

## **EXHIBIT "D"**

### **INITIAL RULES AND REGULATIONS**

This **Exhibit "D"** is incorporated in and made a part of the Declaration to which this Exhibit is attached (the "**Declaration**"). The following restrictions shall apply to all of the Community until such time as they are amended, modified, repealed and/or limited by rules of the Association adopted pursuant to Section 15.1 of the Declaration.

1. **Use of Homes, Lots and Parcels.** No business, trade or similar activity shall be conducted in, on or from any Lot or Parcel containing a Home, except that an Owner or Occupant of a Home may operate a home business office within the Home so long as: (i) the existence and operation of the activity is not apparent and/or detectable by sight, sound or smell from outside the Lot; (ii) the activity does not involve regular visitation of the Lot or door-to-door solicitation of Owners and/or Occupants of the Community; (iii) the activity is consistent with the residential character of the Community, does not constitute a nuisance and/or a hazardous or offensive use, does not threaten the security and/or safety of others within the Community, as determined by the Association; (iv) does not violate the Rules and Regulations; and (v) the activity complies with applicable Laws. Examples of activities that would normally satisfy these requirements include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Association, may restrict any activities that it determines interfere with the enjoyment of an Owner and/or Occupant or the residential purpose and/or nature of the Community. In furtherance and not in limitation thereof, no solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of Declarant, until the Turnover Date, and of the Association thereafter, which consent may be withheld in the applicable party's discretion.

(a) An Owner may apply to the Board for a variance from the application of this Section by written request to the Board, which request shall specify the nature of the activities to be conducted, the times at which and number of people who will be visiting the Home and any other information the Association may request regarding such application. The applicant shall also provide a copy of the application to the Owners of the three (3) Lots and/or Parcels on each side of the applicant's Home, the Owners of the three (3) Lots and/or Parcels behind the applicant's Home which are closest to such Home, and the Owners of the three (3) Lots and/or Parcels directly across the street from the applicant's Home which are closest to such Home, and shall, in addition, provide the date on which such request will be heard by the Board. the Association may approve or deny any such variance request, regardless of whether similar approvals have been previously given for the applicable Home and/or for other Homes in the Community. Any such approval, if given, shall be effective for a period of one (1) year from the date given, whereupon the Owner shall re-apply in the manner herein provided if such Owner desires to renew the variance. the Association may approve or deny such renewal request, regardless of the Board's previous approval.

(b) The leasing of a Home in accordance with the Governing Documents shall not be considered a business, trade or similar activity within the meaning of this Section.

(c) Garage sales, rummage sales and/or similar sales not exceeding two (2) consecutive days in duration will not be considered a business or trade within the meaning of this Section so long as the same is authorized by the Association. Prior to the Community Completion Date, the Association shall not permit any such sales without the prior written consent of Declarant.

(d) No day care center or facility may be operated out of a Home.

(e) Any approval by Declarant and/or the Board of any proposed activity pursuant to this Subsection (i) shall not substitute for or eliminate such Owner's obligation to obtain all required governmental permits, licenses and approvals to engage in such activities.

(f) This Section shall not apply to any Association activity relating to operating and/or

maintaining the Community, including, without limitation, the Recreational Facilities and other amenities.

2. General Use Restrictions. No portion of the Community, including, without limitation, any Home, Parcel or Common Areas shall be used in any manner: (i) contrary to the Governing Documents or Law; (ii) for any immoral, improper, unsightly, noxious, offensive, unlawful or obnoxious use; (iii) that constitutes a nuisance; (iv) that poses a safety hazard; and/or (v) that is the source of unreasonable annoyance to others and/or which interferes with the peaceful, comfortable and/or quiet use, occupation and/or enjoyment of the Community. The responsibility for meeting the requirements of governmental authorities, including, without limitation, for maintenance, modification and/or repair, as to a portion of the Community shall be borne by the same Person as is responsible for such maintenance, modification and/or repair. Nothing shall be done or kept within the Common Areas and/or any other portion of the Community, including a Home and/or Parcel which will increase the rate of insurance to be paid by the Association. No Person shall permit anything or condition to exist upon any Lot, Parcel or other property which shall induce, breed or harbor infectious diseases or noxious insects.

3. Common Areas. Furniture, equipment and other property used in connection with the Common Areas, including, without limitation, the Recreational Facilities, shall not be removed from the location in which it is placed. Adults shall be responsible for all actions of minor children in their care, custody and/or control at all times in and about the Community. Neither Declarant, nor the Association (nor any of their respective Representatives) shall be responsible for any use of the Common Areas, by anyone, including, without limitation, minors. The Board may adopt reasonable rules and regulations governing minors' use of the Common Areas, including, without limitation, Recreational Facilities.

4. Firearms. No firearms of any type, including, without limitation, "B-B" guns, pellet guns, air-powered dart guns and/or "paint ball" guns shall be discharged within the Community; provided, however, that neither Declarant, nor the Association (nor any of their respective Representatives) shall have any obligation to take action to prevent or stop such discharge.

5. Games of Chance. Conducting, participating in and/or holding any events, functions or programs that involve games of chance, raffles, gambling, wagering, betting, or similar activities where the participants pay money or give other valuable consideration for the opportunity to receive monetary or other valuable consideration; provided, however, that the foregoing is not intended to bar the occasional use of the interior of a Home or on or within the Common Areas for the activities described in this Section so long as such use is either: (x) in conjunction with fundraising activities for a non-profit or charitable organization, or (y) a private, social, non-commercial activity, so long as such activities are permitted by Florida law, and, as to the Common Areas, are in compliance with any additional rules imposed in connection therewith.

6. Mining Operations. No exploring, drilling, refining, quarrying and/or mining operations of any kind, for water, oil or other hydrocarbons, minerals of any kind, gravel, gas, earth or any earth substance of any kind, shall be permitted within the Community, nor shall wells, tanks, derricks, tunnels, mineral excavations, shafts or other structures used for or in connection with exploring, drilling, refining, quarrying and/or mining operations of any kind be permitted in the Community.

7. Completion and Sale of Homes. No Person shall interfere with any of the rights afforded to Declarant and/or its Designees under the Governing Documents, including, without limitation, those enumerated in Section 15.2 of the Declaration. WITHOUT LIMITING THE FOREGOING, EACH OWNER AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES, LOTS AND/OR PARCELS. THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES OR COMMENTS ON THE INTERNET, NEGATIVE ADVERTISING, NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED (EXCEPT IF AND TO THE EXTENT THAT RESTRICTION OF THE SAME IS PROHIBITED BY LAW, INCLUDING, WITHOUT LIMITATION, SECTION 720.304, FLORIDA STATUTES), IN ORDER TO PRESERVE THE VALUE OF THE HOMES, LOTS AND PARCELS AND THE RESIDENTIAL ATMOSPHERE OF THE COMMUNITY.

8. Improvements and Alterations. No material Improvements and Alterations to a Home and/or Parcel shall be made without the prior written approval thereof being first obtained from the Reviewing Entity as required by the Declaration.

9. Control of Contractors. No person other than an Association Representative shall direct, supervise and/or in any manner attempt to assert any control over any Contractor of the Association.

10. Animals. No animals of any kind shall be raised, bred or kept within the Community for commercial purposes. A reasonable number of dogs, cats or other usual and common household pets may be permitted in a Home subject to such additional rules as may be adopted for the Community or any portion thereof, which rules may prohibit all pets or specific types of animals. In furtherance and not in limitation of the foregoing, the Association may prohibit breeds of dogs that the Board considers dangerous in its discretion. Each Owner shall be responsible for the activities of its pet. Any pet that the Board in its sole discretion determines to be a nuisance shall be removed from the Home upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Any pet that has been declared dangerous, potentially dangerous, or any similar classification, by any governmental authority is prohibited. Otherwise, Owners may keep domestic pets as permitted by Law and otherwise in accordance with the Supplemental 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. 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.

(a) No pet shall be permitted outside a Home unless such pet is kept on a leash. No pet shall be "tied up" on the exterior of the Home or in the Common Areas, or left unattended in a yard (including, without limitation, a fenced Back Yard) or on a balcony, porch, or patio. No pet doors, dog runs or enclosures shall be permitted on any Home. All pets shall defecate and urinate only in the "pet walking" areas within the Community designated for such purpose, if any, or on that Owner's Back Yard. The Owner shall be responsible to ensure that all dog waste shall be promptly and properly removed from the "pet walking" areas, the Owner's Back Yard and any other portion of the Community. Neither Declarant, nor the Association (nor any of their respective Representatives) shall be responsible if any pet that is left in the Back Yard of a Home becomes loose or is injured. Each Owner acknowledges that the aforesaid requirements are reasonable in light of, among other considerations, the fact that the Association is responsible for the maintenance of the lawns throughout the Community, including, without limitation, within Back Yards.

(b) Notwithstanding anything to the contrary, seeing eye dogs and appropriately certified service animals shall not be governed by the restrictions contained in this Section if and to the extent that enforcement of such restrictions would violate any Laws.

11. Artificial Vegetation. No artificial grass, plants and/or other artificial vegetation, or rocks or other landscape devices, shall be placed and/or maintained upon the exterior portion of any Home or Parcel, unless approved by the Reviewing Entity or except if and to the extent that restriction of the same is prohibited by Law.

12. Cars, Trucks and Recreational Vehicles. The following restrictions shall apply to all vehicles utilized and/or parked in the Community.

(a) Parking. No vehicles may be parked on any portion of a Lot or Parcel other than in a garage and/or on a driveway (perpendicular to the garage door) or other paved parking space installed with the approval of Reviewing Entity. A vehicle parked in a driveway may not extend beyond the end of such driveway and/or block the sidewalk (or any portion thereof). There shall be no vehicle parking on lawns or mulch pads. Parking and/or storage of inoperable vehicles anywhere in the Project is prohibited, other than in enclosed garages (including, without limitation, on public streets within, adjacent to and/or around the perimeter of the Project). No vehicle shall be parked on any street for a continuous period in excess of twenty-four (24) hours. To the extent the

Community has any guest parking, Owners are prohibited from parking in such guest parking spaces. Where parking on the roadways is permitted in the Community, the Association may require and post that in some areas, parking may be designated by signage as restricted to one (1) side of the street only so as to allow for the safe passage of vehicles. Parking of more than two (2) vehicles per Lot or Parcel on public or private streets is prohibited.

(b) Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain within the Community for more than twelve (12) hours unless the same is stored in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within the Community. No vehicles shall be stored on blocks. Tarpaulin covers on vehicles shall not be permitted without approval of the Reviewing entity in its discretion.

(c) Commercial Vehicles. No Commercial Vehicle, limousine or trailer of any type, kind or description may be kept within the Community except in the garage of a Home. "Commercial Vehicles" shall mean and include, without limitation: (i) vehicles with ladders, racks and/or hooks attached to such vehicles; (ii) vehicles having a gross vehicle weight rating of equal to or greater than one (1) ton; (iii) vehicles that cannot be appropriately parked within a standard size parking space; and/or (iv) vehicles displaying commercial advertising (including, without limitation, print copy, logos and any other advertising graphics and/or designs). The Board may, from time-to-time, amend the definition of Commercial Vehicles. The term commercial vehicle shall not be deemed to include law enforcement vehicles or so called "sport utility vehicles" (i.e., Broncos™, Blazers™, Explorers™, Navigators™, etc.) or clean "non-working" vehicles such as pick-up trucks, vans or cars if they are used by the Owner on a daily basis for normal transportation. For any Owner who drives an automobile issued by the County or another governmental authority (i.e., police or sheriff cars), such automobile shall not be deemed to be a Commercial Vehicle and may be parked in the garage or driveway of the Home. In addition, the foregoing prohibition of parking Commercial Vehicles anywhere in the Community other than in the garage shall not be applicable to Commercial Vehicles which are present due to and only during the performance of work being performed on a Home or Parcel.

(d) Other Restrictions. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere in the Community. 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 the Community.

(e) Boats, Boat Trailers and Recreational Vehicles. Boats/boat trailers, motor homes, campers, recreational vehicles, golf carts, neighborhood electric vehicles, scooters, mini-motorcycles, motorcycles and all-terrain vehicles (collectively, "Recreational Vehicles") may not be kept or stored within the Community, unless parked within the garage of a Home; provided, however, that the same may be parked (on the driveway of a Home or on the roadway in front of the Home provided that parking on such portion of the roadway is not otherwise restricted) temporarily, for no more than four (4) hours during any twenty-four (24) hour period, while the same are being loaded and unloaded. The owner of a Recreational Vehicle shall be responsible for any damage caused by such Recreational Vehicle. Inoperable Recreational Vehicles may not be kept in the Community. No repairs to any Recreational Vehicles may be performed within the Community. No boat engines may be run or flushed within the Community. No water or waste from Recreational Vehicles may be discharged within the Community. No Recreational Vehicles may be utilized within the Community, including, without limitation, on any roadways, sidewalks and/or other paved surfaces. All other restrictions and requirements applicable vehicles shall apply to Recreational Vehicles. In the event of a conflict between the various restrictions and requirements, the most stringent shall apply.

(f) Towing. Subject to Law, any vehicle parked in violation of the Rules and Regulations may be towed by the Association at the expense of the owner of such vehicle: (i) without notice (other than as required by Law, if any) if parked on a roadway; or (ii) with respect to any other violation, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or without prior notice if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner, upon acquisition of title to real property within the Community, and any person claiming by, through

or under such Owner, irrevocably grants the Association and its designated towing service the right to enter a Lot or Parcel to tow vehicles violating the Governing Documents. Neither Declarant, the Association (nor any of their respective Representatives), nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice (if required) is posted, neither its removal, nor failure of the Owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting notice stating it was properly posted shall be conclusive evidence of proper posting.

13. Cooking. No cooking (including, without limitation, the use of grills, barbeques and/or similar cooking equipment) shall be permitted nor shall any goods or beverages be consumed, on or within the Common Areas except in areas designated for those purposes by the Association. The use and storage of grills, barbeques and/or similar cooking equipment on a Lot is restricted to the Back Yard thereof.

14. Decorations. No decorative objects including, but not limited to, birdbaths, wind chimes, figurines, light fixtures, sculptures, statutes and weather vanes shall be installed or placed within or upon any portion of the Community (including, without limitation Homes and Parcels) within the Front Yard or be otherwise visible from the street. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of a Home as follows: (i) installation of Halloween lighting and decorations may be installed not earlier than October 1 and shall be removed not later than the Sunday following Halloween; and installation of Christmas, Hanukah and Kwanzaa lighting and decorations may be installed not earlier than November 15<sup>th</sup> and removal shall be completed not later than January 15<sup>th</sup> of the following year. The Reviewing Entity may establish additional requirements and standards for holiday lighting and decorations. The Reviewing Entity may require the removal of any lighting that constitutes a nuisance and/or a hazardous or offensive use, and/or which threatens the security and/or safety of others within the Community (e.g., unacceptable spillover to adjacent Home).

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

16. Fuel Storage and Storage Tanks. No storage tanks, including but not limited to, those for water, oil, propane gas or other liquids, fuels and/or chemicals, including, without limitation, those used for swimming pools or the like, shall be allowed on any Lot, except for portable propane gas tanks reasonably necessary for portable (as opposed to installed/summer kitchen) gas grills. In furtherance and not in limitation of the foregoing, no heaters for pool and/or spas shall be powered by any gas stored in a tank.

17. Garages. Each Home may have its own garage, except as specifically provided in the Design Guidelines or as approved by the Reviewing Entity. The conversion or enclosure (for example into a general living area) of any garage within the Community is prohibited. Except during periods of their actual use and operation, all garage doors on any Home shall be kept and maintained in the closed position such that the interior of any garage shall not be visible from any adjacent or nearby Home or any Common Area or any public street

18. Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. It is possible that the Association may provide for or contract with a private entity for garbage pick-up, the cost of which shall be included in the Common Expenses. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot or Parcel so as to be visible from outside the Lot or Parcel. Each Owner shall be responsible for properly depositing garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies/companies in accordance with the requirements of any such agency/company. All trash receptacles shall be maintained in a sanitary condition. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day

preceding the pick-up, and must be returned to the Lot or Parcel so that they are not visible from outside the Lot or Parcel prior to the end of the day of pick-up.

19. Laundry. Except as otherwise provided in Section 163.04, Florida Statutes, and subject to the requirements of such provision, if and to the extent applicable: (i) no rugs, mops, or laundry of any kind, or any other article, shall be shaken, hung and/or exposed so as to be visible outside the Lot or Parcel; and (ii) clotheslines may be installed only in a location in the Back Yard of a Lot in a location so as not visible from the front of the Lot; provided, however, that, any such clothes line shall be removed when it is not in use as a clothesline.

20. Personal Property. All personal property (including, without limitation, tools and lawn and gardening equipment) of Owners and Invitees of Homes shall be stored within the interior of the Home, except usual patio furniture (which shall not be unsightly or interfere with the comfort and/or convenience of others, including, for example but without limitation, dilapidated furniture and furniture not designed for outdoor use). Further, no personal property may be stored on, nor used on, the Common Areas. Porch areas visible from outside the Lot or Parcel shall be kept reasonably free of clutter. Notwithstanding the foregoing, the presence of small sports equipment and recreational items in a location where they are not visible from outside the Lot or Parcel (due to the existence of a privacy fence, wall or landscaping) shall not be deemed to violate this provision (but, if applicable, remain subject to approval of the Reviewing Entity) unless the Board determines that the same violate the provisions of Article 2 above.

21. Pools. No above ground pools (including hot tubs and spas) shall be permitted on any Lot. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the Reviewing Entity. The design and location of all in-ground pools, hot tubs, spas and appurtenances must incorporate, at a minimum, the following: (i) design, color and materials must be approved by the Reviewing Entity and (ii) pumps, filters, heaters and similar mechanical equipment shall be located on the sides or rear of Homes in a location that does not obstruct access to the rear yard by commercial mowers (e.g. not directly adjacent to similar equipment of the neighboring Home in the side yard or occupying the entire side yard from the Home to the property line). Pool screening shall not extend beyond the sides of the Home without the express approval of the Reviewing Entity. All pools shall be adequately maintained. Unless installed by Declarant, no diving boards, slides and/or platforms shall be permitted without the approval of the Reviewing Entity. Each Owner understands that some Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

22. Satellite Dishes and Antennas.

(a) Unless applicable law otherwise requires or as set forth below, exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind shall be prohibited unless completely contained within the Home so as not to be visible from outside the dwelling or unless otherwise approved by the Reviewing Entity.

(b) Notwithstanding the foregoing, the following may be placed on a Unit:

(i) one (1) satellite antenna/dish measuring no more than one meter (39.37") in diameter, that is designed to receive: (1) direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite; or (2) video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; and

(ii) an antenna that is designed to receive local television broadcast signals.

(c) Antennas permitted pursuant to Subsection 22 (b) above shall not extend above the ridge line of any roof or be visible from any street unless: (i) reception of an acceptable quality signal is not possible from any location on the Home that satisfies the preceding requirement; or (ii) satisfying such requirement would impose an unreasonable expense or delay in installation ("Mitigating Circumstances"), in which event the antenna may

extend above the ridge line of the Home or be installed in a location visible from any street and if there is no location on the Home that will avoid Mitigating Circumstances, the antenna may be mounted on a masts (if, but only if, mounting on a mast is necessary in order to reach the height needed to receive or transmit an acceptable quality signal (e.g. maintain line-of-sight contact with the transmitter or view the satellite)), subject to reasonable requirements as may be promulgated by the Board for safety purposes if such mast exceeds 12' in height.

(d) With respect to any antenna, the Reviewing Entity shall have the right to impose reasonable screening requirements such that the antenna is not visible from any street or other Home; provided that installation of the screening will not delay installation of the antenna (or if it would, the antenna may be installed first and the screening within a reasonable period of time thereafter) or impose unreasonable expense on the Owner.

(e) No Owner shall operate any equipment or device which will interfere with the radio or television reception of others.

(f) To the extent not inconsistent with the foregoing, installation, maintenance and use of all antennas shall comply with restrictions adopted by the Reviewing Entity and/or the Board, subject to then applicable legal requirements. To the extent applicable law permits more stringent or requires more lenient rules than are set forth above, the foregoing requirements will be deemed modified to comply with any more lenient laws or regulations and the Board may amend the foregoing requirements to impose any more stringent laws or regulations.

(g) Declarant and the Board shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Properties.

23. Solar Equipment. Except as otherwise provided in Section 163.04, Florida Statutes, (or any other law or regulation applicable to the Property) and subject to the requirements of such provision, if and to the extent applicable, no solar equipment may be installed without prior written approval from the Reviewing Entity, including, without limitation, the specific location where solar collectors may be installed on the roof.

24. Signs. Unless, if and to the extent that Law prohibits the restriction thereof, no sign (including, without limitation, brokerage and/or for sale/lease/rent signs) banner, circular, poster, billboard, flyer, advertisement, notice and/or other lettering shall be exhibited, displayed, inscribed, painted and/or affixed in, on or upon any part of the Community, including, without limitation, any Home, Lot and/or Parcel, that is visible from the outside the Lot or Parcel, and/or in, on or upon any vehicle (anywhere within the Community), without prior written approval from the Reviewing Entity; provided however, signs required by governmental agencies and approved by the Reviewing Entity may be displayed (e.g. permit boards). Informational "tubes" and other types of containers or dispensers intended to hold and provide information are deemed to be signs for the purposes of this Section. The following additional provisions to Lots and Parcels within the Community:

(a) Each Owner agrees that Declarant or a Builder may post on such Owner's Lot, prior to initial occupancy of the Home, a sign setting forth the Owner's name and the name of the architect and Builder of the Lot.

(b) "For Sale", "For Lease", "For Rent" "Open House" and similar signs must be approved by the Reviewing Entity and shall be no larger than 12" x 12". No sign may be placed in the window of a Home.

(c) No "For Sale", "For Lease", "For Rent" "Open House" and similar signs may be displayed by an Owner or by any person or entity acting on behalf of any Owner, in any road median, road shoulder and/or other location visible to the public within one-half (1/2) mile of the external boundaries of the Project, except in locations specifically authorized by the Association.

(d) An "Open House" sign indicating that the Owner of the Lot is hosting such an event may be placed only in the Front Yard of a Home (and in no other location within the Community, unless the Association,

approves in writing a specific location for the display of such information) for a period not to exceed two (2) continuous days, and during such two (2) continuous days may only be posted during the hours the Home is actually open for inspection. Such sign may be no larger than eighteen (18) inches by twenty-four (24) inches and may not be illuminated in any manner.

(e) One (1) sign per candidate not exceeding eighteen (18) inches by twenty-four (24) inches containing political or similar endorsements may be posted on a Lot. Such sign may only be posted for forty-five (45) days prior to an election or a vote on a referendum and for two (2) days thereafter.

(f) The prohibitions on signs displayed in, on or upon vehicles contained above in this Article 24 shall not apply to Commercial Vehicles if and to the extent that the same are otherwise permitted within the Community.

25. **Flags and Flagpoles.** An Owner, Declarant and the Association may each display, in a respectful manner, 1 portable, removable United States flag or official flag of the State of Florida, and 1 portable, removable official flag not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. An Owner, Declarant and the Association may each erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole one (1) official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the County or City and all setback and locational criteria established by the Association and ARC. Except as otherwise provided above and/or in Section 720.304(2)(b), Florida Statutes, and subject to the requirements of such provision, no flags and/or flag poles are permitted without the prior written approval of the Reviewing Entity.

26. **No Sports Equipment.** No Owner and/or Invitee shall install and/or place outside of the interior of any Home any recreational, playground and/or sports equipment, including, without limitation, tree houses, basketball backboards, trampolines, skateboard ramps and/or play structures within the Community. Prior to the Community Completion Date, except those installed by Declarant, no recreational, playground and/or sports equipment shall be installed or placed within or about any portion of the Community without prior written consent of the Reviewing Entity and thereafter, by the Board.

27. **Storage.** No temporary or permanent utility or storage shed, building, tent and/or other structure or improvement shall be constructed, erected, altered, modified and/or maintained on any Lot without the prior approval of the Reviewing Entity.

28. **Substances.** No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste and/or other substance shall be kept on any portion of the Community, including, without limitation, any Home or Parcel, except those which are required for normal household use (as to Homes and Parcels) or the normal operation and maintenance of the Common Areas.

29. **Visibility on Corners.** Notwithstanding anything to the contrary in the Governing Documents, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Reviewing Entity and any Law. In furtherance and not in limitation of the foregoing, 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.

30. **Water Intrusion.** Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure that such Owner's Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows or doors open in humid conditions can result in condensation, mold or water intrusion. Neither

Declarant, any Builder or Association (nor any of their respective Representatives) shall have liability under such circumstances for any damage or loss that an Owner may incur. **FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER AND ITS INVITEES ARE HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, FOR AND ON BEHALF OF THEMSELVES AND THEIR INVITEES, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED THE DECLARANT INDEMNIFIED PARTIES AND ANY BUILDER FROM ANY AND LIABILITY RESULTING FROM SAME.**

31. Septic. No septic tanks are permitted on or under any Lot.

32. Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

33. Window Treatments. Unless otherwise approved in writing by the Reviewing Entity: (i) window treatments shall consist of drapes, blinds, decorative panels and/or other customary window covering; (ii) window treatments visible from outside the Lot shall be of a neutral color, such as white, off-white or wood tones; (iii) no newspaper, aluminum foil, sheets and/or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or Lessee first moves into a Home or when permanent window treatments are being cleaned or repaired; (iv) no security bars shall be placed on the windows of any Home, unless otherwise approved by the Reviewing Entity; (v) no awnings, canopies and/or shutters shall be affixed to the front or side exterior of a Home and awnings, canopies and shutters on the rear of any Home must be approved by the Reviewing Entity; and (vi) no reflective tinting or mirror finishes on windows shall be permitted.

34. 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 Reviewing Entity. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any approved hurricane shutters may be installed or closed no more than forty-eight (48) hours prior to the predicted landfall of a named storm or hurricane and must be removed or opened (as applicable) within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may otherwise determine. Except as the Board may otherwise determine, shutters may not be closed at any time other than a storm event. Any approval by the Reviewing Entity shall not be deemed an endorsement of the effectiveness of hurricane shutters.

35. Workers. Workers hired by any Owner and/or Occupant for any purpose including, without limitation, maintenance, landscaping, or housekeeping may not congregate in or about the Common Areas or make any personal use of such Common Areas.

36. Disputes as to Use. The final determination of what constitutes a violation of the Rules and Regulations shall be made by the Board and shall be conclusive and binding on all parties.