

attorneys' fees and cost incurred on any appeal of a lower court decision.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage. However, the sale or transfer of any Lot pursuant to Mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from assessments, charges and liens created herein; (i) all property to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use; (ii) all Common Areas, conservation areas and dedicated areas; and (iii) all property exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemptions. Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Review by Architectural Review Committee. No building or modification or addition thereto, fence, wall, pool, landscaping or other structure shall be commenced, constructed, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made to the Lot or Dwelling Unit unless it is in compliance with the PUD Commitments and other applicable regulations and unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee.

Section 2. Procedure for Review. Any Owner needing the approval of the ARC shall deliver an application or request for action to the ARC by pre-paid postage mail with return receipt requested or by hand delivery with signed receipt, together with a floor plan, landscaping plan, site plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by pre-paid postage mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the ARC takes no action on the application or request within the thirty day period, then the application or request shall be deemed to be approved.

Section 3. Composition of Architectural Review Committee.

(a) The ARC shall have three (3) members who shall initially be appointed by the Declarant. The members appointed to the ARC do not need to be Owners. So long as the Declarant and/or the Builders maintain a controlling vote of the Membership of the Association under the terms of Article IV hereof, the Builder shall be entitled to appoint all members of the ARC and any successor members; provided, however, the Builder shall at any time have the right to waive its right to appoint the members of the ARC. The members of the ARC shall be appointed for staggered three (3) year terms; provided, however, the initial members of the ARC appointed by the Builder shall serve so long as Builder has the right to appoint all members of the ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Builder shall promptly appoint a successor member of the ARC who shall serve at the pleasure of the Builder.

(b) After the end of the term during which the Builder may appoint all the members of the ARC, the Board of Directors of the Association shall have the right to appoint the members of the ARC. In the event the Board of Directors fails to appoint members to the ARC, the Board of Directors itself shall

comprise the ARC. Members of the ARC shall serve at the pleasure of the Board of Directors.

Section 4. Powers. The Architectural Review Committee shall have the following duties and powers:

(a) To review and approve or disapprove all buildings, fences, walls, pools or other structures which shall be commenced, erected or maintained upon the Property, to approve any exterior additions to or changes or alterations therein. For any of the above, the Committee shall be furnished plans and specifications showing the nature, kind, shape, height, materials and location in relation to surrounding structures and topography;

(b) To review and approve or disapprove any such building plans and specifications, Lot grading plans, landscaping plans, and other materials submitted pursuant to Article VI, Section 2 above. The Committee may disapprove the proposed improvement if, in its sole discretion, the Committee determines that the proposed improvement is inconsistent with the development plan formulated by the Declarant or Builder for the Property or lands contiguous thereto. Such decision of the Committee may be made upon purely aesthetic reasons;

(c) To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision.

Section 5. Exemption for Declarant and Builder. Notwithstanding anything contained herein, for as long as Declarant or Builder own fee title to any Lot, this Article VI shall not apply to or bind either Declarant or Builder.

ARTICLE VII GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots and Dwelling Units on the Property. All references in this Article VII to the Owner shall be deemed to

include the invitees, guests, lessees, tenants and renter's of the Owner (including Short Term Renters) unless the context clearly indicates otherwise.

Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit, but shall not prohibit use as a Rental Unit or Short Term Rental Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than Dwelling Units designed for residential use and private attached garages. The foregoing shall not prohibit the Declarant and/or the Builders from using Dwelling Units as models or offices, provided such use as models or offices is in furtherance of the construction and sale or lease of Lots and Dwelling Units on the Property.

Section 3. Dwelling Unit Size. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family Dwelling Unit not to exceed thirty-five (35) feet in height, a private attached two car garage. Dwelling Units shall have a minimum square footage of 1,200 square feet of enclosed living area, exclusive of garages and patios.

Section 4. Dwelling Unit Setbacks. All buildings and other structures shall comply with all front, rear and side yard setback requirements established by the PUD Commitments.

Section 5. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lots as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the ARC; provided, however, that this prohibition shall not apply to shelters used by Declarant and/or the Builders during the development of the Property and the construction of any Dwelling Unit.

Section 6. Parking and Storage Restrictions. Each Owner has the right to exclusive use of the parking spaces which are located within that Owner's property lines. No vehicles may be parked on any grassed area of the Lots. No vehicles which extend beyond the length of the Owner's parking spaces may be parked in such spaces. Permission must be obtained in writing from the ARC for the parking of any commercial or recreational vehicles, trailers, boats, trucks, boat trailers, campers or other similar vehicles on any Lot or in any driveway, except in a closed garage attached to a Dwelling Unit. Parking in the Common Areas or common parking spaces, if any, shall be regulated by the rules of the Association or the Orange County ordinance. There shall be no parking on the streets or the street right of way area, if any, overnight or for a continuous period of time in excess of ten (10) consecutive hours, unless the Orange County ordinances dictate otherwise. The provisions of this Section shall not apply to the parking or storage of any vehicles used by any contractor, subcontractor, supplier, laborers, Declarant and/or Builders during the construction of any Dwelling Unit or development of the Subdivision.

Section 7. Livestock and Animal Restrictions. No livestock, poultry, reptiles or animals of any kind or size shall be raised, bred or kept on any Lot or in any Dwelling Unit; provided, however, that dogs, cats and other common domesticated household pets may be raised and kept, provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or such volume as to annoy or disturb other Owners. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of such pet. The keeping of pets by an Owner shall be subject to all governmental animal ordinances and any rules or regulations promulgated by the Association or the Board of Directors in regard thereto.

Section 8. Restrictions on Activity. No noxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be done or

permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot, driveway or Common Area shall be used for the purpose of vehicle repair or maintenance. No unregistered, non-licensed, expired lease or inoperable vehicles of any kind shall be permitted to remain on any Lot (unless parked inside the garage of a Dwelling Unit) or Common Area.

Section 9. Restrictions on Fixed Game and Play Structures. If permitted by the ARC, all basketball backboards and other fixed game and play structures shall be located at the side or rear of the Dwelling Unit or on the inside portion of the corner lots within the setback lines. No basketball or like goals will be allowed on driveways or on the front of any house. Treehouses or platforms of a like kind or nature shall not be constructed on any part of any Lot.

Section 10. Restrictions on Walls, Fences and Hedges. No boundary wall, fence or hedge shall be constructed or grown with a height of more than six (6) feet above the ground level of adjoining property. No wall or fence of any height shall be placed or constructed on any Lot until after the height, type, design and location thereof shall have been approved in writing by the Architectural Review Committee. The heights or elevations of any wall or fence shall be measured from the existing property elevations. Any questions as to such heights shall be conclusively determined by the ARC. No boundary wall, fence or hedge or part thereof may be placed any closer to a street than a dwelling could be placed on the same Lot, except as may be required by FHA/VA or other governmental regulation. Notwithstanding anything contained herein to the contrary, on Lots which abut or are adjacent to the screening wall constructed in the Screening Wall Easement Area, as described in Article III, Section 5 hereof, no other wall or fence structure shall be built parallel to said screening wall regardless of the distance between the screening wall and fence. Moreover, on said Lots the last eight (8) foot section of a wall or fence structure which is constructed by the Owner perpendicular to or in any way adjacent to or leading to the screening wall shall be tapered down in such a manner so that the top of said wall or fence is no higher than the top of the screening wall as measured at the point of contact

between said wall or fence and the screen wall. No chain link fencing shall be permitted on any Lot at any time.

Section 11. Swimming Pools and Screening. Plans and specifications for any swimming pool, including screening, to be constructed on any Lot shall be subject to the prior approval of the ARC.

Section 12. Garbage and Litter. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept conditions any Lot or Dwelling Unit located on any Lot which tend to substantially decrease the beauty of the community as a whole or the specific area. The restriction shall apply before, during and after construction. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, unless required to be placed at the curb for scheduled pick-ups, all containers shall be kept at the rear of all Dwelling Units or out of sight from the street. No burying of trash or other waste materials shall be permitted, except by the Declarant and/or the Builders, who after securing all applicable permits, shall, during development, have the right to burn trash or other waste materials on the Property. All oil tanks and bottled gas containers shall be placed underground, or shall be situated so as to not be visible from the street or objectionable to adjacent residences.

Section 13. Alteration of Lots. No Owner, without the express prior written consent of the ARC, shall construct any improvements or make any changes to a Lot which shall have the result of changing, altering or affecting the natural or artificial water courses, canals, ditches, swales, ponds or drainage of the Property. All construction, grading and landscaping shall conform to the drainage swale requirements set forth on the plan of the Property.

Section 14. Storage of Materials. Except for the Declarant and/or the Builders, no Owner may store construction materials on a Lot for a period exceeding thirty (30) days without commencing construction, and if construction does not commence within said thirty (30) day period the Declarant may