

14. Maintenance by Owners: All lawns, landscaping and sprinklers systems and any property, structures, improvements and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Charleston Common by the Owner of each Home. Each owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a home that is fenced.

14.1. Lawn Maintenance Standards: The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintenance by owners.

14.1.1 Trees: Trees are to be pruned as needed.

14.1.2 Shrubs: All shrubs are to be trimmed as needed.

14.1.3 Grass:

14.1.3.1 Cutting Schedule: Grass shall be maintained in a neat and appropriate manner. In no event shall an owner's lawn get in excess of five inches (5") in height.

14.1.3.2 Edging: Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

14.1.3.3 Dead Grass: Owner shall be responsible to replace dead grass. Neither developer nor association shall be responsible to replace dead grass.

14.1.4 Mulch: Mulch is to be turned four (4) times per year and shall be replenished as needed on a yearly basis.

14.1.5 Insect Control and Disease: Disease and insect control shall be performed on an as needed basis.

14.1.6 Fertilization: Fertilization of all turf, trees, shrubs and palms shall be performed at a minimum of three (3) times a year during the following months: February, June and October.

14.1.7 Irrigation: Owner shall be responsible to irrigate grass. In the event Developer installs irrigation in common areas, sprinkler heads shall be maintained on a monthly basis by Association. Pump stations, if applicable, and valves shall be checked as needed by an independent contractor to ensure proper automatic operation. Owners shall be responsible for the maintenance of sprinklers located on their respective lots.

14.1.8 Weeding: All beds are to be weeded upon every cut. Weeds growing in join in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

14.1.9 Trash Removal: Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

14.1.10 Right of Association to Enforce: Each owner grants Association an easement over his or her home for the purpose of insuring compliance with the requirements of this provision and the Lawn Maintenance Standards. In the event an owner does not comply with this section, Association may perform the necessary maintenance to the lawn and charge the costs thereof to the non-complying owner as an individual assessment. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorney's fees and paraprofessional

fees, and costs, pre-trial and at all levels of proceedings, including appeals. Further, in the event that such owner fails to pay for such required repairs, each owner agrees to reimburse the Association and/or Master Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

14.2. Landscaping and Irrigation of Lots: Removal of Sod and Shrubbery, Additional Planting:

14.2.1 Every owner shall be required to irrigate the grass and landscaping located on the lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the owner is absent from the lot.

14.2.2 All grass and landscaping located within any rear yard of a lot shall be maintained by the owner. No gardens, Jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvement shall be constructed within the rear yard of a lot without the prior written approval of the ACC. Each owner understands that lots within this community may not be large enough to accommodate any of the foregoing items in any event.

14.2.3 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Charleston Common, and there shall be no change in the plant landscaping or elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of each areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, owners who install improvements to the home (including, without limitations, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for all costs of drainage problems resulting from such improvement. Further, in the event that such owner fail to pay for such required repairs, each owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

14.2.4 No landscape lighting shall be installed by an owner without the prior written approval of the ACC.

15. Use Restrictions: In addition to use restriction in the Master Declaration, each owner must comply with the following:

15.1. **Alterations and Additions:** No material alteration, additions or modification to a lot or home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

15.2. **Animals:** No animals of any kind shall be raised, bred or kept within Charleston Common for commercial purposes. Otherwise, owners may keep domestic pets in accordance with County ordinances and the Rules and Regulations established by the Board from time to time.

Notwithstanding

the foregoing, pets may be kept or harbored in a home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a home is a nuisance, such pet shall be removed from Charleston Common.

All pets shall be

walked on a leash. No pet shall be permitted in the common areas unless such pet is kept on a leash or within an enclosed portion of the yard of a home. No pet or animal shall be "tied out" on the exterior of the home or in the common areas, or left unattended in a yard or on a balcony, porch or patio. No dog runs or enclosures shall be permitted on any home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Charleston Common designated for such purpose, if any, or on that owner's home. The person walking the pet or the owner shall clean up all matter created by the pet. Each owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

15.3. Artificial Vegetation: No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices shall be placed or maintained upon the exterior portion of any home or lot unless approved by the ACC.

15.4. Cars, Trucks and Boats:

15.4.1. Parking: Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Charleston Common or a lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the home and not in the roadway or swale. To the extent Charleston Common has any guest parking; owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than one (1) ton shall be parked in Charleston Common except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of one (1) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Charleston Common.

15.4.2. Repairs and Maintenance of Vehicles: No vehicle which cannot operate on its own power shall remain within Charleston Common for more than twelve (12) hours, except in the garage of a home. No repair or maintenance, except emergency repair, of vehicles shall be made within Charleston Common, except in the garage of a home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

15.4.3. Prohibited Vehicles: No commercial vehicle, limousine, trailer including, but not limited to, house trailers and trailer of every other type, kind or description, or camper, may be kept within Charleston Common except in the garage of a home. Notwithstanding the foregoing, so

long as a home has a fence that has been approved by the Association, a boat and/or trailer, may be kept within the fenced yard of such home. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans or card if they are used by the owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of homes, club owner, common areas, or any other Charleston Common facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Charleston Common. For

any owner who drives an automobile issued by the County or other governmental entity (i.e., police cars) such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the home. No vehicle shall be used as a domicile or residence either temporarily or permanently. No vehicle with expired registration or license plates may be kept within public view anywhere on Charleston Common. The use of powered scooters, ATVs, ATCs and/or other motorized vehicles shall be prohibited in the facilities and common areas.

15.4.4. Rules Regarding Boat Storage: No boat which is stored in the yard or a home may extend higher than fourteen (14) feet from the ground. All boat owners shall be responsible for any damage to any common areas which in any way results from such owner's storage of such boat within Charleston Common. In addition to the foregoing, any owner desiring to store a boat within Charleston Common must provide the Association with proof of insurance for their respective boat(s). Inoperable and/or unseaworthy boats may not be stored or parked in Charleston Common. No repairs to any boat(s) may be performed within Charleston Common. No boat engines may be run or flushed within Charleston Common. Full or partial boat covers which are commercial grade are permitted on boats within Charleston Common. No other boat covers including, but not limited to, tarps or other homemade covers may be used on boats which are stored or parked within Charleston Common. All boats which are stored within the yard of a home must be on a trailer.

15.5. Casualty Destruction to Improvements: In the event that a home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the owner thereof shall either commence to rebuild or repair the damaged home or improvement and diligently continue such rebuilding or repairing until completion, or property clear the damaged home or improvement and restore or repair the home as set forth in Section 16.2.2 herein and as approved by the ACC. As to any such reconstruction of a destroyed home or improvements, the same shall only be replaced as approved by the ACC.

15.6. Commercial Activity: Except for normal construction activity, sale, and re-sale of a home, sale or re-sale of other property owned by Developer, administrative offices of developer, no commercial or business activity shall be conducted in any home within Charleston Common. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an owner may maintain a home business office within a home for such owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with owners in homes unless the Board provides otherwise in the Rules and Regulations. No owner may actively engage in any solicitation for commercial purposes within Charleston Common. No solicitors of a commercial nature shall be allowed within Charleston Common, without the prior written consent of Association. No day care center or facility may be operated out of a home. No garage sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

15.7. Completion and Sale of Homes: No person or entity shall interfere with the completion and sale of homes within Charleston Common. Without limiting the foregoing, each owner, by acceptance of a deed to a home, agrees that actions of owners may impact the value of homes; therefore, each owner is benefited by the following restrictions: Picketing and posting of

negative signs, posting of negative websites on the internet, negative advertising and negative information provided or posted at public gatherings are strictly prohibited in order to preserve the value of the homes in the community and residential atmosphere thereof.

15.8. Control of Contractors: Except for direct services which may be offered to owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

15.9. Cooking: No cooking shall be permitted nor shall any goods or beverages be consumed on the common areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbecues facilities throughout Charleston Common.

15.10. Decorations: No decorative objects including, but not limited to, birdbaths, figurines, wind chimes, light fixtures, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Charleston Common i without the prior written approval of the ACC. Notwithstanding the foregoing, no statues, sculptures or birdbaths of any kind can be installed or placed within

the front yard or visible from the street. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the home and upon the lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed no later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (i.e., unacceptable spillover to adjacent home).

15.11. Disputes as to Use: If there is any dispute as to whether the use of any portion of Charleston Common complies with this Declaration, such dispute shall, prior to the Community Completion date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

15.12. Drainage System: Drainage systems and drainage facilities may be part of the facilities, common areas and/or homes. The maintenance of such system and/or facilities within the common areas shall be the responsibility of the Association. Once drainage system or drainage facilities are installed by Developer, the maintenance of such system and/or facilities thereafter within the boundary of a home shall be responsibility of the owner of the home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of sales, pipes, pumps, water body slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitations, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the owner of each home containing al or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the owner of one home plant a tree (pursuant to the ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within adversely affects the adjacent home. Likewise, if the roots of a tree located within the common areas adversely affect an adjacent home, Association shall be responsible for the removal of the roots and the costs thereof shall be operating costs. Notwithstanding the foregoing, Association, Master Association, District, Club owner and developer shall have no responsibility or liability for drainage problems of any type whatsoever.

15.13. Driveway Repair: Each owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a home including, but not limited to, any damage caused by Developer, Association, or by the holder of any easement over which such driveway is constructed. Each owner, by acceptance of a deed to the home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the common areas and any easement or the construction and/or maintenance of any driveway in that portion of the common areas, easement area, or in a public right-of-way between the boundary of such owner's home and the edge of the adjacent paved roadway. Further, each owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway in the event that such owner fails to make the required repairs, together with interest at the highest rate allowed by law.

15.14. Easement for Unintentional and Non-Negligent Encroachments: If any other building or improvement on a home shall encroach upon another home by reason of original construction by developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent home.

15.15. Extended Vacation and Absences: In the event a home will be unoccupied for an extended period, the home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the home; and (iii) designating a responsible firm or individual to care for the home, should the home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied home.

15.16. Fences, Walls and Screens: No walls or fences shall be erected or installed without prior written consent of the ACC. Owners may not install chain link fencing of any kind. Developer may, but shall not be obligated to, install chain link fencing for perimeter areas screened by landscaping. All enclosures of balconies or patios including, without limitation, addition of vinyl windows and decks shall require the prior written approval of the ACC. Fences on the sides of a home shall be six (6) feet or less, made of wood (natural wood, white or other color approved by the ACC) or shadowbox.

15.17. Fuel Storage: No fuel storage shall be permitted within Charleston Common, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, emergency generators, or similar devices and as otherwise permitted by this Declaration.

15.18. Garages: Each home may have its own garage. No garage shall be converted into a general living area unless specifically approved by the ACC. Garage doors shall remain closed at all times except when vehicular or pedestrian is required.

15.19. Garbage Cans: Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be operating costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any home so as to be visible from outside the home, lot or parcel. Each owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the home for pick-up earlier than 6:00 pm on the day preceding the pick-up, and must be returned to the home so that they are not visible from outside the home on the day of pick-up.

15.20. General Use Restrictions: Each home, the common areas and any portion of Charleston Common shall not be used in any manner contrary to the Association Documents.

15.21. Hurricane Shutters: Any hurricane shutters or other protective devices visible from outside a home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy two (72) hours 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 ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

15.22. Irrigation: The water used in the irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water. Such water shall not be used by owners to irrigate lawns. Due to water quality, irrigation systems may cause staining on homes, other structures, paved areas, or vehicles. It is each owner's responsibility to treat and remove any such staining. Association may require from time to time, that owners adopt system to prevent stains (e.g., automatic deionization systems). The yard of each home may be equipped with irrigation lines, depending on the model of the home. Developer is not providing any irrigation to the homes. By acceptance of a deed to a home or lot, each owner acknowledges that the water levels of all lakes and water bodies may vary. There is no guarantee by developer or association that water levels will be constant or aesthetically pleasing at any particular time. Developer, Master Developer, the District, Association, Master Association and/or Club Owner, shall have the right to use one or more pumps to remove water from lakes and water bodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the common areas and/or homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of a Neighborhood Association or an owner, shall be the maintenance obligation of Association and shall be deemed part of the common areas.

15.23. Lake and Canal Slopes: The rear yard of some homes may border lakes and canals forming part of the common areas. Association may maintain portions of the common areas contiguous to the rear lot line of such home which comprises part of the lake slopes and banks and/or canal slopes and banks to prevent or restore erosion of slopes and banks due

to drainage or roof culvert outfalls. The owner of each home bordering on the lake and canals shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. It is possible that the lakes and canal slopes may be owned and maintained by the District. Each owner hereby grants Association and/or the District an easement of ingress and egress across his or her home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this Section.

15.24. Laundry: Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the home or lot.

15.25. Lawful Use: No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Charleston Common. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Charleston Common shall be the same as the responsibility for maintenance and repair of the property concerned.

15.26. Leases: Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a home. Individual rooms of a home may not be leased on any basis. No transient tenants may be accommodated in a home. All leases or occupancy agreements shall be in writing and a copy of all leases of homes shall be provided to Association. All leases shall be on forms approved by Association and shall provide (or if not provided, shall be automatically deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Charleston Common or administered by Association. Each owner hereby acknowledges and agrees that any and all leases entered into by such owner in connection with his or her home shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association, which collateral assignment of rents and leases shall provide that in the event such owner leasing his or her home is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such owner's tenant(s) (or other party in possession of the home); and/or (ii) pursuing any and all legal remedies available against such owner and/or such owner's tenant(s) including, but not limited to, actions for eviction of such owner's tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such owner's sole cost and expense. Leasing of homes shall also be subject to the prior written approval of Association, as more particularly explained in Section 29 hereof. No home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than six (6) months. No subleasing or assignment of lease rights by the tenant is permitted. No time-share or other similar arrangement is permitted. In no event shall occupancy or a leased home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each owner shall be jointly and severally liable with the tenant to Association, for all costs incurred by Association for the repair of any damage to common areas or to pay any claim for injury or damage to property cause by tenants.

Association shall repair any such damage and the cost of such repair shall be invoiced as an individual assessment to the owner. Additionally, as a condition to the approval by Association of a proposed lease of a home, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the common areas or Association property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee of no more than one hundred (\$100.00) dollars to offset the costs of a background check on tenant. Association and its directors or officers, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any party whatsoever, due to any mistakes in judgment, negligence, or any action or inaction of Association, its officers, or directors, in connection with the approval or disapproval of tenants. Each owner agrees, individually and on behalf of its prospective tenants, current tenants, heirs, successors and assigns by acquiring title to a lot, that he or she (or any other of the aforementioned parties) shall not bring any action or suit against Association or its directors or officers, or any of the Association's agents or other parties acting on Association's behalf, in order to recover any damages alleged or caused by the actions of Association, or its officers or directors in connection with the provisions of this Section. All leases shall also comply with and be subject to the provisions of Section 29 thereof. Notwithstanding the foregoing, this Section shall not apply to a situation where an owner or resident of a home receives in-home care by a professional caregiver residing within the home.

15.27. Maintenance by Owners:

15.27.1. Standard of Maintenance: All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadow box fences, and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Charleston Common by the owner of each home. Each owner is specifically responsible for maintain all grass, landscaping and improvements within any portion of a home that is fenced or located outside the front yard. In addition, if an owner has installed a fence or wall around a home, or any portion thereof, then such owner must maintain any portion of the common areas that is no longer readily accessible to Association. Each owner shall be responsible for root pruning trees within any portion of his or her home.

15.27.2. Enclosed Common Area: If an owner has enclosed the yard of a home, or any portion thereof, with the ACC approval, then such owner must maintain any portion of the common areas that is no longer readily accessible to Association.

15.27.3. Weeds and Refuse: No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon nay home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon nay home.

15.28. Minor's Use of Facilities: Each owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her home. Developer, Master Developer, Master Association, Association and Club owner shall not be responsible for any use of the facilities and common areas by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

15.29. Nuisances: No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Charleston Common is permitted. The final determination of what constitutes a nuisance shall be made by the

Board in its sole discretion. No firearms or fireworks shall be discharged within Charleston Common.

Nothing shall be done or kept within the common areas, or any other portion of Charleston Common, including any home, lot or parcel which will increase the rate of insurance to be paid by Association.

15.30. Oil and Mining Operations: No oil, drilling development operations, oil refining, quarrying 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 on any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

15.31. Painting: All homes shall be repainted by its respective owner within forty-five (45) days of notice by the ACC or Board.

15.32. Personal Property: All personal property of owners or other occupants of homes shall be stored within the home. No personal property, except usual patio furniture, may be stored on, nor any use made of, the common areas, any lot or home, or any other portion of Charleston Common, which is unsightly, or which interferes with the comfort and convenience of others.

15.33. Pools: No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC, as further forth in this Section. In ground pools shall only be permitted for homes that have a fence that has been approved by the ACC. To the extent any owner is simultaneously submitting plans to the ACC for a fence and an in-ground pool, irrespective of whether the in-ground pool is approved by the ACC, work and/or construction activities respecting such in ground pool may not commence until the proposed fence has received the written approval of the ACC. The design for pools must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the home. Pool screening shall not extend beyond the sides of the home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

15.34. Removal of Soil and Additional Landscaping: Without the prior consent of the ACC, no owner shall remove soil from any portion of Charleston Common or change the level of the land within Charleston Common, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Charleston Common. Owners may not place additional plants, shrubs, or trees within any portion of Charleston Common without the prior approval of the ACC.

15.35. Roofs, Driveways and Pressure Treatment: Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within

thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front lot line or include the sidewalk. No oil stains, stains or weeds are permitted on driveways or lots. Each owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing or roof repair and may collect the costs thereof as part of Operating Cost or Reserves.

15.36. Satellite Dishes and Antennas: No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any home or lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent homes, or from the common areas. Each owner agrees that the location of satellite dishes, antennas and other equipment under this Section must be first approved by the ACC in order to address the welfare of the residents of Charleston Common and satellite dishes must be on the fascia board when possible with no exposed wires. No owner shall operate any equipment or device which will interfere with the radio or television reception of others. Notwithstanding the foregoing, Club owner may install without ACC approval telecommunications services equipment, a satellite dish or similar equipment within the property comprising the Club so long as such equipment is not visible from the street giving access to the club. All antennas not permitted by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

15.37. Screened Enclosures: No screened enclosures, for pools or otherwise, shall be permitted without the prior written approval of the ACC.

15.38. Signs and Flags: No sign (including brokerage or for sale/for lease sign) flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Charleston Common that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided however, signs required by governmental agencies and approved by the ACC may be displayed (e.g. permit boards). "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than 12" x 12". Notwithstanding the foregoing, no broker, "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Charleston Common while the Developer holds any home for sale in the ordinary course of business. No sign may be placed in the window of a home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Charleston Common unless written approval for the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36" attached to a home and displayed for the purpose of a holiday, and United States of America flags shall be permitted without ACC approval. Notwithstanding the foregoing, no ACC approval is necessary for the installation of an American flag, up to two feet (2') by four feet (4') in size, posted on a three foot (3') pole and attached at a forty five degree (45o) angle from the home.

15.39. Sports Equipment: No recreational, playground or sports equipment shall be installed or placed within or about any portion of Charleston Common without prior written consent of the ACC. No

basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the home or on the inside portion of corner homes within the setback lines. Tree house or platforms of a similar nature shall not be constructed on any part of a home. No basketball hoops shall be attached to a home and any portable basketball hoops must be stored inside the home. No tennis courts are permitted within lots.

15.40. **Storage:** No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, City and/or County, which approval shall conform to the requirements of this Declaration. Any boat stored on a lot must be screened by landscaping, fencing or walls approved by the ACC so that such boat is not visible above such landscaping, fencing or wall or from the street. Water softeners, trash containers, propane tanks, and other similar devices shall be property screened from the street in a manner approved by the ACC.

15.41. **Subdivision and Regulation of Land:** No portion of any home, lot or parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Charleston Common, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

15.42. **Substances:** No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Charleston Common or within any home, lot or parcel, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

15.43. **Swimming, Fishing, Boating, Docks ad Wildlife:** Swimming, fishing and feeding wildlife are prohibited within any of the lakes or water bodies within or adjacent to Charleston Common. Boating and personal watercraft (e.g., jet/water skis) are prohibited. No private docks may be erected within any water body.

15.44. **Use of Homes:** Each home is restricted to residential use as a residence by the owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

15.45. **Visibility on Corners:** Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs, or other planting shall be placed or permitted on a corner lot where such obstruction would create a traffic problem.

15.46. **Water Intrusion:** Florida experiences heavy rainfall and humidity on a regular basis. Each owner is responsible for making sure his or her home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer

nor Association shall have liability under such circumstances for any damage or loss that an owner may incur.

15.47. **Well:** Wells are permitted with prior written approval of the ACC.

15.48. **Wetlands and Mitigation Areas:** It is anticipated that the common areas may include one or more preserves, wetlands, and/or mitigation areas. No owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state.

15.49. **Windows or Wall Units:** No window or wall air conditioning unit may be installed in any window or wall of a home.

15.50. **Window Treatments:** Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an owner or tenant first moves into a home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any home. No awnings, canopies or shutters shall be affixed to the exterior of a home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

15.51. **Workers:** Workers hired by any owner for any purpose including, without limitations, maintenance, landscaping and/or housekeeping may not congregate in or about the common areas or make any personal use of such common areas.