so erected or placed that its centerline is parallel or perpendicular to the front property line;

(g) Such sign shall not be erected or placed closer than 5 feet from the front of the property line (as opposed to the adjacent street, if different);

(h) Nothing contained herein shall be construed as prohibiting the same wording from being on both the front and the back of the sign;

(i) Where such sign is suspended from an arm of the support, such arm shall not exceed a length of 16 inches;

(j) All such signs shall be erected on a temporary basis;

(k) Such sign shall be kept in good repair and shall not be illuminated or constructed of a reflective material and shall not contain any flags, streamers, movable items or like devices;

(l) Any such sign shall be removed within 5 days from the date a binding agreement is entered

into for the sale, lease or rental of the Property or immediately upon the removal of the Property from the market, whichever occurs first; and

(m) No such sign shall be placed on any of the Master Common Areas or Village Common Properties.

2. Signs For The Sale Or Rent Of Dwelling Units In Multi-Unit Buildings. The ARC shall prohibit any sign offering for sale or rent any Dwelling Unit which is in a multi-unit or a multi-story residential building unless the affected Owner demonstrates to the ARC that placement of such sign is necessary to avert serious hardship to such Owner and no other practical means exist to affect a disposition of the Dwelling Unit.

3. Other Signs. No other signs, advertisements, notices or other lettering (except signs indicating a Dwelling Unit's address and Owner's names in front of the Dwelling Units on signs not to exceed one square foot) shall be displayed on any portion of the Property unless the placement, content, form, size, lighting and time of placement of such sign be first approved by the ARC. No sales price may be displayed on any sign. No flashing signs or flags shall be permitted. All signs must also conform with governmental codes and regulations and with any master design plan for signs established by the ARC. None of the provisions of this Article 4.01 H shall apply to the Declarant (of Affiliate) or to Dwelling Units owned by Declarant (or Affiliate).

I. Walls, Fences and Shutters. The prior written approval of the ARC shall be required as a condition precedent to the: (a) construction of any wall, fence, hedge or shrubbery on the Property; (b) construction of any wall or fence on any Dwelling Unit (no wall or fence shall be constructed until its height, length, type, design, composition, material and location is approved in writing by the ARC); and (c) storage of any hurricane, storm or weather shutters, awnings or shades on the exterior of any Structure. Replacement of improvements constructed by the Declarant or previously approved by the ARC, so long as replaced with improvements of like kind and quality, shall not be deemed "construction" or require ARC approval.

J. Automobiles, Commercial Vehicles and Boats - The use or storage of automobiles, commercial vehicles and boats shall be limited as follows:

(1) Permitted Vehicles. Any vehicle the state registration for which contains a designation of the type of vehicle as "Automobile" shall be presumed to be permitted hereunder. Passenger mini-vans and sports utility vehicles designed for passenger use, and without commercial lettering shall be permitted.

(2) Prohibited Vehicles and Boats. No commercial truck, commercial van, bus, mobile home, motor home, camper, trailer, recreational vehicle or similar vehicles may not be parked overnight at the Project at any time unless totally enclosed in a garage and not visible from the outside. Prohibited vehicles include, but are not limited to, those (i) not designed primarily for the routine transportation of people, rather than equipment or goods, or (ii) bearing any advertising, logo, or other signs or having print or some reference to any commercial undertaking or enterprise. Except as provided below, no boat, watercraft or boat trailer shall be stored on the Project unless totally enclosed in a garage and not visible from the outside.

(3) General Rules. No vehicles shall be repaired within the Project, except on an emergency basis. No truck or commercial vehicle of any kind shall be permitted to be parked on the Project for a period of more than four hours unless said vehicles are temporarily present and necessary in the actual construction or repair of Improvements or items therein. No vehicle shall be left within the Project for more than one business day if not capable of self-propulsion. All vehicles, including motorcycles, mopeds, etc., shall be equipped with effective sound muffling devices. The Master Association may, but shall not be obligated to, designate certain portions of the Master Common Areas, which may be relocated from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, and campers. Any such area designated pursuant to this subparagraph C may, in the sole and absolute discretion of the Master Association, be terminated for such use without cause. The Master Association shall have the authority to formulate appropriate Rules concerning the use of any such parking/storage area, including reasonable charges therefor.

K. Pets and Animals. Only pets belonging to Owners (or those occupying lots through the authority of Owners) will be allowed within the Project, subject to the following further restrictions:

(1) Commonly accepted household pets such as dogs and cats may be kept in reasonable numbers all as determined by the Master Association in its sole discretion. All animals shall be contained at the Dwelling Unit and shall not be permitted to roam free, or to otherwise disturb the peace of other Owners;

(2) Swine, goats, horses, cattle, sheep, chickens, and the like, are hereby specifically prohibited. Obnoxious animals, pitbulls, fowl and reptiles are prohibited. The determination of what is or what may be an obnoxious animal, fowl or reptile shall be determined by the Master Association in its sole discretion;

(3) No animal breeding or sales as a business shall be permitted at the Project;

(4) No pet shall be permitted outside a Dwelling Unit except on a leash or in an enclosed rear yard;

(5) No pets shall be allowed to constitute a nuisance;

(6) Each Owner shall promptly remove and properly dispose of any solid waste matter deposited by his pet; and

(7) The Board of Directors shall have the right to promulgate Rules further restricting the keeping of pets.

L. Maintenance of Residential Property and Master Common Areas. No weeds, underbrush, refuse or unsightly objects shall be permitted to remain upon Residential Property and Master Common Areas. All landscaping, sprinkler systems, Structures, improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition in accordance with all provisions of this Declaration (including architectural control). Upon the failure of the fee simple owner of any such property (or the Village Association if such property is the maintenance responsibility of a Village Association) to maintain same as aforesaid to the reasonable satisfaction of the Master Association after thirty (30)

days prior written notice, the Master Association may (i) enter upon such premises and make such improvements or correction as may be necessary, the costs of which (together with an administrative fee equal to 20% of such cost) shall be paid to the Master Association by the offending property owner or Village Association, or (ii) the Master Association may bring an action at law or in equity against such party to enforce this provision, and/or recover damages for the failure to abide by same. However, if any emergency situation arises as a result of a failure of any portion of the Residential Property and Master Common Areas to be maintained as set forth above, the Master Association shall have the foregoing remedies without having to give the aforedescribed thirty (30) days prior written notice. Entry by the Master Association as described herein shall not be a trespass, and by acceptance of a deed for a Dwelling Unit, all Owners have expressly given the Master Association the continuing permission to so enter, which permission may not be revoked. If any Owner or Village Association fails to make payment as above provided, within fifteen (15) days after request, the Master Association shall have the right to convert such charge to an Individual Assessment and file a lien therefor on the Dwelling Unit of the offending Owner, or on the Dwelling Units of all members of an offending Village Association, and enforce the lien in accordance with the provisions of Article 7 hereof.

M. Nuisances. No obnoxious, unpleasant, unsightly, or offensive activity shall be carried on, nor may anything be done on any portion of the Residential Property or Master Common Areas, which can be reasonably construed by the Board to constitute a nuisance, public or private in nature. No Owner shall make himself or permit his family, agents, visitors, tenants, or invitees to make any disturbing noises, including, without limitation, any unreasonable playing of musical instruments, television, radio, or stereo, within his Dwelling Unit, in such a manner as to disturb or annoy other Owners.

N. Mailboxes. No Owner shall alter or replace the mailbox serving his Dwelling Unit without the prior written consent of the Board or the ARC.

O. Removal of Sod and Shrubbery. No sod, topsoil, muck, trees or shrubbery shall be removed from any portion of the Residential Property or Master Common Areas without the prior written consent of the Board or the ARC.

P. Garbage and Trash Containers. All garbage, trash containers and the like shall be placed in Board or ARC approved receptacles or in such

manner as not to be visible from streets. If the City or County does not provide for the removal of refuse, the Master Association shall employ the services of a private company for the removal of all refuse.

Q. Other Activities. All Owners, occupants and users of the Project are hereby placed on notice that Declarant and/or its agents, contractors, subcontractors, licensees and other designees will be, from time to time, conducting excavation, construction, blasting or other such activities within the Project. By the acceptance of their deed or other interest, and by using any portion of the Project, each such Person acknowledges, stipulates and agrees (i) that none of the aforesaid activities shall be deemed nuisances or noxious or offensive activities, hereunder or at law generally, (ii) not to enter upon, or allow their children or other persons under their control or direction to enter upon any property within or in proximity to the Project where such activity is being conducted (even if not being actively conducted at the time of entry), (iii) that Declarant and the other aforesaid related parties shall not be liable for any and all losses, damages (compensatory, consequential, punitive, or otherwise) injuries or deaths arising from or relating to the aforesaid activities, (iv) that any purchase or use of any portion of the Project has been and will be made with full knowledge of the foregoing, and (v) that this acknowledgement and agreement is a material inducement to Declarant to sell, convey, lease and/or allow the use of the applicable portion of the Project.

R. Boating, Fishing and Swimming. Boating and fishing in any water bodies within the Residential Property or Master Common Areas may be subject to any Rules promulgated from time to time by the Board, or any governmental authority. However, (i) no vessels using combustion engines shall be allowed on any lakes, and (ii) no swimming shall be permitted in any lakes. Neither Declarant, the Master Association nor any of their officers, directors, committee members, employees, management agents, contractors or subcontractors (collectively, the "Listed Parties") shall be liable for any property damage, personal injury or death occurring in, or otherwise related to, any water body; all persons using the same do so at their own risk. All Owners and users of any portion of the Project shall be deemed, by virtue of their acceptance of the deed or use of any facility at the Project, to have agreed to release the Listed Parties from all claims for any and all changes in the quality and level of the water in such bodies. All persons are hereby notified that from time to time alligators and other wildlife may habitate or enter into water bodies within or nearby the properties and may pose a threat to persons, pets and property, but that the Listed Parties are under no duty to protect against, and do not in any

manner warrant or insure against, any death, injury or damage caused by such wildlife.

S. Areas Outside Dwelling Units. No garbage cans, supplies, or other articles not designed and intended as outdoor amenities shall be placed or stored on patios, nor shall any laundry of any kind, or other articles, be shaken or hung from any portion of the exterior of walls, doors, patios, windows or roof, nor a clothesline installed or placed outside of a Dwelling Unit, unless approved in writing by the Board or ARC.

4.02. Rules and Regulations

The Board, in accordance with the Bylaws, shall have the right to promulgate and impose Rules and thereafter to modify, alter, amend, or terminate any of the same with respect to the use, operation and enjoyment of the Residential Property and Master Common Areas and any improvements located thereon, including, but not limited to, establishing reasonable fees for the use of the facilities and establishing hours and the manner of operation. Neither the Residential Property nor the Master Common Areas shall be used in violation of any applicable Rule.

4.03. No Implied Waiver

The failure of the Board to object to an Owner or another Person's failure to comply with the restrictions contained herein shall in no event be deemed a waiver by the Board, or any Person having an interest herein, of its right to object to the same and to seek compliance therewith in accordance with the provisions of this Declaration.

4.04. Exculpation for Action

The Board or the ARC may grant, withhold or deny its consent or approval in any instance where such is permitted or required without any liability of any kind therefor so long as the Board or ARC is acting in good faith. No approval, consent or waiver of action by the Board or the ARC shall be deemed a warranty of compliance nor shall give rise to any claim against the Board or the ARC, except for their gross negligence or intentional misconduct.

4.05. Extended Meaning of Owner

All restrictions in this Article 4 which refer to Owners shall be construed to include any other Person occupying an Owner's Dwelling Unit, including his family members, agents, tenants, licensees, invitees or guests. Failure of an Owner to notify any Person of the existence of the covenants, restrictions, easements and other provisions of this Declaration shall not in any way act to limit or divest the right of enforcement of these provisions against the Owner or such Person.

4.06. Enforcement of Project Documents

A. In addition to any other rights herein contained, the Master Association shall have the right and the power to enforce the covenants, restrictions, easements and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person, including a Village Association, violating or attempting to violate any of these provisions. Failure by the Master Association to enforce any of these provisions on any occasion shall in no event be deemed a waiver of its right to enforce any other provision or to enforce the same provision on any other occasions. In any enforcement action under this Declaration, the Master Association, if it prevails, shall be entitled to recover all of its attorneys' fees and costs at all tribunal levels. Payment of same may be enforced by an Individual Assessment on any affected Owner, or on all members of any affected Village Association.

B. Notwithstanding the availability of the other remedies set forth in this Declaration, the Master Association shall also have the power to assess reasonable fines as provided in Section 18 of the Bylaws to enforce any of the provisions of this Declaration, the Bylaws, or the Rules. Any such fines may be charged and collected as individual Assessments.

4.07. Enforcement of Village Association Documents

Each Village Association shall be required to diligently enforce all provisions of its Village Declaration and related articles, bylaws and rules, and to provide all maintenance services required thereunder or hereunder. Should a Village Association fail to diligently enforce such documents or provide such maintenance, the Master Association may, after having given notice to the Village Association, (i) bring legal action to compel the Village Association to enforce compliance and/or provide such maintenance, or (ii) enforce compliance or perform the maintenance itself. The Village Association shall be liable for

immediate payment to the Master Association of all of the Master Association's costs and expenses, including but not limited to attorneys' fees and costs at all tribunal levels, incurred in (a) compelling the Village Association to enforce its documents or provide maintenance or (b) the Master Association enforcing the Village Association documents or performing maintenance itself, in each case together with an administrative surcharge of 20% of such costs and expenses. Such costs, expenses and surcharge may, at the option of the Board, be levied as individual Assessments under this Declaration with the total spread equally on all Dwelling Units subject to the jurisdiction of the subject Village Association. The fact that the Master Association has similar rights which could be directly enforced without going through a Village Association shall not be a defense to any enforcement action taken under this Section 4.07.

ARTICLE 5
MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION

5.01. Membership

Every Owner of a Dwelling Unit, including Declarant, shall be a Member of the Master Association (hereinafter referred to as the "Membership"). Membership in the Master Association, except for Membership of Declarant, shall be appurtenant to and may not be separated from the Dwelling Unit. Except as to Declarant, ownership of a Dwelling Unit shall be the sole qualification for Membership in the Master Association.

5.02. Co-Ownership of Dwelling Units

When more than one Person owns an interest in any Dwelling Unit (a "Co-Owner"), all such Co-Owners shall be Members, but only one such Co-Owner shall be entitled to exercise the vote to which the Dwelling Unit is entitled. All Co-Owners of each Dwelling Unit shall designate in writing to the Secretary of the Master Association one of their numbers to so vote the interests of their Dwelling Unit. Fractional votes shall not be allowed. The vote for each Dwelling Unit shall be exercised as a single vote or not at all. Where no voting Co-Owner is designated, the Dwelling Unit shall not be entitled to vote until one individual is designated by all Co-Owners to vote the interests of the Dwelling Unit. The nonvoting Co-Owner(s) shall be jointly and severally responsible for all of the obligations imposed upon the Dwelling Unit and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Master Association in accordance with the voting procedures established

herein, or in the Bylaws, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, any Supplemental Declaration, and in the Articles and Bylaws (to the extent applicable). If a Dwelling Unit is owned by a corporation or other entity, the individual entitled to vote for the Dwelling Unit shall be designated by a certificate signed by an appropriate officer or agent of the entity and filed with the Secretary of the Master Association.

5.03 Declarant Control of Board; Turnover

So long as there shall be a Class B membership as described in Section 5.04 hereof, wherein Declarant retains voting control of the Master Association, Declarant shall have the absolute right to appoint and replace all Directors and Officers of the Master Association; subject, however, to the following:

> 850 Dwelling Units Conveyed. Upon a total of eight hundred fifty (850) Dwelling Units being obligated to pay Assessments to the Master Association, pursuant to Section 6.01 hereof, the Members, including Declarant, shall be entitled to elect, at a meeting of Members, two (2) additional Directors to the Board, resulting in a total of five (5) Directors.

This procedure is intended to give Members other than the Declarant a non-controlling voice in the operation of the Master Association so as to (i) allow direct input from non-Declarant Members and (ii) to promote the ability of non-Declarant Members to manage the Master Association, in anticipation of turnover.

5.04. Classes of Voting Membership

The Master Association shall have two (2) classes of Members, each with voting rights as follows:

> Class A - Class A Members shall be all Dwelling Unit Owners including Declarant. Class A Members shall be entitled to one (1) vote, in accordance with the Bylaws, for each Dwelling Unit they own. The voting rights of all Class A Members shall be exercised on their collective behalf by the Village Association to which they belong; provided, however, so long as Declarant is a Class A Member it shall