

Per Florida Statute 720.305 violations of associations rules can result in a fine of up to \$100 per violation up to a maximum of \$1,000 for continued violation.

ALL PERSONS USING THIS MANUAL ARE ADVISED:

1. This manual has been adopted to establish general guidelines for architectural approvals and everyday rules for the community and does not supersede or replace the association's governing documents or local, state or federal laws, codes, or ordinances.
2. This manual is subject to amendment from time to time. Also, because of changing circumstances and technologies, matters prohibited or approved in the past may not necessarily be prohibited or approved in the future.
3. While this manual is intended to establish consistency of appearance within the community, it should be remembered that because of factors such as location, neighborhood characteristics and proximity to common areas, lakes, preserves, roads and the like, various properties may be treated differently to reflect such factors.
4. As stated in the Association's governing documents, no approval hereunder shall constitute a warranty or approval as to, and neither the Association nor any member or representative thereof shall be liable for, the safety, soundness, workmanship, materials, or usefulness for any purpose of any improvement or alteration nor as to its compliance with governmental or industry codes or standards.
 - 4.1 "Association" shall mean and refer to Avery Square Homeowners Association, INC., a Florida corporation not for profit.
 - 4.2 "Board" means and refers to the Avery Square Homeowners Association Board of Directors.
 - 4.3 "Common Area" means and refers to all real property which is now or hereafter owned by the Association or dedicated for use or maintenance by the Association or its members by a recorded plat or this Declaration.
 - 4.4 "Declaration" means and refers to this Declaration of Covenants, Conditions and Restrictions for Avery Square, and any amendments hereto.
 - 4.5 "Family" or "Single Family" shall refer to one natural person; or a group of persons who are related to one another by blood, marriage, or adoption in the following degrees of kinship only: spouses, children, grandchildren, parents, brothers, sisters, aunts, uncles, nieces and nephews. A "family" may also be two (2) single unrelated persons and other persons related to them in the degrees of kinship described above.
 - 4.6 "Governing Documents" means and refers to the Master Declaration, Article of Incorporation, Bylaws and Rules and Regulations and the Resolutions of the Master Association, and the Declaration of Covenants Conditions and Restrictions for Avery Square recorded July 13, 2016 page 77, Public Records of Collier County, Florida. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority stated above.

4.7 "Guest" or "Guests" means any person or persons physically present in or occupying a Living Unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

4.8 "Assessment" or "Assessments" means any charge or charges imposed by the Association on all Owners, including but not limited to: Initial Capital Assessments, Annual Assessments, Resale Capital Assessments, and Special Assessments, and Charge(s).

4.9 "Community-Wide Standard" means the standard of conduct, maintenance, or other activity generally prevailing throughout the Community. Such standard may be more specifically determined by the Board of Directors and/or the Architectural Review Committee.

4.10 "Owner" or "Owners" means the record owner(s) of legal title to any Residence.

AVERY SQUARE COMMUNITY RULES AND RESTRICTIONS:

1) AIR CONDITIONERS

- a) Window A/C units are not permitted.
- b) Mini-split systems are permitted and must be affixed to a stand-alone concrete slab.

2) ADVERTISING

- a) No installation that could be construed as advertising of any product is allowed.

3) ANTENNAS AND SATELLITE DISHES

- a) Exterior antennas used for AM/FM radio, amateur ("Ham") radio, CB radio, Digital Audio Radio Services ("DARS"), or antennas used as part of a hub to relay signals among multiple locations are not permitted.
- b) Satellite dishes with a diameter of 36 inches or less may be installed subject to the following:
 - i) Dish must be installed at least 8 feet above the finished floor of the home.
 - ii) The preferred location for dishes is on the rear wall of the home or on a sidewall within 6 feet from the rear of the home.
 - iii) Cables required for installation, which are exposed on outside walls and more than 3 feet in length, shall be painted to match the existing building color.
 - iv) Dishes may not be installed in common areas.
 - v) Installation of more than one dish will be considered in the circumstance that a single dish is insufficient to provide an acceptable signal. In such situations, a letter from the satellite service provider must be presented for review to ARC with the homeowner's request.

4) AWNINGS

- a) Only awnings affixed to the rear of home are permitted.
- b) You must submit an architectural review application, with a survey showing location and sample of fabric, for approval prior to installation. Colors must be consistent with the color scheme of the houses in the community.
- c) Periodic cleaning and eventual replacement by the owner is at the discretion of the HOA Board of Directors.

5) BASKETBALL HOOPS

- a) Shall be professionally manufactured basketball backboards installed on black poles with white or clear backboard. No roof or roof-mounted backboards are permitted.
- b) Portable basketball assemblies are permitted in driveways but must be kept in good aesthetic condition. Assemblies are to be kept in place as designed with water or sand in the base and at no time should they be weighed down by placing sand or concrete bags, weights, bicycles, or other object on the base to keep in place.
- c) Basketball playing should stop by 10pm on weekdays and 11pm on weekends.
- d) Shall not be permanently affixed.

6) CLOTHES DRYING

- a) No garments, rugs, or any other materials may be hung, exposed, or dusted from the windows or from the front facade of any home. Further, no permanent outside clothesline or other facilities for drying or airing clothes shall be erected in the front yard or back yard of any home.
- b) Temporary clotheslines that are disassembled and no longer visible following use are allowable in the back yard.

7) COMMON AREA's

- a) No Owner shall make use of the Common Area's in such a manner as to abridge the equal rights of the other Owners to their use and enjoyment thereof nor shall any Owner remove, prune, cut, damage, or injure any trees or other landscaping located in the Common Areas.

8) COMMUNITY ENTRANCE GATES

- a) No Resident, dependent, or guest may manually operate (push or pull open) the front gate(s). Anyone caught doing so will be assigned any repair costs to the gate(s) or their mechanical operators.

9) DRIVEWAYS AND SIDEWALKS

- a) Surfaces must be consistent with original materials and colors.
- b) Walkways from the driveway to front door; front and rear patios and porches may be considered for resurfacing (tile, pavers, concrete, etc.).
- c) Walkways and driveways to front door may contain various sized pots and planters but must be maintained and upkept to not become a nuisance or unsightly.
- d) Driveways should remain free from oil, gas, paint, and other permanent stains. Periodic cleaning may be required at the discretion of the HOA Board of Directors.
- e) Sidewalks should not be blocked by parked motor vehicles, boats, trailers, RV's.
- f) Motorized Vehicles may not be driven on sidewalks.

10) ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.

- a) Every Owner and the Owner's family members, tenants, guests, and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All violations of the Governing Documents shall be reported immediately to a member of the Board. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice, of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any person, or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board, the Association shall have the ability to take any action to compel compliance as set forth below.

11) ENTRY BY ASSOCIATION.

- a) Violation of any conditions or restrictions, or breach of any covenant, herein contained or in any of the Governing Documents, shall also give the Declarant, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land of a Living Unit where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner of the land, any construction or other violation that may be or exist thereon. The Declarant, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement, or removal.

12) EXTERIOR COLORS

See 'Exhibit A' for a list of approved exterior colors based on the existing palette of individual homes. No exterior colors on any structure shall be permitted that, in the sole judgment of the Association, would be inharmonious or incongruous with Avery Square's approved color palette. Any future exterior color changes desired by Owners must be first approved in writing by the Architectural Review Committee (ARC) and/or HOA Board of Directors. The color of the roof tile shall not be changed nor shall other roofing materials or styles be substituted.

- a) Shall remain as original colors selected for the community.

- b) Approval must be received prior to painting front doors or garage doors a new color. Color must be complimentary to the color scheme within the community.

13) EXTERIOR ELEVATIONS

- a) Modifications to the exterior elevation of a home must be approved by the ARC and/or HOA Board of Directors, these include major renovations, additions, roof modifications, structural changes, etc.

14) EXTERIOR HOUSE LIGHTS

- a) All additional light fixtures require architectural approval.
- b) Required alongside the architectural review application is the submission of a specification sheet or picture of the fixture and a copy of your survey showing the location of the light fixture(s).

15) EXTERIOR MAINTENANCE

- a) Sidewalks, patios, and driveways must be pressure washed every three (3) years.
- b) House Paint
 - i) Shall not have noticeable mildew or irrigation staining.
 - ii) Shall not have noticeable chipped or peeling paint.
- c) Hose reels should be neat and stowed in an orderly manner.

16) FENCES

- a) Fences must be bronze in color, made of aluminum or wrought iron, and not exceed 48" in height to match existing fences in Avery Square.
- b) Lake Lots are permitted to install a fence up to 22' from the rear corner of the home.
- c) Wall Lots are permitted to install a fence abutting the rear community wall.
- d) Non-Lake and Wall Lots are permitted to install a fence to the rear property line.
- e) Fences in the Side Yard are permitted along the property line and must be setback at least 10' from the front corner of the house facing the roadway.
- f) The fence gate must be a minimum of 60" to allow access for landscape contractor equipment.
- g) Fence sections should be installed with at least a 2" vertical separation between the bottom of the fence and the ground beneath to allow for appropriate turf maintenance. A horizontal separation of no more than 4" between individual pickets is required.
- h) Fences in an easement are the responsibility of the owner if utility work requires temporary removal of the fence for access.
- i) All fences must meet all state and local code and setback requirements.

17) FINES.

- a) The Board may impose a fine or fines to the maximum extent permitted by law against an Owner for failure of the Owner, his family, Guests, invitees, Tenants, or agents of any of the foregoing, to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents.

18) FLAG POLES AND FLAGS

- a) No flags or banners other than a Flag permitted by Chapter 720.304, Florida Statutes, or other local, state, or federal law which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement, and safety.
- b) Only permissible installation is by brackets mounted to the front exterior of house. Flag poles can be a maximum of 20 feet in height. Flags are not permitted to be affixed to trees or other landscaping.

19) GARAGES

- a) Garage doors must be visible from the street and are not permitted to be constructed over with CMU, wood, or other building materials.
- b) Garage doors should be kept closed when garage is not in use.
- c) Garages doors should be periodically cleaned, painted, and maintained. Damaged or unsightly doors may be required to be cleaned, repaired, painted, or replaced at the discretion of the Board of Directors.

20) GUTTERS AND DOWNSPOUTS

- a) Shall remain same color as originally installed.
- b) Additional gutters and downspouts are to match the color of existing gutters and downspouts on the home or match the color used on downspouts and gutters throughout the community.

21) HEDGING

- a) Most varieties permitted, however rapid growing and/or invasive varieties may be prohibited or restricted in certain locations.
- b) Shall not be a nuisance due to rodents or insects.
- c) Shall be regularly trimmed so that branches do not become a nuisance to neighboring properties.
- d) Spacing of hedging shall be continuous (i.e. planted on 18-inch centers).
- e) Hedging shall be planted inside property line by at least 18 inches. On corner lots, hedging must be set back at least 5' from sidewalks and/or roadways.
- f) Landscaping shall not extend into lake or drainage easements.

22) LAKES

- a) Irrigation from common area waterways is not permitted.
- b) All lakes on the property are permitted through South Florida Water Management District for water management purposes and may not be used for recreational purposes. No swimming or boating is allowed. Use of remote control boats, toys or other items is also prohibited.
- c) No personal property may be kept on the lakes or on the lake banks. Any property being kept on the lakes or lake banks is subject to removal without any further notice and at the expense of the property owner.
- d) Any signs located on the lake banks relating to use of the lake are property of the Association and may not be removed, damaged, or altered in any way. Persons removing, damaging, or otherwise altering a sign will be liable to the Association for the expense of replacing the sign.
- e) No construction debris, lawn clippings or vegetation, trash or other items may be deposited in the lakes.

23) LANDSCAPING AND PLANT MATERIAL

- a) Landscaping (includes plants in established planter beds), if not approved by the Architectural Review Committee (ARC) and/or HOA Board of Directors, can be removed without prior notice.
- b) Annuals and perennials in flower beds can be changed out periodically by the homeowner without written consent of the HOA Board of Directors but must be maintained and upkeep to not become a nuisance or unsightly.
- c) All landscaping approved by the Board shall be contained in mulched beds.
- d) Homeowner is responsible for maintenance and upkeep of all additional landscaping, including the addition of tree(s) on a property in the front or backyard.
- e) Landscaping should not be planted in the Right of Way or Public Utility Easements. Planting in such areas is at the homeowner's risk, as if utilities need to be installed or repaired, it is within the right of the installing entity to remove the plants with no responsibility to replace them or compensate the owner.

- f) When installing new landscaping in any area other than an existing planter bed, or when installing a new planter bed, homeowner is required to have all public and private utilities located and flagged prior to digging.

24) LANDSCAPE LIGHTING & DECORATIVE STRUCTURES

- a) Wiring shall be buried and out of sight.
- b) Homeowner may be required to assume responsibility for maintaining lawn directly surrounding landscape lighting or decorative structures if the installation of such features creates an undue burden on the lawn maintenance company.
- c) Transformers shall be obscured from view.
- d) Must not be a nuisance to neighbors.
- e) Ponds, fountains and other water features and sculptures are not permitted unless contained within an enclosed lanai without approval from the Architectural Review Committee and/or HOA Board of Directors.
- f) Lanai string lighting is allowed but must be turned off by 11pm on weekdays and midnight on weekends.

25) COMMUNITY IRRIGATION SYSTEM

- a) Irrigation for Community landscaping is provided by a system owned by the Community.
- b) Manually operating the sprinkler zone valves is not permitted.
- c) Changing or moving sprinkler lines, wiring, or heads is not permitted.

26) LEGAL ACTION.

- a) Judicial enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted, the Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents.

27) LITTER

- a) All litter needs to be picked up and disposed of.
- b) Cigarette butts must be properly disposed of and may not be disposed of in mulch and landscaping.

28) NUISANCES

- a) No homeowner shall create an annoyance to the neighborhood. Disturbing, and excessively loud music and/or noises will not be tolerated and may be reported as noise disturbances to the Collier County Sheriff's Office. Activities that may constitute a noise disturbance include, but are not limited to, the following:
 - i) loud music, television, or parties
 - ii) sounding of horns and whistles for an unreasonable period other than as a danger warning
 - iii) yelling, shouting, singing, etc. other than at normal conversation levels after 10pm during weekdays and midnight on weekends and holidays
 - iv) barking, howling, whining, screeching of animals
 - v) basketball or other outdoor activities after 10 pm during weekdays and 11pm during weekends and holidays
- b) Garage or yard sales are not permitted unless it is part of a community wide garage sale.
- c) Firearms, pellet, and BB guns shall not be discharged within the community.
- d) Fireworks are only permitted within the community during holidays, such as the 4th of July and New Year's Eve.

- e) The Avery Square Association, Board, and its Committees are all staffed by volunteers. The Association employees a professional Management Company and several vendors to take care of daily affairs and ongoing maintenance. Verbal abuse by Residents, dependents, or guests against the Association, it's Board, Committees, Security Employees, Professional Management Company, and/or our Vendors is strictly prohibited.

29) PARKING OF VEHICLES

- a) Parking on streets, lawns, sidewalks (except where common to a driveway), vacant areas, and all common areas (including but not limited to easements, open spaces, grass, etc.) is not permitted.
- b) ATV's, golf carts, scooters or mini motorcycles shall be stored in garages when not in use.
- c) The Board of Directors or their agent has the authority to tow vehicles which are in violation of the rules and regulations of the community at the vehicle owner's expense.
- d) Vehicle owner will be responsible for expense of repairs required to any property damaged because of parking in violation of these rules (i.e.: damage to grass, sprinkler, etc.) with proof of damage.
- e) Commercial Vehicles are not permitted to park overnight on Community streets.

30) PATIOS AND LANAIS

- a) Wood decks are not permitted.
- b) Patios shall be constructed of concrete, pavers, tile, composite deck boards, or similar building materials but not rise above the finished floor level of the main home.
- c) Materials shall be consistent in color and type with those used in the construction of the home.
- d) Shall not extend beyond the side plane of the house unless approved by the Architectural Review Committee and/or HOA Board of Directors (i.e. pool landings, pool pumps, HVAC equipment, etc.).
- e) Shall not encroach on any lake, drainage, or utility easements.
- f) Homeowner is responsible for having all public and private utilities located prior to commencing construction.
- g) Irrigation lines and heads that run through the area the improvement that will be installed should be capped and/or re-routed so that no running water is flowing under the patio/lanai. Homeowners who build over existing lines do so at their own risk. In the instance a line breaks underneath the patio/lanai, Association's irrigation contractor may repair the line and is permitted to remove any portion of the patio/lanai necessary to complete the repair. Neither Association nor contractor will be responsible for repair or reimbursement to Homeowner for damage caused to the patio/lanai because of the break.

31) PETS

- a) A maximum of 2 pets (other than breeds prohibited by the Associations insurance policy, applicable governmental agency, or other breeds which in the reasonable determination of the Board of Directors are determined to be a threat to the safety of the occupants of the Property) per home is permitted.
- b) The Board of Directors shall specifically have the power to either permit additional domestic dogs or cats to be kept by an Owner if in the determination of the Board such pets shall not cause or be deemed by the Board of Directors to constitute a nuisance to any other Owner.
- c) Pets must always be leashed or under direct physical control when they are not in a fully enclosed patio/yard. Exceptions can be granted by the Board if service animal training is performed and documented.
- d) You must pick up after your pets.
- e) Pets cannot be left outside, including within a screen patio area or a pool screen enclosure, to bark or to the annoyance of neighbors.

- f) Dangerous and/or aggressive dogs (as defined per Collier County Animal Control Ordinance Chapter 14, Article II, Section 14-38) are not allowed.
- i) Dangerous Dog means any dog that according to the records of the appropriate authority:
- Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;
 - Has more than once severely injured or killed a domestic animal while off the owner's property
- ii) Unprovoked means that the victim who has been conducting himself or herself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.
- iii) Severe injury means any physical injury that results in broken bones, multiple bites, or disfiguring laceration requiring sutures or reconstructive surgery.

32) PESTS

- a) Pests such as bees, hornets, ants, etc. that are found on or in a unit are the owner's responsibility.

33) PLANT MATERIAL

- a) Plantings - Planting of any new tree, shrub, plants, flower, etc. requires ARC approval
- b) Any landscaping installed by a Home Owner becomes the sole responsibility of the Home Owner. (fertilizing, trimming)
- c) Most varieties permitted, however rapid growing and/or invasive varieties may be prohibited completely or restricted in certain locations.
- d) No artificial vegetation allowed (includes grass, plants, etc.,) except with ARC approval.
- e) Shall not be a nuisance due to insects or rodents.
- f) Shall be regularly trimmed so that branches do not become a nuisance to neighboring properties.
- g) Herbs and vegetables can only be grown in the backyard and must be regularly trimmed and not become unsightly so that it does not become a nuisance to neighboring properties.
- h) Fruit trees must be planted a minimum of 10' from property lines. Standard setback for all trees other than fruit trees is a minimum of 5' from property lines. Large or rapidly growing trees may require greater setbacks.
- i) Fallen fruit, vegetables, branches, and fronds must be picked up. Fruit trees may only be planted in backyard.
- j) No trees may be planted in or encroach into the lake or drainage easements.
- k) For the health of the tree, the planting of flowers around swale trees is not permitted.

34) POOLS AND POOL EQUIPMENT

- a) Pools and applicable equipment are allowed with ARC and/or HOA Board of Director Approval.
- b) Pools and applicable equipment must meet all State and County building code, setback, and safety requirements. All applicable pool equipment (pumps, filters, heaters, blowers, lighting systems) must be mounted on and fastened to a concrete base.

35) RECREATIONAL VEHICLES (RV's)

- a) RVs are not permitted to be stored in a homeowner's driveway long-term.
- b) RVs may be temporarily stored in a driveway no longer than 24 hours while being loaded/unloaded and cleaned but must be relocated following said activities.
- c) RVs requiring more than 24 hours must obtain ARC and/or HOA Board of Director approval.
- d) RVs are not allowed to block the sidewalk while stored in the driveway.

36) SCREEN ENCLOSURES AND SCREEN DOORS

- a) Screen enclosures are permitted for front entry foyers with architectural approval.

- b) Shall not extend beyond the plane of the house nor encroach on any easement, including lake maintenance easement.
- c) Shall be white, black, or bronze aluminum framing with charcoal color screening.
- d) Shall not have flat aluminum covered roof.
- e) Landscaping may be required, particularly on corner lots.
- f) It is suggested you receive architectural approval from ARC prior to applying for permits.
- g) Use of Elite or similar composite roofing systems is not permitted.

37) SEASONAL LIGHTS AND HOLIDAY DECORATIONS

- a) Halloween decorations are allowed October 1 through November 4th.
- b) Winter holiday lights be put up after November 24 but not lite until December 1.
- c) Must be removed annually no later than January 21st.
- d) No hooks, nails or other devices shall be placed on a tree or other landscaping for purpose of hanging lights or other decoration as this is harmful to the health of the plant.
- e) All other holiday decorations shall be approved by the Architectural Review Committee.

38) SIDEWALKS (Parallel to Streets)

- a) Shall not be painted or stained.
- b) Shall be kept free of irrigation stains.
- c) Sidewalks are never to be altered except as originally installed.
- d) Sidewalk chalk is permitted on sidewalks and driveways but must be washable.

39) SIGNS

No sign, billboard, or advertisement of any kind, including without limitation, those of realtors, politicians, contractors and subcontractors, shall be erected within Avery Square without the written consent of the Architectural Review Committee and/or the HOA Board, except signs used or erected by the Board, entry and directional signs installed by the Board, and signs required for legal proceedings. If permission is granted to erect a sign within Avery Square, the Board reserve the right

to restrict the size, color, lettering, and placement of such sign. The Board shall have the right to erect signs as they, in their discretion, deem appropriate. Notwithstanding the above, no signs, including without limitation, no "open house" signs, flags, banners, or similar items advertising or providing directional information with respect to activities being conducted outside Avery Square shall be permitted within Avery Square. No signs shall be nailed or otherwise attached to trees.

- a) One "For Sale" or "For Rent" sign may be displayed in the front yard of the home and must be consistent with the currently acceptable signs made of wood and engraved stencil lettering with earth tone coloring.
- a) Temporary signs for contractors and vendors performing work within the community are allowable with ARC approval.
- b) The board may approve security monitoring signs.

40) SPEED LIMIT

- a) The Avery Square speed limit is 15 Miles Per Hour.

41) STORAGE SHEDS AND TENTS

- a) Storage sheds and tents are prohibited.

42) STORM SHUTTERS

- a) Shall preferably have removable panels.
- b) Roll-down and sliding models shall match wall color as best as possible.

- c) Accordion panel shutters must match color of adjoining window or doorframe.
- d) No Bahama Shutters are permitted without ARC or HOA Board of Directors approval.
- e) Panels must be in place no earlier than 72 hours prior to storm or warning and must be removed within 7-14 days after a storm or 72 hours after a warning issued by the National Hurricane Center.
- f) Clear shutters may remain up throughout the hurricane season from June 1st – November 30th.
- g) Must not be used for security purposes.

43) SWING SETS AND PLAY EQUIPMENT

- a) Tree houses are not permitted. Association insurance will not cover any injury or damage caused by use of unauthorized play equipment.
- b) All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to the Home. A swing set less than eight (8') feet in height may be permitted on Residential Units so long as such swing set is in the backyard or rear portion of the Unit, and if approved by the ARC.

44) TRANSFER'S

- a) Prior to the lease or transfer, it is the responsibility of the Owner to provide the tenant or purchaser the complete set of Governing Documents and any other documents required by law. If the new purchaser has not received a copy of said documents, the closing shall be delayed until such time as the documents are provided.
- b) Lease, Sale or Gift. No Owner may effectively lease or convey title to a Parcel or any interest therein by sale or gift without the prior written approval of the Board.
- c) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his right to Occupy or use the Parcel shall be subject to the approval of the Board. The approval of the Board shall not be denied to any devisee or heir who was the decedent's lawful spouse or related to the Owner by blood or adoption within the first degree.
- d) Other Transfer. If any person acquires title in any manner not considered in the foregoing subsections, his right to Occupy the Parcel shall be subject to the approval of the Board.

45) TRASH AND RECYCLING CONTAINERS

- a) Trash and recycling containers cannot be put out any earlier than 1pm the day before trash pickup and must be stored in the unit garage no later than 6am the day after trash pickup.
- b) First violations of this rule will result in a warning and each subsequent violation will incur a \$25 fine that will be added to the homeowner's account.

46) WATERCRAFT

- a) The only place a boat, canoe, kayak, or other watercraft may be kept within the community is within the garage of the unit owner. The garage door must be able to close completely so that the boat, canoe, or kayak is not visible from the street. Boats, canoes, or kayaks parked in the street, vacant lot, or any other unauthorized area will be towed at the owner's expense.
- b) Boats, canoes, kayaks, and other watercraft are not permitted on the lake.
- c) Boat houses or docks are not permitted.
- d) Boats may be temporarily (24 hours) stored on a driveway while being loaded/unloaded and cleaned but must be relocated following said activities.

47) YARD ART

- a) No permanent or temporary installations of visual, sonic, or performance art is allowed unless approved in writing by the ARC and/or HOA Board of Directors.

48) ENERGY CONSERVATION EQUIPMENT

- a) Solar energy collector panels and attendant hardware or energy conservation equipment shall be permitted provided they are installed as a harmonious part of the architectural design of a home and the design, installation and location is first approved by the ARC to the extent such approval is permitted under Florida Statutes and as subsequently amended, and other applicable law.

EXHIBIT A

Community Exterior Color Information							
Division:	South Florida						
Community Name:	SFL-ZoneTCG10-Low Country, Craftsman & Euro Country Ele						
Products Offered:	Single Family						
* All window Mullions and Fascia: Bronze							
Package	1 - LC / C / EC	2 - LC / C / EC	4 - LC / C / EC	5 - LC / C / EC	6 - LC / C / EC	9 - LC / C / EC	10 - LC / C / EC
House Colors:							
Body Stucco Color:	SW 6164 Svelte Sage	SW 6150 Universal Khaki	SW 7534 Outerbanks	SW 0024 Curlio Gray	SW 6109 Hopscack	SW 7566 Westhighland White	SW 7016 Mindful Gray
Trim:	SW 6155 Rice Grain	SW 6151 Quiver Tan	SW 2841 Weathered Shingle	SW 2822 Downing Sand	SW 7539 Cork Wedge	SW 7045 Intellectual Gray	SW 7628 Windfresh White
Garage Door:	SW 6165 Connected Gray	SW 7041 Van Dyke Brown	SW 2822 Downing Sand	SW 7048 Urbane Bronze	SW 2836 Quartersawn Oak	SW 7026 Griffin	SW 7020 Black Fox
Front Door & Shutters:	SW 2846 Roycroft Bronze Green	SW 7624 Slate Tile	SW 2846 Roycroft Bronze Green	SW 7048 Urbane Bronze	SW 7580 Camellian	SW 7026 Griffin	SW 6244 Naval
Tile Roof Color:	Boral Tile Saxony 900 Slate Buckskin	Boral Tile Saxony 900 Slate Buckskin	Boral Tile Saxony 900 Slate Hickory	Boral Tile Saxony 900 Slate - Buckskin	Boral Tile Saxony 900 Slate Florida Blend	Boral Tile Saxony 900 Slate - Weathered Ash	Boral Tile Saxony 900 Slate - Stone Mountain
Stone Options (Craftsman & Low-Country only)	Boral Stone - Country Ledgestone - Echo Ridge	Boral Stone - Country Ledgestone - Aspen	Boral Stone - Country Ledgestone - Wolf Creek	Boral Stone - Country Ledgestone - Echo Ridge	Boral Stone - Country Ledgestone - Red Rock	Boral Stone - Country Ledgestone - Skyline	Boral Stone - Country Ledgestone - Eucalyptus
Stone Options (Euro Country only)	Boral Stone - Dressed Fieldstone - Chardonnay	Boral Stone - Dressed Fieldstone - Chardonnay	Boral Stone - Dressed Fieldstone - Chardonnay	Boral Stone - Dressed Fieldstone - Chardonnay	Boral Stone - Dressed Fieldstone - Chardonnay	Boral Stone - Dressed Fieldstone - Buck's County	Boral Stone - Dressed Fieldstone - Echo Ridge