

## ARTICLE III

### USE RESTRICTIONS

#### 3.1 Residential Use.

Each Lot and the buildings constructed therein shall be used for single-family residential purposes only, and no foster care homes, day care homes or community residential homes are permitted. No trade, business, commercial activity or profession may be conducted in, on, or from any Lot, except that a "home office" may be maintained within each Residential Unit, provided that: (i) no work or service is conducted on the Lot that can be seen or heard outside of the Residential Unit; and (ii) there is not a material increase in traffic to and from the Lot; and (iii) no one other than the Owner or lawful occupants of the Residential Unit shall regularly work at or visit the "home office" for business purposes. The letting, renting, or leasing of Residential Units for non-transient residential purposes shall not constitute a trade or business.

#### 3.2 Architectural Standards.

(a) Initial Construction: No building, fence, wall, mailbox, swimming pool, driveway or other improvements, including landscaping, shall be installed or constructed on a Lot, nor may the Lot be cleared for construction of improvements or the installation of landscaping, except in accordance with plans and specifications, (including a site plan and landscape plan for the Lot), showing the nature, kind, height, color, materials, location and other pertinent information (including samples of materials when requested) about proposed improvements, that have been approved in writing by the Developer in accordance with the procedures described in Article VIII hereof.

(b) Modifications of Exteriors: A Lot Owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the exterior of his Residential Unit or Lot including driveways and landscaped areas, nor make any additions to the exterior of his Residential Unit including the installation of window air conditioners, except in accordance with plans and specifications (including site plans and landscaping plans when applicable) showing the nature, kind, height, color, materials, location and other pertinent information (including material samples when requested) that have been approved by the Modifications Committee.

#### 3.3 Minimum Square Footage.

Lots 1-25, inclusive, and Lots 59-113, inclusive, as to be established by the Plat, shall have a minimum square footage of 2,000 square feet of interior heated and air conditioned living area, exclusive of garages, porches and patios.

Lots 26-58, inclusive, and Lots 114-133, inclusive, as to be established by the Plat, shall have a minimum square footage of 2,800 square feet of interior heated and air conditioned living area, exclusive of garages, porches and patios.

### 3.4 Other Structures.

Except as to items initially approved by the Developer, no sheds, walls, fencing, tanks, storage buildings, clothes lines, basketball hoops or support structures, children play structures, dog houses, gazebos, swimming pools, or structures of any type, whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent, may be erected on a Lot, unless approved by the Modifications Committee. Basketball hoops or support structures may not be attached to the Residential Unit and must be easily removed and stored within the Residential Unit when not in use. No shed or outbuilding of any kind shall be at any time used as a residence either temporarily or permanently. Prior to the start of construction of the Residential Unit, and after completion of construction of the initial improvement, the Lot as evidenced by a certificate of occupancy for the Lot, no trailer, mobile home, shed, or outbuildings shall be erected or permitted to remain on any Lot, nor shall any construction materials or other items be stored on the Lot, except as approved by Developer.

### 3.5 Landscaping.

In connection with the initial construction of a Residential Unit on a Lot, complete landscaping plans for the Lot shall be prepared and submitted with the Lot site plan and the Residential Unit plans and specifications to the Modifications Committee as part of the architectural approval process. Landscape plans for Lakefront Lots shall include sod to the waterline of the lake. All landscaping plans shall include an automatic underground sprinkler system covering the entire Lot including grassed areas of the lake banks of Lakefront Lots. Irrigation water for Lots shall be supplied by the central water system constructed by Developer as part of Work, and not by wells located on Lots. Site plans and landscaping plans shall be designed to preserve to the maximum practical extent existing trees. No living trees measuring ten (10) inches or more in diameter at a point two (2) feet above the ground may be removed without the written approval of the Developer or the Modifications Committee unless located within five (5) feet of the approved location of the Residential Unit or within the approved driveway location. Any Person removing trees in violation of this covenant shall pay to the Developer (or the Association, after the Developer no longer owns any Lots within the Property) a stipulated liquidated damage sum of \$200.00 per inch of diameter measured two (2) feet above the ground for each tree.

### 3.6 Permits and Restrictions.

Reference is made to the St. Johns River Water Management District Permit No: 40-031-100103-1 ("SJRWMD Permit") governing the Property. The Property will be required to be developed, maintained and operated in accordance with requirements of the SJRWMD Permit and the Association agrees to accept an Assignment of the SJRWMD Permit from the Developer and upon becoming the assignee of any such SJRWMD Permit, the Association shall have the obligation to assure that all terms and conditions thereof are enforced. The Developer or the Association shall have the right to bring an action, at law or in equity, against a Lot Owner violating the SJRWMD Permit.

All Owners of Lots shall, by acceptance of title to the Lot be deemed to have assumed the obligation to comply with the requirements of the foregoing SJRWMD Permit as such relate to the Lot. Except as required or permitted by the foregoing SJRWMD Permit, no Owner of a Lot shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of their Lot or any Common Areas which contains jurisdictional wetlands, uplands buffers, or conservation areas as established by the SJRWMD, unless and until such activity is authorized by or exempt from the requirements of SJRWMD with confirmation of the same being confirmed by documentation of such exception and/or approval, in a form acceptable to Developer or the Association. In the event that an Owner violates the terms and conditions of such permits and for any reason the Developer or the Association is cited therefore, the Lot Owner agrees to indemnify and hold the Developer and the Association harmless from all costs arising in connection therewith, including without limitation all costs and attorneys fees as well as costs of curing such violation, including but not limited to any correction costs, fines or penalties. Each Owner similarly agrees not to violate the terms of any Conservation Easement affecting the Common Areas, including but not limited to the Preservation Area.

### 3.7 Fences and Walls.

(a) General: Except as to the Property Boundary Fence and entry monumentation initially approved by the Developer, no fences or walls of any kind shall be placed or installed on the Property without the written approval of the Modifications Committee provided this provision shall not apply to Developer or Pineapple Corporation. The foregoing includes the right to regulate the size, location, style and color of all fences and walls, and to require styles and colors compatible with other fences and improvements. Hedges or dense vegetation are encouraged as a preferred method for privacy screening. Chain link or other forms of wire fences shall not be permitted. No fencing, walls or landscaping shall be permitted which will interfere with the Association's rights and obligations pursuant to this Declaration.

(b) Property Boundary Walls and Fence: Without the prior written approval of the Developer and/or the Modifications Committee, the Property Boundary Fence, as described in Article II hereof, may not be removed, altered or modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property.

(c) Preservation of Easement Rights: Specific reference is made to the easements shown on the Plat granted and/or reserved in this Declaration. No fence, wall, or other improvement that interferes with exercise of these easement rights may be constructed, installed or maintained in these easement areas unless otherwise approved by the Developer and/or the Modifications Committee. Any improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by Developer, the Association, or the grantee of the easement.

### 3.8 Setback Lines.

To assure that structures, driveways and other improvements will be located with regard to adjacent residences and the topography of each Lot and to preserve

trees, the Developer shall have the right to approve the location of all structures and other improvements initially constructed on all Lots, subject to compliance with zoning regulations and the PUD Ordinance. This provision shall not apply to Pineapple Corporation.

### 3.9 Vehicle Restrictions and Garage E;..

(a) Parking: No vehicle, boat, mobile home, or trailer may be parked, stored, or repaired, anywhere within the Property except that functional passenger automobiles, vans, motorcycles and non-commercial vehicles (collectively "Permitted Vehicles") may be parked in the garage of the Residential Unit. Passenger automobiles, vans, motorcycles and non-commercial vehicles may be parked in the driveway of the Residential Unit provided that they shall not be allowed to remain on any Lot driveway for a continuous period of 48 hours. Boats, trailers, motor homes, recreational vehicles and other vehicles that are not Permitted Vehicles may be regularly parked only in the garage of a Residential Unit. Construction trailers may be parked only with the prior written consent of the Developer and/or the Modifications Committee and in an area designated by the Developer and/or the Modifications Committee. Notwithstanding any provision of this Section 3.9 to the contrary, the Association shall have the authority to grant permission for the temporary parking of boats and/or motor homes or recreational vehicles on a case by case basis, provided that in no event shall any recreational vehicle be parked on any Lot for more than a continuous period of twenty-four (24) hours. No parking places may be constructed on any Lot, except as constructed in accordance with plans and specifications approved by Developer and/or the Modifications Committee, provided this provision shall not apply to Pineapple Corporation. Commercial vehicles with advertising thereon shall not be parked on the Property within public view on a regular basis. Streets within the Property shall not be regularly used for parking. No inoperative vehicle of any type shall be allowed to remain either on or adjacent to any Lot for a continuous period in excess of 48 hours, provided, however, this provision shall not apply to any such vehicle being kept in the garage of a Residential Unit and not visible from the street or neighboring Lots. Additional rules and regulations regarding use, repair and storage of vehicles on the Property may be promulgated from time to time by the Board. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. No Permitted Vehicle and no boat, trailer motor home, recreational vehicle, or other vehicles or other motorized equipment shall be maintained and/or repaired on any Lot provided nothing in this paragraph prohibits: (i) the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours; (ii) the washing of Permitted Vehicles or a boat, trailer motor home recreational vehicle or other motorized equipment if such washing is a non-commercial activity associated with the Lot Owners use and/or ownership of the same; or (iii) the occasional parking of vehicles by delivery personnel, guests of Owners, or Owners' family members in a manner not complying with this paragraph.

(b) Garages: All Residential Units must be constructed with a garage (attached or detached) which shall contain at least two standard size parking places usable for parking vehicles. All garages must have electric door openers which shall be maintained in a useful condition and shall be kept closed when not in use. Garage entrances shall face toward the side or front of the Lot. No garage shall be

permanently enclosed or converted to another use, provided this provision shall not prohibit combined garage and other residential uses if such other uses have been approved as part of the plans and specifications for the Residential Unit by the Developer and/or the Modifications Committee.

(c) Driveways: All improved Lots shall have a paved driveway constructed of a material approved by the Developer and/or the Modification Committee as part of the plans and specifications for the Residential Unit.

### 3.10 Antenna Systems.

No antennas, masts, towers, poles, aerials, satellite dishes, or similar appurtenances shall be erected, constructed, or maintained on the exterior of any Residential Unit or Lot, except that one satellite dish of one (1) meter or less may be installed, subject to reasonable Architectural Criteria established by the Developer and reviewed by the Modifications Committee regarding location and screening which do not unreasonably interfere with signal reception.

### 3.11 Occupancy and Leasing Restrictions.

(a) Occupancy: Each of the Residential Units shall be occupied only by the Owner or lessee of a Residential Unit, members of their family, their servants and nonpaying social guests. Entire Residential Units may be rented provided the occupancy is only by the lessee and the members of their family, servants and nonpaying social guests.

(b) Lease Requirements: All rentals of Residential Units shall be documented by a written lease which shall set forth, among other things, the address of the Residential Unit, the name(s) of the tenants, the lease commencement date and the term. A copy of the fully executed lease shall be delivered by the Owner to the secretary of the Association within five (5) days of the full execution of such lease. Nothing herein shall be deemed to prevent an Owner from leasing Residential Unit for use as a residence for .2. term 6<sup>4</sup>. o91.s.s than twelve (12) months subject to the provisions and rules and regulations of the Association. Rentals of less than ninety (90) consecutive days in duration or the operation of a rooming house, hostel or hotel shall be deemed to be a commercial use for purposes of enforcement of this Declaration, and are strictly prohibited. The tenants who are occupying a Residential Unit pursuant to a written lease shall be permitted to use the Common Areas during the lease term, provided that the tenants comply with any and all policies, rules and regulations of the Association.

(c) Compliance: All tenants shall be subject to the terms and conditions of the Governing Documents and the rules and regulations promulgated thereunder as though such tenant were an Owner. Each Owner agrees to cause his lessee, and the occupants, or persons living with Owner or with his lessee to comply with the Governing Documents and the rules and regulations promulgated thereunder. Each Owner is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that the occupants of the Residential Unit are also fully liable for any violation of the documents and regulations. In the event that a lessee or occupant violates a provision of the Governing Documents, the Board shall have the power to bring legal proceedings against the lessee to recover sums

due for damages or injunctive relief, or for any other remedy available at law or equity. The Owner will be jointly and severally liable with the tenant to the Association for any amount (as determined in the sole discretion of the Association) which is required by the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by the act or omission of the tenant. Special assessments may be levied by the Association's Board of Directors by majority vote of the Board of Directors as called for in the Bylaws article IV, Section 3(b) against the Lot for such amounts.

### 3.12 Animals.

No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that common household pets may be kept by the occupants of each Residential Unit, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. No pet shall be allowed to run at large and all pets shall be kept within an enclosed area, which must be clean, sanitary and reasonably free of refuse and waste. Pet Owners shall be responsible for the timely removal of DE pet waste on Pet Owners' Property and Common Areas. No pets may be maintained, kept, cared for or boarded for hire or remuneration and no kennels for boarding or operation shall be allowed. Common household pets" means dogs, cats, domestic birds, and fish. Dogs must be kept on a leash or within enclosed areas at all times. The Association may establish a maximum number of pets that may be kept on a Lot. The Owner will be liable to the Association for any amount (as determined in the sole discretion of the Association) which is required by the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by Owner's violation of this provision. Special assessments may be levied by the Associations Board of Directors by majority vote of the Board of Directors as called for in the Bylaws Article IV, Section 3(b) against the Lot for such amounts.

### 3.13 Storage of Fuel Tanks, Garbage and Trash Receptacles.

All above-ground tanks, cylinders or containers for the storage of liquid petroleum, gas or other fuels, garbage or trash, must be located inside of Residential Units or within side or rear yards and must be screened from view from adjacent Lots and the adjacent streets and meet the requirements of applicable law. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, !tr.;c51,,or permitted anywhere within a Lot, except inside the Residential Unit, or in refuse containers concealed from view. Burning of trash, rubbish, garbage, leaves or other materials in the open, by an incinerator or otherwise, is not permitted.

### 3.14 Utilities.

All potable water arid sewage facilities and service to the Property shall be supplied by the central water supply and sewage system installed by Developer as part of the Work. Except for wells installed by the Developer, if any, no well of any kind shall be dug or drilled on the Property, including wells intended to provide irrigation for landscaping located on Lots without the written consent of the Developer and/or the Association. No septic tank may be constructed on any Lot, and

no wastewater may be discharged on the open ground of the Property, or into the lakes or other Common Areas.

### 3.15 Renewable Resource Devices.

Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Modifications Committee and with such Developer and or the Modification Committee's approval. Such devices may not be installed on the portion of the roof of a Residential Unit facing the street. The standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

### 3.16 Signs, Mailboxes, Banners and Flags.

Other than Developer's and Pineapple Corporation's right to utilize sales and related signage during the time which Developer or Pineapple Corporation are selling the Lots or developing or construction improvements on the Lots, which shall be satisfactory to Developer in Developer's sole opinion, no sign of any kind shall be displayed to public view within the Property, except customary address signs and a lawn sign of not more than four (4) square feet in size advertising a Lot for sale or rent, which complies with the Regulations of the Association. All signs permitted by this subsection must be approved by the Developer (as to initial construction of address signs) and/or the Modifications Committee. The size, design and color of all mailboxes and the supporting structures must be approved by the Developer or the Modifications Committee and must comply with Postal Service regulations. One flag of the United States of America may be displayed on each Lot in accordance with Regulations established by the Modifications Committee. No banners or other flags may be displayed on a Lot, except as permitted by Association Regulations.

### 3.17 Outdoor Drying of Laundry.

Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and streets.

### 3.18 Window Treatments and Air Conditioners.

No reflective foil, reflective glass or other reflective material shall be installed or maintained on any windows of a Residential Unit. The portion of drapes, blinds, and other window coverings visible from the outside of the Residential Unit shall be a solid (non-patterned) color. No window air conditioning units shall be permitted. All exterior components of air conditioning units shall be screened from view from adjacent Lots and streets by approved fences, walls or shrubbery, in accordance with the plans and specifications for the Residential Unit approved by the Developer and/or the Modifications Committee.

### 3.19 Security Alarms.

Security alarms audible outside of the Residential Unit must be connected to a monitoring service that is able to shut-off the alarm, or the security alarm must automatically shut-off after not more than fifteen (15) minutes or such other interval as provided in the Association Regulations.

### 3.20 Noise.

All sounds emanating from within Residential Units or from Lots, including without limitation, talking, singing, televi,sion, radio, audio equipment or musical instruments, shall be maintained from 10:00 p.m. until 7:30 a.m. at such volume as is not audible beyond the boundaries of the Lot from which it originates, and at all times so as not to constitute a nuisance or unreasonable annoyance or nuisance to other occupants of the Property.

### 3.21 General Prohibitions and Indemnity.

No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of applicable Law. No use shall be made of the Property or any part thereof in violation of the Governing Documents having jurisdiction thereof. No noxious, destructive or offensive activity is permitted within the Property, nor shall anything be done within the Property that may constitute a nuisance to any other Person lawfully occupying any portion of the Property. Each Owner shall defend, indemnify, and hold the Association, the Developer, and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant of such Owner's property in violation of this Section 3.21. If a dispute or question arises as to what may be or become a noxious, destructive or offensive nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question.

### 3.22 Casualty Damage.

In the event of damage or destruction by fire or other casualty to the improvements on any portion of the Property, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year, unless an extended completion time is approved by the Developer and/or the Association, or unless the Owner has elected not to restore such improvements. In all cases, all debris must be removed and the parcel restored to an orderly condition as soon as possible, but not to exceed one hundred eighty (180) days after such damage or destruction.

### 3.23 Shoreline Improvements.

No docks appurtenant to any Parcel shall be permitted. Bulkheads, decks and other shoreline improvements may be built only with the approval of the Developer and/or the Modifications Committee.