

RESTRICTIVE COVENANTS

Unless otherwise inconsistent with or in direct conflict with the approvals, requirements, or laws of any applicable Governmental Authority, in which case said approvals, requirements, and laws shall govern and control only to the extent necessary to resolve any such inconsistencies or conflicts, the Property shall at all times and forever be subject to and encumbered by the following covenants and restrictions, which covenants and restrictions shall bind each and every Member, Owner and Lot, and shall bind and run with the land:

Section 9.01. Wells. No individual well water supply system shall be permitted on any Lot without the prior written approval of the ARC.

Section 9.02. Obnoxious or Offensive Activity. No activity or use shall be allowed upon any Lot or the Property which is a source of annoyance, embarrassment, harassment or discomfort to Owners or their tenants, subtenants, guests or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Dwelling, the Common Area or the Areas of Common Responsibility. The use of any Lot and the Property shall comply with all applicable Laws. Each Lot and the Property shall be used, enjoyed, held and occupied in such manner as not to cause or produce any of the following effects discernible outside any Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.

Section 9.03. Rules and Regulations. Reasonable rules, regulations, policies, procedures and standards may be promulgated by the Board, as to the use and enjoyment of the Property (the "Rules") and such Rules shall be observed by the Owners, Members, tenants, subtenants, licenses, invitees, guests and occupants of all Lots. Such Rules may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers, loud music, loud vehicles or other nuisances; garbage and trash disposal; parking; traffic; state of repair of vehicles; tree removal; animals; game and play structures and devices; swimming pools; television and telecommunications devices and antennae; driveways; walkways; sight distances at intersections; garages; and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce Rules. Such Rules may augment or clarify the terms of this Declaration or any term, covenant or restriction herein contained.

Section 9.04. Animals. No animals of any kind, character, nature, or description shall be kept, raised, bred, or maintained on or upon any Lot; provided, however, that household, domesticated "Pets" (as that term is defined below), as allowed by the Local Government, may be kept on each Lot so long as they are not kept, raised, bred, or maintained thereon for any business or commercial purposes whatsoever. As used herein, the term "Pet(s)" shall mean and refer to birds, fish, dogs, cats, reptiles, insects, and all other non-human, non-plant living organisms that are generally and commonly recognized as household and domestic pets in the County, and shall expressly exclude livestock of domesticated or undomesticated animals, fowl, and poultry, e.g., horses, cows, pigs, donkeys, squirrels, etc. Exotic animals such as, but in no way limited to, snakes and big cats (e.g., tigers, cougars, etc.) are not considered Pets and are expressly prohibited on the Property, as are any breeds which are deemed "banned breeds" **by the Local Government**. Only a reasonable number of Pets, as determined by the Local Government, may be kept on a Lot at any one time. Pets shall be sheltered inside buildings/improvements. No separate or exterior building/improvement for Pets shall be permitted on the Property. All Pets must be kept in a fully fenced area or leashed when outside of an building/improvement and shall not be permitted to run loose. Invisible dog fences or barriers, if allowed at all within the Community, must first be approved by the ARC. No Pet shall be permitted to remain on the Property if it or they disturb the tranquility of the Property, the Community, the Association, or the other Owners or residents (e.g., excessive dog barking), if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are expressly excluded from the Property by the Board after notice and hearing. All owners of Pets are responsible for timely cleanup of Pet waste and the Board may elect to promulgate Rules and Regulations to enforce the same and other matters concerning Pets. Each Owner who determines to keep a Pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Section 9.05. Garbage and Trash; Recycling.

(a) No garbage, trash, junk, refuse, rubbish, or waste materials shall be placed, kept, maintained, or stored on any Lot, except in covered containers and sealed sanitary containers of a type, size, color, and style which are required by the Local Municipality or pre-approved by the ARC. All such containers shall be kept inside Dwellings and screened from view from outside of the Lot, except when they are being transported and made available for collection. Containers transported and made available for collection shall not be placed at any Lot curb or outside any Dwelling earlier than 6:00 p.m. on the evening prior to the scheduled pickup, and must be retrieved and returned to storage inside the Dwelling by no later than 9:00 a.m. on the date after the pickup occurs. Garbage, trash, junk, refuse, rubbish, or waste materials, regardless of the type or cause, must be removed from the Lot by the Lot Owner and may not be permitted to stay or accumulate on any Lot. Outdoor incinerators may not be kept or maintained on any Lot. Notwithstanding anything to the contrary set forth above in this Section 9.05 if required by the Local Government in connection with the development of the Community, Declarant shall

establish, on Common Area or otherwise, a centralized garbage collection and recycling facility (collectively, "Garbage Facility") at or near the main entrance of the Community, all in accordance with the Local Government requirements regarding establishment of the Garbage Facility. After Declarant establishes and constructs the same, the administration, regulation, care, maintenance, repair, restoration, replacement, insuring, preservation and protection of the Garbage Facility, regardless of whether or not the same is located on Common Area, shall be done by the Association at Common Expense, all in accordance with the Local Government's requirements regarding same. Rules and Regulations may be promulgated from time to time regarding the use of the Garbage Facility.

(b) The Board may establish a recycling program and recycling center within the Community and in such event, all occupants of Dwellings shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is set up to accommodate. The Association may, but shall have no obligation to purchase recyclable materials in order to encourage participation and any income received by the Association as a result of such recycling efforts shall be used to reduce Common Expenses.

Section 9.06. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and the same may be installed only within an approved accessory building or structure, within a screened area, and they shall otherwise comply with Rules and Regulations established from time to time and applicable Law.

Section 9.07. Vehicles.

(a) Unless express prior written approval is given by the Board, in the Board's sole and absolute discretion, no commercial vehicle (including, but not limited to, any vehicle operated for the transportation of persons or property in the furtherance of any business, commercial, manufacturing, or industrial enterprise, for-hire, not-for-hire, or otherwise), recreational vehicle (including, but not limited to, personal water craft, all-terrain vehicles, and two-wheeled dirt bike motorcycles), camper, mobile home, motor home, boat, house trailer, boat trailer, or trailer of any other kind or description (collectively, "Prohibited Vehicle(s)"), shall be permitted to be parked or to be stored at any place on the Property, unless Declarant designates specifically certain spaces for some or all of the above, in which case Declarant or the Association may change for the use of such spaces. The Board may, but is not required to, allow boats or other recreational vehicles or Prohibited Vehicles to be parked on a Lot behind an ARC-approved fence or wall which totally screens said boat or other recreational vehicle or Prohibited Vehicle from the view of all Streets and adjacent Dwellings. Provision for temporary visitation of Prohibited Vehicles may be established by the Board. The foregoing prohibition of parking shall not apply to temporary parking of commercial Prohibited Vehicles, such as for pick-up and delivery and other bona fide temporary commercial services being delivered or provided to a Lot or Dwelling, nor to Prohibited Vehicles which are stored within a Dwelling's closed garage, nor to any Prohibited Vehicles of Declarant or its affiliates or any Builder or building contractor designated by Declarant in writing from time to time. Marked or unmarked police cars and other municipal vehicles are specifically excluded from the definition of Prohibited Vehicles. The Board shall grant a variance from the restrictions of this Section as may be necessary to provide a reasonable accommodation as defined by the Department of Housing and Urban Development and the U.S. Department of Justice.

(b) No vehicle, regardless of whether it would otherwise be permitted to be parked on any Lot or other part of the Property, shall be permitted to be parked on any Lot (unless permanently in a garage) or other part of the Property if such vehicle is not fully functioning and operational, currently registered by the State of Florida or another U.S. state, and currently tagged (with a license plate affixed in the proper place(s) on said vehicle) by the State of Florida or such other U.S. state in which the vehicle is registered.

(c) All vehicles must be parked on surfaces designed for vehicle parking (e.g. parking areas or lots and driveways) and shall not in any event be parked on individual lawns or the grass of any Common Areas. Vehicles shall not be parked in a manner which would block fire hydrants, dumpsters, sidewalks or pedestrian or bicycle paths. No vehicles may be parked overnight on any Street unless in a designated parking area.

(d) No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for (i) emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility; or (ii) repairs completed within the garage (in which case no garage doors shall be left open overnight or at any other time when the subject vehicle is not actually being worked on or repaired).

(e) Inoperable vehicles (e.g. missing major components such as engines and/or transmissions, one or more flat tires, etc.), or derelict vehicles (e.g. broken glass, severely damaged body panels, unpainted body panels, etc.) must be fully enclosed within a closed garage at all times, and in any case may not be parked in plain view.

As long as the provisions of Section 715.07 of the Florida Statutes are complied with, any vehicles parked in violation of the aforementioned or other restrictions contained herein, or in violation of any Rules and Regulations, may be towed by the Association at the sole cost and expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or the owner thereof is otherwise notified. The Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal or civil act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner thereof to receive it for any other reasons, shall be grounds for relief of any kind. An affidavit of the person posting such notice on any vehicle stating that it was properly posted shall be conclusive evidence of proper posting.

Section 9.08. Visibility of Intersections. No obstruction to visibility at Street intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners, their guests, tenants, subtenants, licensees and invitees, for any damages, injuries or deaths arising from any violation of this Section 9.08.

Section 9.09. Temporary Structures. No building or structure of a temporary or portable character such as trailers, tents or shacks shall be permitted in the Property, except as approved by the ARC, and except for temporary improvements used solely in connection with the construction of ARC approved permanent improvements and removed immediately upon completion of such ARC approved permanent improvement. Neither Declarant nor any Builders doing business in the Property shall be prohibited from erecting or maintaining temporary dwellings, model homes and other structures for development and marketing purposes, provided the same are in compliance with all applicable Laws, and further provided that any such Builder first obtains Declarant's written approval of such temporary dwelling, home or structure prior to installing or constructing same, such approval to be granted, conditioned or denied by Declarant in Declarant's sole and absolute discretion.

Section 9.10. Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot (including within any window) without the prior written approval of the ARC. Notwithstanding the foregoing, the following shall be permitted without prior approval of the ARC: (i) street number and name signs; and (ii) one (1) professionally made, non-digital, non-electric (or otherwise illuminated) sign constructed of metal or wood, installed on one wooden 4" by 4" post, and of not more than eight (8) square feet of surface area per side (2 sides maximum), containing no handwriting whatsoever, and used solely in connection with the marketing of

the affected Lot for sale or lease. Wire-stake signs, commonly known as "H-Frame" or "U-Frame" signs, are expressly prohibited. The ARC shall have the right to establish guidelines so as to require a uniform standard for signs in the subdivision. Additionally, an Owner may display a sign of reasonable size provided by a contractor for security services provided that said sign is located no more than ten (10) feet from any entrance to a Dwelling. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this Section 9.10. This Section 9.10 shall not apply to Declarant or to any Builder doing business in the Property provided that any such Builder first obtains Declarant's written approval of any such signs structures or materials prior to installing same, such approval to be granted, conditioned or denied by Declarant in Declarant's sole and absolute discretion.

Section 9.11. Air ConditioninE Equipment. No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless previously approved by the ARC, which approval may be based on the aesthetics or adequacy of screening of such equipment. Window and wall air conditioning units are prohibited on the Property.

Section 9.12. Exterior Electronic or Electric Devices; Solar Panels.

(a) No exterior antennas and no citizen band or short wave antennas or satellite dishes in excess of one meter in diameter shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines. The location of any approved satellite dish must be approved by the ARC, which may require appropriate screening; provided, however, that the satellite dish shall be allowed in the least obtrusive location where the satellite signal may be received.

(b) No solar heating equipment, panels, collectors, or devices ("Solar Equipment") is permitted on or outside of any enclosed structure on any Lot, except such Solar Equipment whose installation and use is protected by U.S. federal or Florida law including, but not limited, by Section 163.04 of the Florida Statutes. Notwithstanding such protection, for aesthetic purposes, and to the maximum extent permitted by Section 163.04 of the Florida Statutes, the location, type, and design of all Solar Equipment must be approved by the ARC prior to installation and use of same, which approval, if granted, may require landscape or other screening, in the ARC's determination and reasonable discretion. An application for use and installation of such Solar Equipment must be submitted for approval to the ARC prior to installation and approval and will be granted only if: (i) such Solar Equipment is designed for minimal visual intrusion when installed (i.e., is located in a manner which minimizes visibility from all Streets and adjacent Lots); and (ii) the Solar Equipment complies to the maximum extent feasible with the ARC's requirements and the Planning Criteria. Without limiting, and in addition to the foregoing, Declarant or the ARC may determine the specific location where solar collectors may be installed on the roof of any Dwelling or building within an orientation to the south or within forty five (45) degrees east or west of due south if such determination does not impair the effective operation of the solar collectors.

Section 9.13. Subdivision. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot, and thereafter, by the Board.

Section 9.14. Completion. Upon commencement of construction of improvements on any Lot, the Owner shall diligently prosecute the work to the end so that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built shall keep the Streets and areas adjacent to the Lot free from dirt, mud, garbage, trash or other debris occasioned by construction.

Section 9.15. Excavation. No clearing or excavation shall be made except incident to construction, maintenance or repair of an ARC approved improvement (or by Declarant, by a Builder, or in connection with development of the Property) and must be in accordance with the Permit; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved Plans and the Permit.

Section 9.16. Sidewalks. If required by the Local Government, the Owner of each Lot shall construct, prior to occupancy of the Dwelling on that Lot, a sidewalk along each boundary line of the Lot which abuts a platted Street shown on any Recorded Plats.

Section 9.17. Fences and Walls. Except for fences and walls constructed by Declarant or a Builder, there shall be no fence or wall permitted on any Lot unless it has been approved by the ARC as to size, material, color, location, etc. Landscape buffers may be required by the ARC on the outside of any fences and walls. All fences must be of a material approved by the ARC and must be installed with the posts and supports on the inside. If the Owner of a Lot fails to timely remove any unauthorized or unapproved fence or portion thereof, the Declarant may remove such fence or portion thereof, in its discretion, without any liability whatsoever to said Owner, whereupon the fence or portion thereof may be disposed of. Notwithstanding anything herein to the contrary, so long as Declarant or any Builders designated by Declarant maintain any model homes within the Property, they shall have the right to fence all or any part of any Lots being used for parking for the term of such permitted use.

Section 9.18. Yard Accessories and Play Structures.

(a) No yard accessories and play structures, including basketball hoops or backboards and any other fixed games, are permitted without approval of the ARC. Temporary basketball structures are allowed provided that they (i) must be well-maintained; (ii) backboards must be transparent or white, NBA approved, with a limit of two colors of trim; and (iii) nets are limited to white nylon. Temporary basketball structures shall be placed in the garage or laid down behind a fence when not in use so as not to be seen from the Streets or neighboring Lots. The time of play of basketball may be limited by the Board or the ARC to reasonable daylight hours.

(b) Tree houses are prohibited within the Community.

(c) The ARC may regulate the size and number (which could be zero) of permitted decorative statues or figures, birdbaths, bird houses, lawn ornaments and other yard art.

Section 9.19. Use; Rentals; Timesharing.

(a) Lots shall be used for single family residential purposes only. No trade, business, profession, occupation or other commercial activity or use shall be conducted on any Lot or within any Dwelling, provided, however, that an Owner or lawful Tenant of a completed Dwelling may use a single room within the Dwelling as an office for conducting business as long as the business: (I) does not involve or require regular visitation of the Lot or dwelling by clients, customers, suppliers, service providers, or other business invitees, or door-to-door solicitation within the Community; (II) does not include the manufacture or distribution of any products or goods in the Dwelling or on or from the Community; (iii) is not apparent or detectable by sight, sound, or smell from outside the Dwelling; (iv) complies with applicable land use and zoning requirements; (v) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Community, as determined from time to time in the Board's sole discretion; and (v) is not a daycare facility, child care facility, or assisted living/hospice facility. No signs shall be placed on any Dwelling or Lot which identifies the Dwelling or Lot as a place of business. For

purposes of this section, "(B)usiness" shall have its ordinary, customary, generally accepted meaning and shall include, without limitation, any occupation, work, trade, or activity undertaken from time to time or on an ongoing basis which involves providing goods or services to persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of monetary or non-monetary consideration, regardless of whether: (A) such activity is engaged in full or part-time; (B) such activity is intended to or does generate a profit; or (C) a license is required. This section shall not apply to restrict Declarant's or Declarant's affiliates' activities or those a Builder, nor shall it restrict the activities of persons or entities Declarant approves with respect to the development and marketing/sale of property within the Community. This section also shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities. Leasing a Dwelling is not a "business" within the meaning of this section. Temporary uses of Lots by Declarant and its affiliates or assigns (including Builders as may be designated by Declarant from time to time) for model homes, sales displays, parking lots, sales offices, and other offices or uses, or any one or combination of the foregoing, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings or structures erected by Declarant or its affiliates (except if such changes are made by Declarant) without the consent of Declarant and the ARC as provided herein.

(b) Owners shall be permitted to lease their Dwelling, provided that such lease shall require the tenant thereunder to comply with the Governing Documents and the terms and conditions of the Rules and Regulations. "Short-Term Rentals" (as that term is defined below) of Dwellings are prohibited. For purposes of this Declaration, the term "Short-Term Rentals" shall mean and refer to the leasing or rental of any Dwelling or Lot to a person or entity for a period of less than seven (7) consecutive months. Should an Owner enter into a lease or rental agreement, and said lease or rental agreement shall terminate or expire earlier than stated therein, then Owner may only enter into one more lease or rental agreement in the calendar year in which the previous lease or rental agreement terminated or expired. The subleasing or sub-renting of a Dwelling is subject to the same requirements and limitations as are applicable to the leasing or renting thereof. From time to time, the Association may request a copy of any lease or rental agreement for the Association's records. Dwellings shall be leased in their entirety, and no individual rooms may be leased.

(c) No time sharing plan (as defined in Chapter 721, Florida Statutes, as may be amended from time to time), or any similar plan of fragmented or interval ownership of Dwellings shall be permitted. De facto timesharing of a Dwelling shall not be permitted. By way of example but not limitation, de facto timesharing shall include use of a Dwelling by multiple persons, such as siblings or business associates, who intend that they and their families would split occupancy of the Dwelling into different periods for use during the year.

Section 9.20. Pools. Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side Street lot line. Swimming pools, spas, hot tubs, decks, screens, screen enclosures, lanais, etc. (collectively, "Pool Improvements"), shall be designed to be compatible and "tie in" with the architecture and material of the subject Dwelling. Screen enclosures and lanais shall be a maximum of one (1) story in height (unless building architecture, as determined by the ARC, requires two (2) stories in height). Tree protection barricades shall remain throughout construction of all Pool Improvements. All swimming pools shall be constructed and built at existing grade unless otherwise expressly approved by the ARC. All Pool Improvements construction shall, at all times, be in accordance with all applicable laws. In no event shall any above-ground swimming pool be permitted within the Community. All swimming pool materials, equipment, and play toys stored on any Lot shall be screened from view from outside the Lot. Swimming pool security fencing and screen enclosures shall be installed subject to applicable hurricane standards within the Florida Building Code or other applicable

jurisdictional codes. No Pool Improvements may be constructed, erected, or maintained upon any Residential Property without the prior written approval of the ARC.

Section 9.21. Dwellings.

(a) No Dwelling shall contain less than One Thousand Four Hundred (1,400) square feet of air conditioned area under roof, exclusive of screened area, open porches, terraces, patios and the garage.

(b) Each Dwelling shall have an attached fully enclosed garage capable of housing not less than two (2) standard sized automobiles, which shall not be enclosed for use as a living area.

(c) Setbacks for Dwellings shall be as permitted by the Local Government.

(d) No Dwelling shall exceed two (2) stories in height.

(e) Except as permitted pursuant to Section 9.12 hereof or by the ARC, no projections of any type other than chimneys, skylights and vent stacks shall be placed or permitted to remain above any roof of any Dwelling. iL

(f) No Dwelling shall have exposed structural block on its front elevation.

(g) All driveways shall be constructed of solid concrete or decorative pavers approved by the ARC.

(h) Except as may otherwise be provided herein (if at all) with regard to central air conditioning compressor units, all oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a Street or other Lot.

Unless installed by Declarant or the Association, the following fence materials are expressly prohibited: (a) metal, other than decorative aluminum; (b) plastic, other than PVC which is white in color; (c) fabric of any type; (d) wood of any type; (e) bamboo; or (f) chain link.

Section 9.22. Tree Removal and Landscaping. Except if done by Declarant, trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut or removed without the prior written consent of the ARC; provided, however, if approved by the ARC, trees located within six feet (6') of the location of the Dwelling may be removed, regardless of size, without prior approval of the ARC. More restrictive arbor ordinances or environmental Laws shall control in the event of conflict herewith. There shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARC has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns using St. Augustine Grass (i.e., *Stenotaphrum Secundatum* "Floritam" or a similar variety) except in approved landscape or retained natural areas, or as otherwise installed by Declarant or permitted by the ARC. All areas of each Lot not covered by building improvements or included within approved gardens and natural areas within the Lot shall be sodded prior to occupancy of the Dwelling on that Lot. Unless prohibited by Law, natural areas shall be finished by removal of underbrush and addition of mulch. Notwithstanding anything contained herein to the contrary and unless done so by Declarant, prior to Turnover no tree, regardless of size, shall be removed without prior written consent of the ARC.

Section 9.23. Debris. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion any Lot.

Section 9.24. Pumping or Draining; Drilling or Mining. The Owner of any Lot which includes or is adjacent to any pond, creek, bay head, or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom, or by placing fill dirt or any other material or debris in said body of water. No Owner of any Lot may drill or mine for, or otherwise extract or attempt to extract, minerals, oil, gas, or any other natural resources or geological materials from the subsurface of said Owner's Lot or from any other portion of the Property.

Section 9.25. Ramps. No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side Street.

Section 9.26. Firearms. The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types and sizes. Each Owner who determines to keep a firearm on or about the Property hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having a firearm on the Property.

Section 9.27. Declarant Reservation. Any provision of this Declaration to the contrary notwithstanding, until Declarant and its successor and assigns has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association shall interfere with, or allow the interference with, the completion of Declarant's planned improvements and the sale of the Lots. Declarant and Builders may make such lawful use of the unsold Lots and the Common Area, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit Declarant from taking a particular action, nothing in this Declaration shall be understood or construed to prevent or prohibit Declarant from any of the following:

(a) Doing on any property or Lot owned or controlled by it, whatever it determines to be necessary, convenient or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by Declarant at any time and from time to time, without notice); or

(b) Erecting, constructing and maintaining on any property or Lot owned or controlled by Declarant, such structures as may be reasonably necessary for the conduct of its business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

(c) Conducting on any property or Lot owned or controlled by Declarant, its business of developing, subdividing, grading and constructing improvements in the Property and of disposing of Lots therein by sale, lease or otherwise; or

(d) Determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Development or the Property; or

(e) Maintaining such sign or signs on any property or Lot owned or controlled by Declarant as may be necessary or desired in connection with the operation of any Lots owned by Declarant or the sale, lease, marketing or operation of the Lots; or

(f) Recording Supplemental Declarations which modify or amend this Declaration, which add or withdraw Additional Property, or that otherwise allow or permit Declarant to effect any action which may be required of Declarant by the Local Government or any other Governmental Authority or quasi-governmental agency in connection with the development and continuing operation of the Property; or

(g) Modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Area or utilizing all or portions of the Common Area for construction access or staging (provided that same does not impair existing platted access (as shown on any Recorded Plats) or utility services to the Lots); or

(h) Causing utilities to be available to all portions of the Property, including, but not limited to, the reserving or granting of easements and rights of way as may be necessary to locate, install and maintain facilities and connections.

Section 9.28. Conservation Tracts. If any conservation tract is specifically designated as such on any Recorded Plat of the Property, then, except for those alterations made by Declarant and those additional alterations which may be permitted by applicable Governmental Authorities and the ARC, there shall be no further clearing, construction, grading or alteration of such tracts. Any portion of the Property which is designated on any Recorded Plat as "open space" shall not be developed in the future with any Dwellings or improvements and shall remain open space in perpetuity.

Section 9.29. Mailboxes.

(a) Community mailboxes may be provided by the United States Postal Service ("USPS") and individual mailboxes on each Lot shall be prohibited while community mailboxes are utilized by the U.S. Post Office. If community mailboxes are not provided, each Owner shall install a U.S. Postal Service-approved mailbox, the color, style and design of which shall be subject to approval by the ARC. All individual mailboxes shall be mounted on a 4" X 4" vertical post with a supporting bracket installed at a 45 degree angle to the post. Except for identifying numbers and letters, the mailbox shall be painted solid black and the post and support shall be painted solid white.

(b) Notwithstanding the foregoing, in connection with the development of the Community, should: (a) the USPS require the use of cluster box units approved by the USPS ("CBUs") for the purpose of centralized mail delivery by the USPS ("Centralized Mail Delivery") to the Community or any part, section, or phase thereof; (b) any other Governmental Authority requires the use of CBUs for Centralized Mail Delivery to the Community or any part, section, or phase thereof; or (c) Declarant, in its sole discretion, desires to develop the Community or any part, section, or phase thereof with CBUs for Centralized Mail Delivery, then the Community or the applicable part, section, or phase thereof shall be developed with concrete slabs on, as applicable, Common Area or Limited Common Area to accommodate the subject CBUs. Unless otherwise undertaken by the USPS from time to time, the Association, as determined necessary by the Board, and, as applicable, at Common Expense or Limited Common Area Expense, shall be responsible for the routine maintenance, repair, and replacement of the aforementioned concrete slabs and all CBUs, all in accordance with any applicable requirements, rules,

policies, and guidelines of the USPS. Notwithstanding the foregoing, neither Declarant nor the Association shall ever be responsible for the safety or security of any CBUs or any mailboxes or parcel compartments contained therein. Each Owner and Member acknowledges and agrees that if at any time their Lot is or becomes serviced by CBUs, all mail delivery to said Lot by the USPS will be done via the mailboxes or parcel compartments contained within the CBUs, as opposed to individual, curbside mailboxes for said Lot.

Section 9.30. Windows. No security bar system may be installed or placed on any window or door of any Dwelling in the Property. Window treatments within any Dwelling constructed on a Lot 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 twenty-one (21) days after an Owner or tenant first moves into a Dwelling or while permanent window treatments are being installed, cleaned, or repaired. All window coverings shall be professionally made, uniform in appearance, and generally keeping with the exterior scheme of the Unit. No awnings, canopies or shutters shall be affixed to the exterior of a Dwelling on a Lot without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows on any Dwelling on a Lot shall be permitted unless approved by the ARC. Window treatments on any Dwelling facing the street shall be of a neutral color, such as white, off-white or wood tones.

Section 9.31. Outdoor Drying. No clothing, laundry or wash shall be aired or dried outside of any building structure on any Lot, unless such clothing, laundry, wash and drying apparatus are fully screened from view from adjacent property and streets by fencing or landscaping. Such clothing, laundry, or wash shall not be placed outside before sunrise and shall be removed from the exterior of the Lot by sunset each day.

Section 9.32. Use of Name "Storey Creek". No Owner shall use the name(s) "Storey Creek" or any logo associated with such name(s) and used by Declarant in connection with the Property, or any derivative of such name or logo, in any printed or promotional material or in any activity, without Declarant's prior written consent. Declarant may, however, use such names and logos with respect to any property or other development activities of Declarant, without the consent of any party, including any Owner.

Section 9.33. Garages. Garages are intended primarily for parking and vehicle storage. No garages may ever be converted to or otherwise used as: living space/quarters such as, but not limited to, family rooms, bedrooms, bonus rooms, recreational (rec) rooms, or secondary/mother-in-law suites; office space; or a workshop. Only the number of cars exceeding occupied garage spaces shall be parked on the driveway. Vehicles parked in the driveway shall be parked such that they are not blocking the sidewalk.

Section 9.34. Flags. Display of flags is permitted on Lots only as and to the extent expressly permitted pursuant to this Section 9.34 and the Planning Criteria as may be amended from time to time, though in no event shall any guideline or restriction conflict with the provisions of Section 720.304(2)(b), Florida Statutes (2018). Each Lot Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4.5 feet by 6 feet, which flag represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Each Lot Owner may erect a single freestanding flagpole no more than 20 feet high on any portion of the said Owner's Lot ("Flagpole"), provided the Flagpole does not obstruct sightlines at intersections and is not erected within or upon any easement area established, granted, or reserved pursuant to this Declaration or otherwise. Each Lot Owner may further display in a respectful manner from the Flagpole, one official United States flag, not larger than 4.5 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United

States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag, must be equal in size to or smaller than the United States flag. In addition to the foregoing, each Lot Owner may display either one (1) 2-sided decorative house flag or banner, or one (1) 2-sided decorative garden flag or banner, not larger than 29" wide x 44" long. Any such decorative flag or banner may only be displayed via a standard decorative neutral color flag pole or stand; must be professionally made of nylon, denier polyester, or similar material; must be in good condition, good taste, and not unsightly; unless installed by Declarant or approved in advance by Declarant, may not be used in connection with, as applicable, the advertising, advocating, promotion, marketing, sale, or leasing of the Property, the Community, any Lot, Dwelling, Member, Owner, Builder, product, good, service, business, real or personal property, or political party, candidate, or cause; and may not directly or indirectly, in anyway whatsoever, defame or cast negative light on or upon the Declarant, the Association, any Builder, the Community, the Property, any Lot, Dwelling, Member, Owner, product, good, service, business, real or personal property, or political party, candidate, or cause. Any holiday (e.g., Thanksgiving, Christmas, etc.) or seasonal (e.g., Spring) decorative flags and banners shall be subject to any Rules and Regulations regarding the time periods during which such flags and banners may be displayed. The Flagpole and aforementioned displays are subject at all times to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances of the County, and to all setback and locational criteria set forth in the Governing Documents.

Section 9.35. Holiday Decorations. The Board may, from time to time, as necessary, adopt reasonable size, location, time, place, manner, and other Rules and Regulations with respect to holiday symbols and decorations inside Dwellings or on Lots generally, which Rules and Regulations may include, but shall not be limited to, establishing schedules and time periods during which such displays are allowed. For example, a Rule and Regulation may provide that Christmas displays may not be erected or permitted on any Lot, or to be visible outside any Dwelling, prior to Thanksgiving in the year that the subject Christmas occurs, and must be removed no later than the end of the second week of January of the next calendar year.

Section 9.36. Approved Builders. All development, construction, and reconstruction of any Dwelling or other improvements on or about a Lot shall be performed by a Builder approved by Declarant, or by another licensed residential building contractor approved by Declarant or the ARC (after Turnover).

Section 9.37. Solicitation. No soliciting shall be allowed at any time within the Property. Owners should notify the Association if a solicitor appears, and appropriate action may be taken by the Board.

Section 9.38. Yard Sales. The Board, in its sole and absolute discretion, may designate up to two (2) dates or weekends during each calendar year to hold and promote community-wide yard and/or garage sales. No other yard or garage sales shall ever be permitted to be held at any time within the Community by Owners or residents thereof.

Section 9.39. Exterior Lighting. Except as may be installed initially by Declarant, no spotlights, seasonal and special effect lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon any Common Area, or any part thereof without the prior written approval of the ARC and in accordance with the Planning Criteria and the Rules and Regulations. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted.

Section 9.40. Traffic Hazards. Nothing shall be erected, constructed, planted or otherwise placed in the Community subsequent to the initial construction of Improvements in the Community by Declarant which creates a traffic hazard or blocks the vision of motorists upon any of the Streets or intersections of the Community.

Section 9.41. Hurricane Shutters. Any hurricane shutters or other protective devices visible from the outside of a Dwelling (collectively, "Hurricane Shutters") shall be of a type approved in writing by the ARC. Unless applicable law otherwise expressly permits the permanent affixing of same, Hurricane Shutters may only be used on a temporary basis, and shall not be stored on the exterior of any Residence. Any approval by the ARC shall not be deemed as an endorsement of the effectiveness of any Hurricane Shutters. Hurricane Shutters may not be left closed for any extended period beyond the time needed to protect the Dwelling from damage caused by a hurricane, tropical storm, or other high winds event (collectively, "Storm Event"). Any approved Hurricane Shutters may be installed or closed up five (5) days prior to the expected arrival of a Storm Event, and must be removed or opened within five (5) days after the end or passing of the Storm Event or as the Board may determine otherwise. Except as the Board may otherwise decide, Hurricane Shutters may not be closed at any time other than a Storm Event. A Lot Owner or occupant who plans to be absent during all or any portion of a hurricane season, i.e., June 1st through November 30th ("Hurricane Season") must prepare their Dwelling prior to their departure by designating a responsible firm or individual to care for their Dwelling should a Storm Event threaten or damage the Dwelling. Said Lot Owner or occupant must furnish the Association with the names of such firm or individual prior to any Storm Event.

Section 9.42. Variances. Declarant and the Board shall have the right and power to grant variances from the provisions of this Article IX and from the Rules and Regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article IX in any instance in which such variance is not granted.