

## ARTICLE IV

### USE RESTRICTIONS

Section 1. All Lots shall be used and occupied solely for residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character. No structure shall be erected, altered or placed or permitted to remain on any residential Lot other than one single family structure with a private garage attached to the main structure or a detached garage in conformity with architectural design of the residential structure for not more than three vehicles with a servant's room, tool room and/or laundry room attached to same. Any such permitted detached structure shall be set back so that the front thereof is no closer to the front street line than the front of the residential structure.

Section 2. All buildings erected or constructed on any Lot shall not exceed two and one-half stories in height and shall contain a minimum of 2000 square feet of floor area on a "waterfront" or "waterview" Lot, and 1700 square feet of floor area on all other Lots. For purposes of this Declaration, "waterfront" Lot shall mean and refer only to those Lots bordering for at least 70 feet on Santa Rosa Sound and "waterview" Lot shall mean and refer only to those Lots across the streets from a "waterfront" Lot. All structures shall be set back 20 feet from the front Lot line, 8 feet from each side Lot line and 30 feet from the rear Lot line, except that structures on corner Lots shall be set back 15 feet from each side street line. Waiver of any of the preceding fixed setback requirements is hereby granted for unintentional violations which do not exceed 10% of the particular setback distance in question. Additional waivers of the preceding setback requirements for cul de sac and nonrectangular Lots may be granted by the Board of Directors of the Association, or its architectural committee. The terms of this section supersede any contrary setback requirements recited in any and all prior recorded plats containing any Lot.

Section 3. The minimum square foot area of proposed buildings and structures or additions and enlargements thereto shall be determined by multiplying the outside length and width dimensions of each story of the building or structure, except that garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

Section 4. No outside antennas, poles, masts or towers (except commonly utilized housemounted television antennas) shall be erected on any Lot.

Section 5. All dwellings, yards, drives and landscaping must be maintained at all times. Failure to provide such maintenance shall be grounds for suit by any other property Owner in the subdivision, the Association and/or any appropriate governmental authority.

Section 6. Outside clothes lines or other items detrimental to the appearance of the subdivision shall not be permitted on any of the Lots except that a clothes line which is enclosed or camouflaged shall be permitted only to the rear of the back line of the residential structure.

Section 7. All garbage and trash containers, oil tanks and bottled gas tanks must be positioned underground, placed in a walled-in area or screened from view so that they shall not be visible from any Lot line.

Section 8. No trailer, house trailer, basement, tent, shack, garage, barn or other out-building shall at any time be used as a residence, temporary or permanent, nor shall any structure of temporary character be used as a residence. No building that is unfinished on the exterior shall be occupied.

Section 9. Off-the-road vehicles, jeeps, beach buggies, boats, campers, trailers, recreational vehicles, trucks, vans and other such vehicles shall not be parked anywhere temporarily or permanently, except in garages, carports or otherwise enclosed or camouflaged to the rear of the back line of the residential structure so as not to be detrimental to the appearance of the property.

Section 10. Noxious or offensive activity shall not be carried on or upon this property nor shall anything be done thereon which may be or become an annoyance or nuisance to the Owners of other property covered by these restrictions.

Section 11. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot except that dogs, cats and other household pets may be kept provided that they are duly licensed, if applicable, and do not constitute a nuisance, and further provided, that such pets are not permitted to be present beyond the boundaries of the Owner's Lot without being leashed or caged.

Section 12. No chainlink fence shall be allowed and no other type of fence (including growing hedges) shall be erected without prior architectural approval in accordance with Article III hereof. The purpose in requiring prior architectural approval of fences is not to preclude construction of appropriate fences, but is to help insure that same are in conformity with the architectural design of the residential structure, that they do not unnecessarily or inappropriately restrict the view of other Lot Owners in the same vicinity, and that they do not adversely affect the aesthetic qualities or appearance of adjoining property. As a part of the architectural approval process in reviewing fence matters, the Board of Directors of the Association (or an architectural committee composed of three or more representatives appointed by the Board) shall consider such factors as it deems appropriate on a uniform basis, consistently applied, such factors to include conformity with the architectural design of the residential structure, obstruction of view of other Lot Owners in the vicinity, any adverse affect on the aesthetic qualities or appearance of adjoining properties, and safety considerations. Architectural approval of fences (other than chainlink) required to be erected around swimming pools by applicable laws or regulations shall be routinely granted provided that they are in conformity with the architectural design of the residential structure.

Section 13. Residences shall be designed so that the rear as well as the front of each residence is attractive in appearance.

Section 14. Any construction commenced upon a Lot shall be pursued diligently and such construction must be completed within 9 months.

Section 15. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than 6 square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period; provided, however, that until such time as all subdivision improvements have been completed in Tiger Point Village, Units 1 through 7, and substantially all Lots and property therein fully developed and improved, the developers of any unimproved Lots and property therein may construct and maintain larger signs advertising and/or promoting development and improvement plans provided such signs are neat and orderly in appearance, and maintained accordingly.

Section 16. No Lot shall be increased in size by filling in of the body of water, creek or the waterway on which it may abut.

Section 17. All Lots shall conveyed as a whole except that three or more contiguous platted Lots may be resubdivided into an equal or lesser number of contiguous parcels provided that (a) the square foot area of each resubdivided parcel equals or exceeds the square foot area of the smallest platted Lot which was resubdivided, and (b) the Board of Directors of the Association or its designee shall approve the same.

## ARTICLE V

### ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments. The Owner of each Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) an annual assessment and (b) any special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person(s) who is the Owner of such Lot at the time when the assessment becomes due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to provide for the acquisition, improvement, construction, management, care and maintenance of any common area, real property owned by the Association or public property adjacent to or in the vicinity of the Lots.

Section 3. Annual Assessment. The annual assessment for 2015 shall be One Hundred Forty Three Dollars and no/100 (\$143.00) per Lot.

(a) From and after said date, the maximum annual assessment may be increased each year not more than 10% above the potential maximum assessment for the previous year without a vote of the membership.