

**ARTICLE XI
CONDEMNATION**

Section 1. General. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least sixty seven percent (67%) of the total Class "A" votes in the Association and of the Declarant, as long as the Declarant owns any Property) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property in the Community, and Members representing at least seventy five percent (75%) of the total Class "A" votes in the Association, shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Article X, Sections 3, 4 and 5 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

**ARTICLE XII
USE RESTRICTIONS**

Section 1. Residential Use. Subject to the Declarant's rights set forth herein, no commercial use of a Unit which shall be inconsistent with applicable zoning laws and regulations shall be permitted unless approved by the Board of Directors in writing.

Section 2. Nuisances. No activity shall be permitted to exist or operate in a Unit which constitutes a nuisance or is detrimental to the Community or to any other Unit within the Community. No Owner or resident of a Unit may make or permit any disturbing noises, as determined by the Board of Directors, whether made by himself, his or her family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his or her Unit or in or about the Community if the same shall in any manner disturb or annoy the other residents or Owners in the Community.

Section 3. Unlawful Use. The Association and the Owners shall comply with all applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency relating to the Community.

Section 4. Insurance. No Owner shall permit anything to be done or kept in or on his Unit or the Common Area which increases the rate of insurance, or results in the cancellation of insurance, on the Common Area.

Section 5. Pets. No household pets shall be permitted by Owners in a Unit except in accordance with the pet behavior criteria established in the Rules and Regulations for the Association. Furthermore, all permitted pets must be contained in the Owner's Unit and shall not be permitted to roam free. Further, all permitted pets must be leashed at all times when not located in the Unit and may be walked only in designated areas. No goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept. Commercial activities involving pets shall not be allowed. Pets of Owners or occupants shall be limited to a reasonable number as determined by the Association in its sole and absolute discretion. The ability to keep a pet is a privilege, not a right. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community.

Section 6. Signs. No sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Unit (including in any window), and/or Common Area unless expressed prior written approval of the size, shape, content and location has been obtained from the Board of Directors, which approval may be withheld in its discretion. Notwithstanding the foregoing, the Declarant shall be permitted to post and display advertising signs on the Property and the Board of Directors may erect reasonable and appropriate signs on any portion of the Common Area. Additionally, no Unit Owner may hold an "open house" without first obtaining the approval of the Board of Directors.

Section 7. Exterior Lighting. Except as may be installed initially by Declarant, no spotlights, seasonal and special effect lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Unit which in any way will allow light to be reflected on any other Unit or the improvements thereon or upon the Common Area, or any part thereof without the prior written approval of the Committee and in accordance with the Architectural Review Requirements. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted.

Section 8. Traffic Hazards. Nothing shall be erected, constructed, planted or otherwise placed in the Community subsequent to the initial construction of improvements in the Community by Declarant which creates a traffic hazard or blocks the vision of motorists upon any of the streets, roads or intersections of the Community.

Section 9. Service Yards. All garbage receptacles, gas meters, air conditioning, heating, pool equipment, materials and supplies, and other equipment placed or stored outside must be concealed from view from roads and adjacent Community in accordance with the Architectural Review Requirements. No Unit Owner may erect any structure or improvement that will deny or impede the Association's access to the Unit Owner's yard.

Section 10. Antennas, Other Devices. Except as permitted by law, and except as may be installed initially by Declarant, no exterior radio or television antenna, satellite dish or other receiver transmitting device or any similar exterior structure or apparatus may be erected or maintained unless approved by the Committee, pursuant to the Architectural Review Requirements; provided, however, each Owner may maintain a satellite dish provided the satellite dish complies with location guidelines adopted by the Committee.

Section 11. Temporary Structures. No temporary structure, such as a trailer, tent, shack, barn, shed or other outbuilding shall be permitted at any time, other than:

- (a) Temporary structures during the period of actual construction; and

- (b) Tents or other temporary structures for use during social functions.

Section 12. Water Supply and Sewerage. No septic tanks shall be permitted (except for the initial temporary sales and construction trailers) within the Community. No wells shall be installed, unless permitted by the Committee pursuant to the Architectural Review Requirements and provided the Unit Owner obtains all governmental approvals.

Section 13. Fuel Storage Tanks. No fuel or gas storage tanks shall be permitted; however, an Owner may keep and maintain a small gas tank for gas barbecues, fireplaces and hot tubs, provided they are maintained in accordance with the Architectural Review Requirements.

Section 14. Parking and Garages. Owners shall park only in their garages, in the driveways servicing their Unit, or in appropriate parking spaces designated by the Board. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. Only the number of cars exceeding occupied garage spaces shall be parked on the driveway. Cars parked in the driveway shall be parked such that they are not blocking the sidewalk.

Section 15. Soliciting. Soliciting is strictly forbidden within the Community. Owners should notify the Association if a solicitor appears, and appropriate action will be taken.

Section 16. Trees and Plantings. Pursuant to the Architectural Review Requirements, but excepting any landscaping as may be put in place initially by Declarant, no trees or other plantings shall be cut, removed or added without approval of the Committee, nor shall any Unit Owner alter the landscaping, plant beddings (including mulch or any substitute therefore) or modify the swales without the approval of the Committee. Upon violation of this provision, the Association maintains the right to enter into and upon the Unit and its appurtenant lot and remove and/or replace the unapproved article(s), which cost shall be assessed against the Owner as a Specific Assessment.

Section 17. Fences, Enclosures and Walls; Clotheslines. Except as may be installed initially by Declarant, no fences, screens (including pool screens) and/or enclosures (including front or rear screening/enclosures of any kind), pergolas, invisible pet fences or walls shall be erected unless in accordance with the Architectural Review Requirements and only upon consent by the Committee. Furthermore, Unit Owners shall not erect or maintain any clotheslines, without the written consent of the Board of Directors. Upon violation of this section, the Association maintains the right to enter into and upon the Unit and its appurtenant lot and remove and/or replace the unapproved article(s), which cost shall be assessed against the Owner as a Specific Assessment.

Section 18. Motor Vehicles, Trailers, Etc. Recreational vehicles, including but not limited to boats, watercrafts, motorcycles, boat trailers, golf carts, mobile homes, trailers (either with or without wheels), motor homes, vans over fourteen (14) feet in length, tractors, trucks in excess of three-fourths (3/4) ton, all-terrain vehicles, commercial vehicles of any type, campers, motorized campers, motorized go-carts, motorized skateboards, scooters or any other related transportation device may only be stored outside or on any Unit a maximum of 8 hours but not over night, unless fully garaged. Moreover, no recreational vehicle shall be parked on any portion of the Common Area unless such areas are specifically designated for recreational parking. The Association may make reasonable rules regarding the use of motorized skateboards, mopeds, scooters and motorcycles in the Community. No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Vehicles shall be parked only within Units on paved surfaces and shall not block sidewalks or bike paths and the Unit Owners must park their motorcycles, motorized skateboards, scooters and car(s) in the garage when not in use.

Parking by Owners within street rights-of-way is prohibited and the Association is authorized to tow vehicles parked in violation hereof. Overnight parking in street rights-of-way by non-Owners shall be prohibited.

Section 19. Recreation Equipment. All basketball courts, backboards, volleyball nets, swing sets, sandboxes and other outdoor recreational equipment shall be installed, maintained or used only in accordance with the Architectural Review Requirements, and approved by the Committee and no portable basketball hoop may be left outside overnight.

Section 20. Lawns and Landscaping. Any changes to a Unit's yard, landscaping, shrubbery and any flora (including the replacement or addition of flora, plantings or modification of swales) to be performed by an Owner with respect to the Owner's Unit must be approved by the Architectural Review Committee. Further, except as may be installed initially by Declarant, no gravel, blacktop or paved parking strips shall be installed or maintained by any Owner adjacent to and along the street. No trash, debris or refuse pile shall be placed or remain on a Unit.

Section 21. Subdivision. No Unit shall be further subdivided except upon express written consent of the Board of Directors of the Association, and in accordance with applicable subdivision regulations.

Section 22. Conservation Areas. No person may alter the Conservation Areas, including but not limited to all wetlands and upland buffer areas, from their natural and/or permitted condition; provided, however, the Association and Declarant may remove all exotic or nuisance vegetation as permitted under SFWMD permit pertaining to the Community, or restore any Conservation Area as set forth in any restoration plan contained in a conservation easement created for the Conservation Areas. Exotic vegetation may include, but is not limited to, mealeuca, Brazilian pepper, Australian pine, Japanese climbing fern or any other species currently listed by the Florida Exotic Pest Plant Council. Nuisance vegetation may include cattails, primrose willow and grapevine.

Section 23. Leases. No Unit Owner may dispose of a Unit or any interest therein by lease without approval of the Association, such approval to be granted or withheld in the Association's sole and absolute discretion. In order to maintain a community of congenial Owners who are financially responsible and thus protect the value of the Units, the leasing and rental of Units by any Owner shall be subject to the following provision, which provision each Unit Owner covenants to observe: (i) no Owner may lease his or her residence for a period less than ninety (90) days without the prior written approval of the Board, which approval is subject to the Board's sole and absolute discretion; (ii) the Unit Owner must first submit to the Board a copy of the fully executed lease for its approval, to determine whether the term is correct; (iii) the lease must specifically state that the tenant lets the Unit subject to the terms and conditions of this Declaration and that if the Unit Owner becomes delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Unit Owner related to the Unit have been paid in full to the Association and the Association releases the tenant, or until the tenant discontinues tenancy in the Unit.

Notwithstanding the above, the Association is entitled to exercise any and all other remedies at law or in equity as against the Unit Owner or the tenant. The tenant does not, by virtue of payment of monetary obligations, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association.

Section 24. Window Treatments. All window coverings shall be lined with white or off-white lining on the side exposed to the public, unless otherwise approved by the Board of Directors.

Section 25. Hurricane Shutters. Any hurricane shutters or other protective devices visible from the outside of a Unit shall be of a type approved in writing by the Architectural Review Committee. Hurricane shutters may not be left closed for any extended period beyond the time needed for hurricane protection. Any approved hurricane shutters may be installed or closed up five (5) days prior to the expected arrival of a hurricane and must be removed or opened within five (5) days after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the Committee shall not be deemed as an endorsement of the effectiveness of hurricane shutters.

The following specific restrictions apply to each of the hurricane shutters listed below:

1. Clear hurricane shutters are approved for all windows, entry doors, sliding glass and French doors. These are the only shutters approved to be on the Unit throughout hurricane season (typically June 1st through November 30th).
2. Roll down hurricane shutters are approved for all windows, entry doors, sliding glass and French doors.
3. Galvanized steel shutters are approved for all windows, entry doors, sliding glass and French doors. All shutters must be fully installed, including all slats in place and all such openings covered during a storm event referenced above.
4. Accordion type shutters may be installed but are only approved for windows and doors on the lanai area in the rear, the sides of a Unit, or courtyard area of the Unit. Accordion type shutters are not permitted in the front of the Unit.
5. No other hurricane shutters are permitted without Committee approval.
6. A Unit Owner or occupant who plans to be absent during all or any portion of a hurricane season as defined above must prepare their Unit prior to their departure by designating a responsible firm or individual to care for their Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage. A Unit Owner must furnish the Association with the names of such firm or individual prior to any storm event.

Section 26. Garage. All garage doors must be closed when not in use. No Unit Owner may convert his or her garage to living space, an office or workshop.

Section 27. Waterfront Property, Boat Docks, Vessels. As to all portions of the Community which have a boundary contiguous to any body of water, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of any body of water unless approved by the Architectural Review Committee and in accordance with the Boat Dock Restrictions. The Architectural Review Committee may adopt uniform standards (including set back and boat size requirements) for boat

docks, davits, hoists and docks, which standards may allow more than one (1) type of each of such installations, whether for the purpose of offering choices of same or reflecting the particular location of the installation or other relevant factors. At no time, though, shall the Architectural Review Committee adopt standards or withhold approvals so as to prevent any Unit adjoining a body of water from having a davit, hoist or Boat Dock, as the case may be.

(b) The ability of an Owner to install a Boat Dock (as opposed to only pilings and a boat davit or hoist) shall be determined by reference to all County and Federal requirements and is not guaranteed, represented or warranted by Declarant.

(c) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any body of water or the banks thereof.

(d) A Boat Dock is not permitted to house more than one (1) Vessel at any given time without the express written consent of the Association, which shall be granted in the Association's sole discretion. Similarly, a Boat Slip is not permitted to house more than one (1) Vessel at any given time without the express written consent of the Association, which shall be granted in the Association's sole discretion.

(e) As to any boat or any other vessel kept within the Community:

(i) Same shall have a current registration, be fully functional and seaworthy and shall be kept in good and attractive condition.

(ii) No "liveaboard" shall be permitted (this being in addition to applicable County requirements and conditions). "Liveaboards" shall mean any person inhabiting a vessel for any five (5) consecutive days or a total of ten (10) days in any thirty (30) day period.

(iii) Such boat or other vessel shall be the property of the Owner of the adjoining Unit or a tenant thereof provided, however, that when the boat or other vessel is brought in and kept within the Community, the party doing so notify the Association and provide the Association with such information in that regard as the Association shall reasonably require.

(iv) Marine liability insurance of at least One Million Dollars (\$1,000,000) per occurrence shall be maintained on each boat or other vessel kept within the Community from time to time and the Association shall be made an additional insured thereunder.

(v) No repairs shall be made to any vessel within the Community except, (i) routine maintenance not including another vehicle or vessel coming into the Community, or (ii) the minimum amount necessary to enable a vessel to be taken elsewhere for repairs or disposal.

(f) No drilling, mining, manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on or upon any Boat Dock or any part thereof, excluding such activities conducted in connection with the installation of a Boat Dock, provided that such installation is done in accordance with the terms and conditions of this Declaration. The foregoing shall not apply to the sales or leasing activities of the Declarant, nor any lawful dredging operation. Notwithstanding the foregoing, a Unit Owner may use his or her Boat

Dock for the purpose of sales of a Vessel owned by the Unit Owner and approved to be moored in the Boat Dock, provided that no "for sale" sign or boat sales office shall be permitted on the Boat Dock or on a Vessel.

(g) Each Unit Owner is solely responsible for the proper mooring of his or her Vessel and is required to maintain mooring lines in good condition and sufficiently strong to secure the Vessel at all times. All mooring whips must be of a type approved by the Association. Any special mooring rules or procedures issued by the Association shall be complied with at all times. Vessels moored in a Boat Dock shall not be permitted to extend over the boundary of the Boat Dock. The Vessel (including all bowsprits, booms, pulpits and other projections and overhangs) must be moored as close as possible to the dock, consistent with good boating practice.

(h) During high velocity wind threats, each Unit Owner shall be responsible for following all safety precautions that may be issued or recommended by the National Weather Service, U.S. Coast Guard, the Association or any other applicable agency. If an Unit Owner's Vessel sinks as a result of a storm, or for any other reason, the Unit Owner must remove the sunken Vessel immediately after the occurrence of such event and, if not so removed within twenty-four (24) hours after the sinking, the Association may, (but shall not be obligated to) remove the sunken Vessel and impose an individual slip fee against the Unit Owner for the cost of such removal. Each Unit Owner agrees to indemnify, defend and save the Association, its agents, employees and designees for and from any and all loss or damage incurred in connection with the exercise or nonexercise of the Association's rights hereunder. If a Unit Owner plans an extended absence during the boating season, such Unit Owner must prepare his Boat Dock and secure or remove, as appropriate, his Vessel prior to his departure in accordance with the standards established by the Board of Directors (or in the absence thereof, with all due care), designate a responsible firm or individual to care for his Boat Dock and Vessel should there be a high velocity wind threat or other storm, and furnish the Association with the name, address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the Association. The Unit Owner shall be liable for all damages caused to the Boat Docks, Vessels or other property of other Unit Owners for such Unit Owner's improper preparation or failure to remove, as the case may be, of his or her Boat Dock and Vessel for high velocity wind threats and other storms. Notwithstanding anything contained herein to the contrary, the Association may also levy fines in accordance with the rules and regulations if the Unit Owner fails to abide by the provisions of this paragraph. Notwithstanding the right of the Association to enforce the foregoing requirements, the Association shall not be liable to any Unit Owner or other person or entity for any damage to persons or property caused by a Unit Owner's failure to comply with such requirements.

(i) No open fires shall be permitted on any Vessel or Boat Dock, except in any areas which may be approved for such use by the Board.

(j) The Association shall have the right to inspect any Vessel to determine its compliance with all applicable municipal, county, state and federal fire, safety and other regulations, as well as to determine whether the Vessel complies with the maximum Vessel size requirements for the applicable Boat Dock. The Association shall have the right (but not be required) to remove any Vessel which fails to comply with said regulations or fails to fit within the applicable Boat Dock. Each Unit Owner shall indemnify, defend and save the Association, its agents, employees and designees from and against any loss or damage incurred in connection with the exercise or nonexercise of the Association's rights hereunder.

(k) No use or practice which is either an annoyance to Unit Owners or an interference with the peaceful possession and proper use of the Boat Docks by the Unit Owners shall be allowed.

(l) Whenever the Association is permitted or required by this Declaration to enter any Boat Dock for the purpose of correction, repair, cleaning, clearing, or in the event of an emergency, or any other required or permitted activity, such entrance shall not be deemed a trespass.

(m) No improvement shall be erected, placed or altered on any Boat Dock by any Unit Owner. Any change in the exterior appearance of any improvement and any change in the appearance of any landscaping, shall be accomplished only with the approval of the Association. The Association shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Declaration.

(n) Each Vessel must have such sanitary equipment on board as is required by all applicable federal, state and local authorities. No Vessel shall be deemed to be in compliance with this paragraph if such equipment is not fully operational or if such equipment such as a holding tank or approved marine sanitary system is bypassed or altered contrary to such requirements. The Association shall have the right to board all Vessels upon reasonable notice to inspect same for compliance with this requirement. In no event whatsoever shall a Unit Owner discharge sewage or any other substance (other than bilge water) into the waters.

(o) No swimming shall be permitted within the canals or other water bodies of the Community. Diving shall be permitted for the purpose of maintenance and repair of Vessels or of the Boat Docks.

(p) Unit Owners may perform routine washing, waxing and detailing on their Vessels. Unit Owners may also perform minor repairs as determined by the Board from time to time. Maintenance and repair of Vessels other than routine cleaning and minor repairs approved by the Board is not allowed in a Boat Dock.

(q) The Declarant and Association shall have the right to increase or decrease the size of any Boat Dock, from time to time in their discretion, provided that such modification does not interfere with navigation or materially and adversely affect the rights of any Unit Owner.

(r) The handling, storage, transportation and disposal of hazardous or toxic materials shall be prohibited at the Boat Docks; provided, however, that this shall not prohibit the proper handling, storage and transportation of petroleum products used by a Unit Owner in connection with the operation of his or her Vessel, so long as in accordance with the terms of this Declaration and any applicable laws. The Association shall have the right to immediately remove, or cause the removal of, any hazardous or toxic material located in the canals of the Community. Each Unit Owner shall insure that any bilge water pumped into the waters does not contain any petroleum or other hazardous or toxic materials. For purposes of this paragraph, hazardous or toxic materials shall be as defined by Federal, Florida and common law. Each Unit Owner shall indemnify, defend and save the Declarant, the Association and any management agent harmless from and against any damages, claims and liability resulting from or arising out of the violation of any of the requirements of this paragraph by such Unit Owner. All expenses incurred by the Declarant and the Association in connection with compliance with all environmental and related laws shall be paid in accordance with this Declaration, except in the case of a violation of this Declaration by a particular Unit Owner.

(s) The Declarant may include in any contract or conveyance documents for any Boat Dock, additional protective covenants and restrictions not inconsistent with those contained herein.

(t) Mooring of powerboats (including personal watercraft, or "jet skis") shall be limited to one dock with a single Boat Dock for each Canal Unit.

(u) Rental of slips is prohibited. Slip use is allowed only for Owners of waterfront Units (attached upland properties) and their guests, not for long term mooring of vessels owned by others.

(v) Construction of marinas, multifamily docks and boat ramps is prohibited.

(w) All dock pilings shall be made of concrete, plastic, steel or sleeved with material which will prevent the leaching of heavy metals into the water column. Unsleeved CCA-treated pilings are specifically prohibited.

Section 28. Manatee Protection. The Association shall implement and maintain a marina manatee education program developed with the assistance of and approved by the Imperiled Species Management Section of the Florida Fish and Wildlife Conservation Commission. Whether or not covered by such program, all persons using the Common Area waterways shall do so with due regard to manatee protection as well as the protection of any and all other affected animal or plant species.

Section 29. Declarant Exemption. The provisions of this Article are intended to restrict certain uses that may be harmful or affect the ambience or aesthetic appeal of the Community to be constructed by Declarant. The restrictions are not intended to prohibit Declarant from performing such work as may be necessary in the completion of the work in the Community. The restrictions of this Article shall therefore not be binding upon Declarant in the performance of any of the work required in order to complete construction of the Community.

ARTICLE XIII DECLARANT'S RIGHTS

Section 1. Declarant's Rights. The Declarant and its successors or assigns will undertake the work of constructing Units and related amenities on the Units and improvements on the Common Areas. The completion of that work and the sale, rental and other disposal of Units is essential to the establishment and welfare of the Community as a community. As used in this Section and its subparagraphs, the words "its successors or assigns" specifically do not include purchasers of completed Units. In order that said work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner or the Association shall do anything to interfere with the Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or Bylaws shall be understood or construed to:

(a) Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them or on any Common Areas whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as the Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Community may be modified by the Declarant at any time and from time to time, without notice); or