

become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association. The Board of Directors when establishing the annual assessment against each Lot for any assessment year may add thereto the estimated cost of the exterior maintenance for that year and may thereafter make such adjustment as is necessary to reflect the actual cost thereof.

Section 3. Access At Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as is practically affordable under the circumstances.

Section 4. Delegation. The Association may enter into agreements with other persons or entities to provide for the maintenance, upkeep and repair of any of the Common Areas, Maintenance Areas or any other property which the Association has the obligation to maintain, upkeep and repair under this Declaration. The Declarants shall have the authority to require that the Association engage a property management agent to manage the Property and all financial accounts related to the Association. Notwithstanding the foregoing, the Declarants reserve the right to assume all property management responsibilities for the Property and to reject any bid for services, both at their sole discretion.

#### **ARTICLE VII. ESTATES AT SOUTHERN PINES ARCHITECTURAL CONTROL**

Section 1. Review and Approval. Other than the improvements constructed upon the Property by the Declarants, no structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, signs, site paving, grading, parking and building additions, alterations, screen enclosures, decorative building features, viewing piers, aerials, antennae, bulkheads, sewers, drains, disposal systems or other structures, improvements or objects shall be commenced, erected, placed or maintained upon any portion of the Property, nor shall any addition to or change or alteration thereof be made until the plans, specifications and locations of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures and topography and conformance with architectural planning criteria, as established by the Board of Directors of the Association from time to time, or by the applicable architectural control committee thereof, in accordance with the provisions of the By-Laws of the Association. The approval or disapproval of the Association shall be dispositive and shall take precedence over the approval, if any, of any property owner's association for the area in which any such portion of the Property is located. All Owners shall be required to obtain Architectural Review Board approval (or Board approval, if applicable) for the aforementioned structures and improvements prior to submitting plans for such structures and improvements to the City of St. Cloud or other applicable governmental agency.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB"), which shall consist of three (3) members who need not be members of the Association and may consist of members of the Board. Each Declarant shall have the right to

appoint at least one (1) member of the ARB as long as it owns at least one (1) Lot in Estates at Southern Pines. Members of the ARB not appointed by the Declarants shall be appointed by and serve at the pleasure of the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation or other termination of service of any member thereof shall be filled by the Board of Directors; provided, however, that a Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by such Declarant.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

(a) To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the architectural planning criteria. Any modification or amendment to the architectural planning criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed at which a quorum is present and voting.

(b) To require submission to the ARB of three (3) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, site paving, grading, parking, screen enclosure, viewing pier, sewer, drain, disposal system, decorative building feature, landscape device or object, or other improvement, the construction or placement of which is proposed upon any of the Property signed by the Owner thereof and contract vendee, if any. The ARB shall also require submission of samples of building materials proposed for use on the Property and may require such additional information as may reasonably be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

(c) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, site paving, grading, parking, building addition, screen enclosure, viewing pier, sewer, drain, disposal system, decorative building feature, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Property and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. The ARB shall have thirty (30) days from receipt of complete sets of plans and specifications, as set forth more fully in subsection (b) above, to either approve, deny or require changes to the plans and specifications. If the ARB does not provide written notice of approval, denial or requirement for changes to the plans and specifications within said 30-day period, the plans and specifications shall automatically be deemed denied. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within

forty-five (45) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be dispositive as to Association approval or denial.

(d) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications, if any, upon which such change, modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the ARB of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall, upon demand, cause the improvements or structure to be restored to comply with the plans and specifications originally approved by the ARB and shall bear all costs and expenses of such restoration, including costs and expenses of such restoration, and costs and reasonable attorneys' fees of the ARB.

(e) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB. Any such fees not paid when due shall constitute a lien upon the Lot, enforceable in accordance with the provisions of Article V hereof.

Section 4. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarants, the Association or the ARB contemplated under this Article, neither the Declarants, the ARB nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Declarants, the Association or the ARB.

#### **ARTICLE VIII. 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 Association, except as provided in Article VIII, Section 30 below:

Section 1. Enforcement. Failure of an Owner to comply with any limitations or restrictions in this Declaration, the Articles or By-Laws of the Association with any rules and regulations promulgated by the 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. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all legal fees incurred by the Association in connection with the enforcement of this Declaration, the Articles or By-Laws of the Association or with any rules or regulations promulgated by the Association, whether or not an action is actually begun.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use the Common Area of the Association and facilities; may 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 tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with this Declaration, the Articles or By-Laws of the Association.

(a) Fines. Fines may be adopted by the Association pursuant to Chapter 720, Florida Statutes. A fine shall be treated as an assessment subject to the provisions of the collection of assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

(b) 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 use rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges when due.

(c) Access. Suspension of use rights to Property of the Association shall not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from such Lot, including, but not limited to, the right to park.

Section 2. Residential Use. The Single-Family Units shall be for residential use only. No commercial occupation or activity may be carried on in Estates at Southern Pines except for home offices so long as there are no customers/clients visiting such Single-Family Unit and there is no other sign of commercial activity therein, and except as any such additional occupation or activity is permitted to be carried on by Declarants under this Declaration. A residence is defined to mean any number of persons related by blood, marriage or adoption or not more than three (3) unrelated persons living as a single housekeeping unit.

Section 3. Homes Owned by Entities or Unrelated Persons. It is the intention that Single-Family Units be occupied for residential use. In the event an entity owns a Single-Family Unit, the entity shall notify the Association in writing with the names of the family members who shall occupy the Single-Family Unit. In the event the Owners of the Single-Family Unit are unrelated either through blood or marriage, they shall be permitted to occupy the Single-Family Unit provided they live as a single housekeeping unit. No Single-Family Unit may be used as a rooming house, hostel or hotel. Timesharing or other arrangements involving more than three (3) ownership interests in a Lot (including ownership by more than three (3) persons as joint tenants or tenants-in-common), or assigning separate use periods of less than seven (7) months' duration, are prohibited.

Section 4. Nuisances. No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Single-Family Units, or on any portion of Estates at Southern Pines 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 Property which is a source of annoyance to Owners or occupants of Single-Family Units or which interferes with the peaceful possession or proper use of the Single-Family Units, or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Single-Family Units, or Lots. 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 Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 5. Parking and Vehicular Restrictions. Parking upon the Property shall be restricted to the driveway and garage located upon each Lot. Parking in community roadways shall be subject to regulations of the Association and the City of St. Cloud. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Single-Family Unit with the garage door closed) or restorations of any motor vehicle, boat, trailer or other vehicle upon any Lot. No commercial vehicle (excluding all police, fire and other public safety vehicles), trailer, recreational vehicle, boat or boat trailer may be parked or stored on the Property except in the garage of a Single-Family Unit located upon a Lot. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the 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 any Declarant. Motor homes are permitted to be parked in an Owner's driveway for a period not to exceed two (2) days.

All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on Estates at Southern Pines' Property unless they are licensed, registered and insured. Specifically, any motorcycle, moped or motorized scooter used in Estates at Southern Pines may only be driven by a licensed driver and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Section 316.003(22), Florida Statutes; and any other bona-fide "assistive technology devices" as defined in Section 427.802(1), Florida Statutes; and any special mobile equipment as defined under Section 316.003(77), Florida Statutes, provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

Section 6. No Improper Use. No improper, offensive, hazardous or unlawful use shall be made of any Single-Family 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, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Single-Family Unit or Lot shall be corrected by, and at the sole expense of the Owner of said Single-Family Unit and/or Lot.

Section 7. Leases. Except as provided herein, no portion of a Single-Family Unit (other than an entire Single-Family Unit) may be rented. All leases must be in writing and shall have a term of no less than seven (7) months. No Owner may lease his or her Single-Family Unit more than one (1) time in any 12-month period, even if a tenant defaults on a lease or abandons the Single-Family Unit before expiration of the lease term. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said seven (7)

months, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise shall nevertheless still count towards the foregoing rental limitations. The restrictions on lease terms set forth in this paragraph shall not apply to Single-Family Units owned or leased by a Declarant, its affiliates or persons a Declarant approves, in connection with their development, construction or sale of property in Estates at Southern Pines. The Owner of a leased Single-Family Unit shall be jointly and severally liable with such Owner's tenant for compliance with this Declaration, the Articles and the By-Laws and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association or the Single-Family Unit shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Single-Family Unit is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Single-Family Unit is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Single-Family Unit according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in this Declaration against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant requiring prior notice or imposing other conditions on the rights of the Association.

Notwithstanding the foregoing, the leasing restrictions provided in this Section 7 shall not apply to model homes owned by either of the Declarants or any of the Declarants' affiliates, or to the builder of a model home entering into a transaction commonly known as a "sale/leaseback" with a third-party buyer.

Section 8. Animals and Pets. Each Single-Family Unit is permitted to have three (3) domestic household pets (i.e., dogs and cats) without the prior written approval of the Board. The restriction on the number of pets shall not apply to birds and fish. 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. Any pet must be carried or kept on a leash when outside of a Single-Family Unit or fenced-in area. No pet shall

be kept tied up outside of a Single-Family Unit or in any screened porch or patio, unless someone is present in the Single-Family 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 Association Property damaged by such Owner's pet.

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. Pets may not be kept, bred or maintained for any commercial purpose.

Each Owner who determines to keep a pet hereby agrees to indemnify the Association and Declarants and hold each of the Association and Declarants 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. Additions and Alterations.** No Single-Family 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 Single-Family Unit, including, without limitation, the painting, staining or varnishing of the exterior of the Single-Family Unit, including doors, garage doors, driveways and walkways, unless being painted, stained or varnished using the same color as originally installed, or if replacing the roof, garage door or entry doors using the same color and type as originally installed, without the prior written approval of: (i) the ARB as set forth in Article VII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities.

**Section 10. 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.

**Section 11. Slopes and Trees.** No Owner may engage in any activity which will change the slope or drainage of a Lot, including, without limitation, retention area slopes. No additional trees are permitted to be planted on the Property and no trees are permitted to be removed from the Property (other than dead or dying trees which are being replaced with trees of the same species) without the prior written consent of Declarants for as long as a Declarant owns a Lot, and thereafter, without the prior written consent of the ARB. No Owner may alter the slopes, contours or cross-sections of the retention areas or littoral zones, or chemically, mechanically or manually remove, damage or destroy any plants in any littoral zones.

**Section 12. Signs.** No signs, flags (other than those in this Article VIII, Section 12 of this Declaration), banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed upon any Lot and/or Single-Family Unit unless otherwise permitted herein or pursuant to Chapter 720, Florida Statutes. Notwithstanding the foregoing, one (1) sign used solely in connection with the marketing of the Lot and/or Single-Family Unit for sale or lease shall be permitted to be displayed on that Lot, but only after either Declarant is no longer selling any Lot and/or Single-Family Unit within the Property in the ordinary course of business and such sign has first been approved by the ARB. The ARB shall have the authority to adopt rules and regulations regarding the appearance, size, display and any other details regarding for sale signs and/or for

rent signs. No signs, flags, banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed on any vehicle on the Property, other than those permitted under other sections of this Declaration. No signs, flags, banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind (other than the one (1) sign used in connection with the marketing of the Lot for sale or lease after either Declarant is no longer selling any Unit within the Property in the ordinary course of business as described in this Article VIII, Section 12) shall be displayed and/or placed in the interior of any Single-Family Unit so that it is visible from the exterior of that Single-Family Unit (as an illustration, but not a limitation, placing a sign in the window of the Single Family Unit so that it is visible from the sidewalks, streets or adjacent Lots within the Property). Declarants and/or the Association may enter upon any Single-Family Unit and remove and destroy any object which violates this Article VIII, Section 12. This Article VIII, Section 12 shall not apply to a Declarant or to any builder doing business in the Property provided that any such builder first obtains Declarants' written approval of any such structures and/or materials prior to installing any structures and/or materials, such approval to be granted or denied by Declarants in Declarants' sole discretion. This provision may not be amended without the prior written consent of Declarants.

Section 13. Trash and Other Materials. No rubbish, trash, garbage, refuse or other waste material shall be kept or permitted on the Lots and/or Property of the Association, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pick-up), 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 clothing or other household items shall be hung, dried or aired in such a way as to be visible from the Property of the Association or another Lot, except that retractable clotheslines may be utilized provided they are fully retracted when not in use. 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 a Declarant, during construction approved by the ARB, or when accumulated by the Association for imminent pick-up and discard).

Section 14. Solar Heating Equipment Solar heating equipment of any type may not be installed, placed, built, constructed and/or mounted without the prior written consent of the ARB. In addition, no solar heating equipment will be permitted on the ground.

Section 15. Temporary Structures. No tent, shack, shed or other temporary building or Improvement, other than separate construction, service and sales trailers, and port-o-lets to be used by Declarants, Declarants' affiliates, and/or their respective agents and contractors, for the construction, service and sale of Estates at Southern Pines or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. Except as provided above, no trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

Section 16. 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 Lot nor



shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 17. Sewage Disposal. No individual sewage disposal system shall be permitted on any of the Property when a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction thereof.

Section 18. Water Supply. No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

Section 19. Lake Maintenance and Use. The right to pump or otherwise remove any water from the lakes and ponds now existing or which may hereafter be constructed either within Estates at Southern Pines or adjacent or near thereto, whether for the purpose of irrigation or other use, or the placement of any matter or object in such lakes shall require the written consent of the Declarants. The Declarants shall have the sole and absolute right to control the water level of all lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. After the Declarants turn over control of the Association, the Association shall have the rights set forth in the preceding two sentences. Community lakes and ponds shall be part of the Common Area and shall be owned and maintained by the Association.

Section 20. Surface Water or Stormwater Management System. The provisions of this Article VIII, Section 20 are included for purposes of complying with various requirements of the District. In the event of any conflict between any provision of this Section and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Section will prevail. Furthermore, if so required by the District, the Declarants may amend this Section as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee or the Association.

(a) Maintenance. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System, perform all maintenance responsibilities for any wetland areas and/or upland buffers located, meet all conditions of the District Permit, and successfully conduct all mitigation and/or monitoring responsibilities with respect to wetland areas and/or upland buffers located in, under, on, upon, through and/or across the Property, at Association's sole cost and expense. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation pursuant to District permits, rules and regulations, both prior to and following the Declarants' turnover of Association control to the Owners. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be permitted, or modified as approved by the District. The Surface Water or Stormwater Management System, including any easements that may be components thereof, constitutes Common Area of the

Association. The Association shall comply with the District Permit and all responsibilities assumed thereunder, all at Association's sole cost and expense. No Owner shall utilize, in any way, any of the drainage improvements within the Property and incorporate such facilities in the Owner's development plans, without the express prior written consent of Declarants, the Association and the ARB.

(b) Amendments. Any amendment proposed to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition within the Property, including environmental conservation areas and the water management portions of the common areas, must be submitted to the District for a determination of whether the amendment necessitates and modification of the environmental resource permit. If a modification is necessary, the District will so advise the permittee. The amendment affecting the Surface Water or Stormwater Management System may not be finalized until any necessary permit modification is approved by the District or the Association is advised that a modification is not necessary.

(c) Enforcement. The District shall have the right to take enforcement action, including by a proceeding at law or in equity, against the Association to compel it to correct any outstanding problems with the Surface Water or Stormwater Management System facilities or in mitigation or conservation areas under the responsibility or control of the Association.

(d) Water Management District Permit. The District Permit and its conditions are attached hereto as Exhibit "D". In addition, the registered agent for the Association shall maintain copies of all further permitting actions relating thereto for the benefit of the Association to the extent that same are not maintained in the records of the Association.

(e) Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the District Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the District.

(f) Additional Property. The Association or the Declarants have the power to accept into the Association additional properties that will utilize the same Surface Water or Stormwater Management System within the Property, as more particularly described above.

Section 21. Restrictions, Covenants Running with the Land. The agreements, covenants and conditions set forth in this Article shall constitute a servitude in and upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Declarants and/or the Association and/or the Owners. Failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued, shall in no event be

deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Declarants and/or the Association with respect to parties aggrieved by such failure.

Section 22. Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Article shall give the Declarants and/or the Association and/or Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. The expense of such litigation shall be borne by the then violating Owner or Owners of the Property, provided such proceeding results in a finding that such Owner was in violation of these restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Declarants and/or the Association in seeking such enforcement and all costs of such enforcement action shall constitute part of the fees. Annual assessment against such Owner shall be enforceable as a lien upon the Property of such Owner in accordance with the provisions of Article V of this Declaration. The invalidation by any court of any of the restrictions contained in this Article shall in no way affect any of the other restrictions, which shall remain in full force and effect.

Section 23. Fences. Any fence placed upon any Lot must be approved by the ARB, as provided in Article VII hereof, prior to installation. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the ARB approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ARB's approval, at the time the fence is installed.

Notwithstanding that an Owner has obtained the approval of the ARB to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as either Declarant has not yet begun or is engaged in the construction of a Single-Family Unit on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the ARB's approval of the initial installation of the fence and/or landscape materials and Declarants shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the ARB and is permitted to cross any such easements, such ARB's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (e.g., utility provider or the City of St. Cloud), its successors and/or assigns, requires the removal of any fence upon the

Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot, when installing any fence upon the Lot, shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the ARB approval required by Article VII hereof.

Section 24. 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 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 Association is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, 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 satellite dishes or antennae. Any permissible satellite 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 satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the ARB to ensure compliance with the Association's rules governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae. This Article VIII, Section 24 shall not apply to Declarants.

Section 25. Improvements. No improvements of any kind including, without limitation, any building, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, gatehouses, streets, drives, roads, roadways, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, play structure, tennis court, basketball courts, backboards and hoops, soccer goals, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter walls, gazebos, benches, mailboxes, topographical feature, landscaping, lawn sculpture, fence, swimming pool, covered patios, screened enclosure, street lights and signs, shall be erected, placed or maintained, and no addition, alteration, modification or change to any such improvement shall be made without the prior written approval of the ARB, including, but not limited to, painting the Single-Family Unit in a color other than the color originally placed by Declarants on the painted surface, replacing the roof using a different type or color than the roof originally installed, or replacing a garage door or entry doors using a different color and type than originally installed.

Section 26. Flags. An Owner may display one (1) portable, removable United States flag in a respectful manner, and one (1) portable, removable official flag in a respectful manner,

not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard, or a POW-MIA flag.

Section 27. Garages. No garage, storage sheds or other accessory structures shall be erected which is separate from the Single-Family Unit. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

Section 28. Hurricane Shutters. No hurricane shutters may be installed without the prior written consent of the Association and the ARB, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association and the ARB, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed.

Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing Estates at Southern Pines' location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("**Hurricane Shutter Time Period**").

Each Owner who plans to be absent from his or her Single-Family Unit during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove approved hurricane shutters in accordance with the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Single-Family Unit should the Single-Family Unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

Section 29. Declarant Exemption. Each Declarant plans to undertake the work of marketing, selling and constructing Single-Family Units and improvements upon the Property and may undertake the work of marketing, selling and constructing other buildings upon adjacent land or other property being developed or marketed by Declarants or their affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Single-Family Units by Declarants and Declarants' affiliates are essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the ARB shall do anything whatsoever to interfere with any of Declarants' or Declarants' affiliates' activities relating to the marketing, selling or constructing of Single-Family Units and improvements upon the Property, the selling or constructing of other buildings upon adjacent land or any other property being developed or marketed by Declarants or any of Declarants' affiliates, or the sale, rental and/or other transfer of Single-Family Units by Declarants or any of Declarants' affiliates. In this respect, Declarants hereby reserve the right for themselves and their employees, agents, licensees and invitees to come upon any and all portions of the Property (including, without limitation, the Association Property as well as a Lot even after the same has

been conveyed to an Owner) as may be necessary or convenient to enable Declarants to carry on their work and other activities including, without limitation, Declarants' marketing, sale, development and construction of Estates at Southern Pines and the Single-Family Units therein.

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

#### **ARTICLE IX. PLANNED DEVELOPMENT**

Section 1. No Re-subdividing or Rezoning. No Owner shall be permitted to plat, re-plat, subdivide, seek a modification to any local government development order (as defined in Chapter 380, Florida Statutes) or apply for a rezoning of any portion of the Property without the prior written consent of the Declarants.

Section 2. Declarant Rights. The Declarants shall have the right to modify any local government development order, zoning and future land use designation of any portion of the Property still under its ownership.

#### **ARTICLE X. RIGHTS AND EASEMENTS RESERVED BY DECLARANTS**

Section 1. Utilities. Declarants reserve for themselves, their successors, assigns and designees, a right-of-way and easement to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines or other public conveniences or utilities on, in and over any area constituting a private street or right-of-way within the Property.

Section 2. Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. The Declarants or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, to make any grading of the soil, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected upon a Lot which are not located within the specific easement area designated on the plat, in this Declaration, or in a separate recorded document. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 3. Future Easements. The Declarants reserve the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Property owned by the Declarants. In addition, the Declarants hereby expressly reserve the right to grant easements and rights-of-way over, under and through the Common Area. The easements granted