

ARTICLE IX
USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Master Association, except as provided in Section 19 below with respect to the Master Declarant and Units owned by the Master Declarant:

9.1. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions in this Master Declaration or any of the Master Documents or with any rules and regulations promulgated by the Master Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

In addition to all other remedies, the Master Association may suspend, for a reasonable period of time, suspend the voting rights of an Owner if such Owner is delinquent in payment of assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's lessee, guest or invitee for failure of such Owner, such Owner's guests, invitees, lessees or employees to comply with any of the Master Documents, provided the following procedures are adhered to:

A. Notice. The Master Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of voting rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a special master appointed by the Board or a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Master Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Master Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Master Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein, and shall constitute a lien upon the applicable Unit, with the same force and effect as a lien for Common Expenses. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Master Declaration.

E. Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of voting rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges when due.

9.2. NUISANCES. No obnoxious or offensive activity shall be carried on or about the Units or in or about any Improvements, or on any portion of the Property nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Units which is a source of annoyance to Owners or occupants of Units or which interferes with the peaceful possession or proper use of the Units or the surrounding areas. No loud noises or noxious odors shall be permitted in any Unit. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Unit, or exposed to the view of other Owners without the prior written approval of the Board.

9.3. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Property shall be restricted to designated parking areas within the Master Association Property. No parking on the streets or swales is permitted. No Owner shall keep any vehicle on the Master Association Property which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than two (2) hours or restorations of any motor vehicle, boat, trailer, or other vehicle upon the Master Association Property. No commercial vehicle, trailer, motorhome, boat or boat trailer may be parked or stored on the Master Association Property during the hours of midnight and 6 a.m. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Master Association Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of the Master Declarant. An Owner and its lessees and employees shall not park any of his/her vehicles in spaces reserved for guests. Visitors and guest shall be permitted to park in such guest spaces for no more than twenty-four (24) continuous hours. The use of such parking spaces by Owners, occupants, visitors and guests shall also be subject to any other duly adopted rules and regulations of the Master Association including the Master Declarant's reserved right reconfigure parking spaces and/or to build parking structures provided that any such reconfiguration provide only that minimum number of parking spaces required by local government authorities. The Master Association shall be responsible for the maintenance of such guest parking spaces as more fully described in Article VIII hereof.

9.4. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Unit nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Unit shall be corrected by, and at the sole expense of, the Owner of the Unit.

9.5. LEASES. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide for a minimum lease term of one (1) year. No lease shall provide for an early termination which would reduce a lease term to a period of less than one (1) year, except in the event of a default of the lessee. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Master Association and the applicable Sub-Association shall have the right to terminate the lease upon default by the lessee in observing any of the provisions of this Master Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Units. The Owner of a leased Unit shall be jointly and severally liable with such Owner's lessee for compliance

with the Master Documents and to the Master Association to pay any claim for injury or damage to property caused by the negligence of the lessee. Every lease shall be subordinate to any lien filed by the Master Association whether before or after such lease was entered into.

9.6. ANIMALS AND PETS. Only common domesticated household pets may be kept in any Unit, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, horses, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Any pet must be carried or kept on a leash when outside of a Unit. No pet shall be kept tied up outside of a Unit. An Owner shall immediately pick up and remove any solid animal waste deposited by such Owner's pet on the Property. An Owner is responsible for the cost of repair or replacement of any Master Association Property damaged by such Owner's pet.

Each Owner who determines to keep a pet thereby agrees to indemnify the Master Association and the Master Declarant and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner's having any animal on the Property.

9.7. ADDITIONS AND ALTERATIONS. No Unit shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of such Owner's Unit, including, without limitation, the painting, staining, or varnishing of the exterior of the Unit, including doors, without the prior written approval of the Architectural Control Committee as set forth in Article X hereof and all applicable governmental entities.

9.8. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

9.9. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of any portion of the Property. No additional trees are permitted to be planted on the Property and no trees are permitted to be removed from the Property without the prior written consent of the Master Declarant for as long as the Master Declarant owns a Unit, and thereafter without the prior written consent of the Board.

9.10. SIGNS. No sign, display, poster, or other advertising device of any kind (including, without limitation, signs for the sale or renting of Units) may be displayed in public view on any portion of any Building or other Improvement in the Property without the prior written consent of the Architectural Control Committee. Signs, regardless of size, used by the Master Declarant, its successors or assigns, for advertising during the construction and sale period of Celebration Pointe or other communities developed and/or marketed by the Master Declarant or its affiliates and other signs authorized by the Master Declarant shall be exempt from this Section. Such sign or signs as the Master Declarant may be required to erect under the terms of an Institutional Mortgage shall be exempt from this Section.

9.11. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on, in or immediately outside of the Units and/or Master Association Property, or other portions of the Property, except in designated garbage dumpsters located on the Master Association Property, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No items shall be hung, dried, or aired in such a way as to be visible from the Master Association Property or another Unit. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by the Master Declarant, during construction approved by the Architectural Control Committee, or when accumulated by an Owner or the Master Association for imminent pick-up and discard).

9.12. TEMPORARY STRUCTURES. No tent, shack, shed or other temporary building or Improvement, other than separate construction, sales and leasing trailers to be used by the Master Declarant, its agents and contractors, for the construction, service and sale or lease of units in Celebration Pointe or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. No trailer, motor or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

9.13. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any portion of the Property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any portion of the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Property.

9.14. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any of the Property, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

9.15. WATER SUPPLY. No individual water supply system shall be permitted on any of the Property, provided that a central water supply system is being operated in accordance with requirements of the governmental body having jurisdiction over said central system, except that wells are permitted for the irrigation of landscaping only, provided that a stain tank is installed in conjunction with the irrigation well.

9.16. FENCES. Other than fences that may be constructed and installed or approved by the Master Declarant, if any, fences shall be strictly prohibited.

9.17. ANTENNAE. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Master Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Master Association is empowered to adopt rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Master Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible dishes or antennae may, but it not obligated, submit plans and specifications for same to the Architectural Control Committee to ensure compliance with the Master Association's rules governing the types of permissible antennae and restrictions relating to safety, location and maintenance of antennae. This Section 17 shall not apply to the Master Declarant.

9.18. WINDOW TREATMENTS. All window treatments within a Unit which are visible from the exterior of the Unit shall be off-white, beige or brown in color or have an off-white, beige or brown backing, or otherwise approved in writing by the Board.

9.19. MASTER DECLARANT EXEMPTION. The Master Declarant plans to undertake the work of constructing the Buildings and Improvements upon the Property and may undertake the work of constructing other buildings upon other property being developed or marketed by the Master Declarant or its affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Units by the Master Declarant and its affiliates is essential to the establishment and welfare of the Property. Neither the Owners nor the Master Association shall do anything whatsoever to interfere with any of the Master Declarant's or its affiliates' activities relating to the constructing of Units and Improvements upon the Property, the constructing of other buildings upon any other property being developed or marketed by the Master Declarant or its affiliates, or the sale, rental and/or other transfer of Units by the Master Declarant or its affiliates'.

In general, the restrictions and limitations set forth in this Article IX shall not apply to the Master Declarant or to Units owned by the Master Declarant. The Master Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with the Master Declarant's plans for development, construction, sale, lease, or use of the Property, the Buildings, the Units and to any other Improvements thereon. The Master Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article IX in addition to whatever remedies at law to which it might be entitled.

ARTICLE X
ARCHITECTURAL CONTROL COMMITTEE

10.1. MEMBERS OF THE COMMITTEE. The Architectural Control Committee, sometimes referred to in this Master Declaration as the "Committee," shall be comprised of at least three (3) members. The initial members of the Committee shall consist of persons designated by the Master Declarant. Each of said persons shall hold office until all Units have been conveyed or such earlier time as the Master Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as he/she has resigned or has been removed or his/her successor has been appointed, as provided herein. Members of the Committee, other than those designated by the Master Declarant, may be removed at any time without cause. The Board shall have the sole right to appoint and remove all members of the Committee other than those designated by the Master Declarant.

10.2. REVIEW OF PROPOSED CONSTRUCTION.

A. No Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, buildings, walls, roofs, gutters or rain spouts, mailboxes, or landscaping (including hedges and massed plantings) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, nor shall any canopy, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Building by any Owner other than the Master Declarant, unless such Improvements have been reviewed by and received the written approval of the Committee in accordance with Paragraph B hereinbelow. Notwithstanding anything in this Article to the contrary, the erection, construction or placement of any antennae, including without limitation, outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be subject to the prohibitions and restrictions set forth in Section 9.17 above. Any Owner or Sub-Association desiring to make Improvements shall submit two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the Committee to be qualified, showing the nature, dimensions, materials and location of the same, along with a Five Thousand Dollar (\$5,000.00) security deposit to be held by the Master Association in accordance with Section 10.3 hereinbelow to remedy any incidental damage caused to Master Association Property and/or to an adjacent Unit or Building by virtue of such Owner's or Sub-Association's construction of Improvements.

B. The Committee shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Master Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans.