

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration whatsoever thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee (the "ARC") composed of three (3) or more representatives appointed by the Board of Directors. In the event the Board, or the Architectural Review Committee, fails to approve or disapprove such design, location, and plans and specifications within thirty (30) days after they have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. Upon request from the Owner, the Secretary of the Association shall issue a certificate to that effect.

ARTICLE VII

GENERAL RESTRICTIONS

Section 1. Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such Lot which would tend to impair the appearance of the community as a whole, or the specific area.

Section 2. Offensive Activity. No noxious or offensive activity shall be carried on upon a Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence are in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within an enclosed area at all times.

Section 3. Signs. No commercial signs shall be erected or maintained on any Lot at any time, provided, the Owner thereof shall have the right to erect or place upon his Lot, one (1) "For Rent" or "For Sale" sign; provided further, that any such sign shall not exceed four (4) square feet in size, and that the design of any such sign shall be subject to review and approval by the Board of Directors or the Architectural Review Committee as provided in Article VI hereof.

Section 4. Garbage Disposal. Each Lot shall have receptacles for garbage, so as not to be generally visible from the road, or other garbage receptacles or similar facility in accordance with reasonable standards established by the Association.

Section 5. Trailers. No house or travel trailer, camper, boat or boat trailer, tent, barn, or other similar outbuilding or structure shall be placed on the Properties at any time, either temporarily or permanently, without the express written consent of the Association.

Section 6. Trees. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Association.

Section 7. Temporary Structures. No structure of a temporary character shall be placed upon the Properties at any time; provided, however, that this prohibition shall not apply to temporary shelters used by a contractor during the construction or repair of the improvements upon the Properties. Such temporary shelters may not, at any time, be used as residences or permitted to remain on the said property after completion of construction or repairs.

Section 8. Games and Play Structures. No basketball backboards or any other fixed games or play structures shall be located on the Properties, other than in the areas designated for such uses by the Association, if any. Tree houses or platforms of a like kind or nature shall not be constructed on any part of the Lot.

Section 9. Outside Installations. No radio or television signals nor any other form of electromagnetic radiation shall be

permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot. No outside antenna for radio or television shall be constructed, erected or maintained at any time on any Lot.

Section 10. Clotheslines. No clotheslines shall be placed on the Properties at any time.

Section 11. Window Air Conditioning Units. No window air conditioning units shall be permitted upon the Properties.

Section 12. Mailboxes. No mailboxes or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on the Properties unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Board of Directors or the ARC. If and when the United States mail service, or the newspaper or newspapers involved, shall indicate a willingness to make delivery to wall receptacles attached to the residences, each Owner, upon the request of the Board of Directors, shall replace the boxes or receptacles previously employed for such purpose or purposes with approved wall receptacles attached to the residence.

Section 13. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain on the Properties for a period in excess of forty-eight (48) hours. There shall be no major repair performed on any motor vehicle on the Properties. All vehicles shall have current license plates.

Section 14. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, or on the Properties, except for purposes of construction on such Lot, and shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 15. Household Pets. No Lot shall be used for keeping or breeding of livestock animals or poultry of any kind, except

that household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose. Provided, all household pets shall be kept on a leash at all times when not kept within an enclosed area.

ARTICLE VIII.

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by 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.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions hereof, which shall remain in full force and effect.

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any such amendment shall be recorded in the Public Records of Orange County, Florida.

Section 4. Annexation. Additional lands located in Orange County, Florida, within the real property described as follows:

LEGAL DESCRIPTION

Part of Section 5, Township 23 South, Range 30 East, Orange County, Florida, and being more particularly described as follows:

The South 565 feet of the SE 1/4 of the NW 1/4 (Less the W. 30 feet) and the NE 1/4 of the SW 1/4 (Less the N. 125 feet of the E. 415 feet and less the E. 30 feet thereof for right-of-way) in Section 5, Township 23 South, Range 30 East, Orange County, Florida.