

Arbor Green

Use of Property Restrictions

Article VIII

(Applies to Villages of Devonshire Section VII Use Restrictions)

upon written request, shall be entitled to written notification from a Neighborhood Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated or deeded and accepted by a public authority and devoted to public use, including the CDD; (b) all Common Property and any improvements thereon; and (c) any property not designated as Residential Property, Residential Unit, Recreational Facilities or Commercial Property.

Section 11. Collection of Assessments. Assessments allocated to any Residential Unit, Residential Property, Commercial Property or Recreational Facilities shall be collected by the Neighborhood Association.

Section 12. Costs of Collection. The Neighborhood Association shall be entitled to its costs of collection and attorneys' fees from any Owner against whom an assessment must be enforced.

Section 13. No Diminution or Abatement. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of any Neighborhood Association or Board of Directors thereof to take some action or perform some function required of it, or for convenience or discomfort arising from any other action.

Section 14. Assessments by CDD. Every Owner is subject to such assessments as may be levied by the CDD. Assessments may vary among Neighborhoods. Assessments of the CDD are in addition to, and not in lieu of, assessments of Neighborhood Associations.

ARTICLE VIII USE OF PROPERTY

Section 1. Protective Covenants. In order to preserve the property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration.

A. Limitations. Each Owner of Residential Property shall complete construction of a Residential Unit within twenty-four (24) months from the date the deed conveying such Residential Property to such Owner is recorded. Nothing shall be erected, constructed, planted or otherwise placed in a Neighborhood in such a position (subsequent to the initial construction of improvements on the Property by Declarant) so as to create a hazard upon or block the vision of motorists upon any of the streets or roads. No improvement or modification or alteration of an improvement shall interfere with those easements or other rights which are set forth in this Declaration.

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B. Building Restrictions. All building construction on the Property shall comply with the provisions of the Design Review Criteria. No improvement or modification shall interfere with those easements or other rights set forth in this Declaration. Only one dwelling may be constructed on any Residential Unit. The minimum square footage of each dwelling in each Block depicted on the Plats shall be the square footage set forth in Exhibit "C" hereto, including only air conditioned living space, with each dwelling containing an attached two-car or larger garage of the same architectural style as the air conditioned portion of the dwelling, unless otherwise approved by the DRB. Any dwelling constructed on a Residential Unit shall be in accord with the front yard, side yard, and rear yard set back requirements contained in the Design Review Criteria. No structural or non-structural alterations shall be permitted without written permission of the DRB in accordance with Article IX of this Declaration. All driveways and sidewalks constructed on a Residential Unit shall be constructed, reconstructed, or repaired with the materials and in the manner in which they were originally constructed, and no colors, coatings, pavers, epoxies, or similar treatments shall be permitted without DRB approval.

C. Service Yards. All garbage receptacles, fuel tanks, gas and electric meters, air conditioning and pool equipment and materials, supplies and other equipment which are placed or stored outside must be placed or stored in such a way to conceal them from view from roads and adjacent properties. Any such visual barrier shall be subject to DRB approval, in accordance with the Design Review Criteria. Solar hot water heating equipment constructed or used in connection with a Residential Unit shall not be visible from any road within Arbor Greene and shall comply with the Design Review Criteria.

D. Residential Use. Each Residential Unit may be improved for use for residential purposes, and only dwellings approved in accordance with Article IX may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Residential Unit, except for the business of Declarant and its transferees in developing the Property, and except that an Owner or occupant residing on a Residential Unit may conduct business activities within such Unit so long as: (i) the existence or operation of the activity is not apparent or detectable by site, sound, or smell from outside the dwelling; (ii) the activity conforms to all zoning requirements for the Residential Unit; (iii) the activity does not involve regular visitation by clients, customers, suppliers, or other business invitees, or door-to-door solicitation of residents of Arbor Greene; and (iv) the activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board of Directors of the Neighborhood Association.

E. Nuisances. No nuisance shall be permitted to exist or operate in a Neighborhood or in the Common Property so as to be detrimental to any other Neighborhood in the vicinity thereof, or to its occupants, or to the Common Property.

F. Unlawful or Offensive Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or a Neighborhood Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed in Common Property.

G. Insurance. Nothing shall be done or kept on any Neighborhood which will increase the rate of insurance for the Property or any other Neighborhood. No Owner shall permit anything to be done or kept in or on his Residential Unit or Neighborhood which will result in the cancellation of insurance on Common Property, or any other Neighborhood, or the contents thereof, or which would be in violation of any law.

H. Access. Owners shall allow the CDD, a Neighborhood Association, or the agents and employees either to enter any Neighborhood for the purpose of maintenance, inspection, repair, replacement of the improvements within the Neighborhood which are their respective responsibilities, or in case of emergency for any purpose, or to determine compliance with this Declaration.

I. Pets. An Owner may not keep, raise, or breed any animals, livestock, or poultry in or on any the Property, except that customary household pets such as cats, dogs, pet birds, and fish may be kept subject to the provisions herein. Only two dogs shall be kept in a Residential Unit. The following shall apply with regard to any pet which is allowed to be kept in or on the Property:

1. Owners of a cat or dog shall be required to keep the same on a leash at all times unless kept in an enclosed area.

2. Owners of a cat or dog shall be required to remove immediately all forms of excrement of such pets from the Property, including, but not limited to, lawns, walks, driveways, and parking areas. Such pets shall not be allowed to deposit excrement in any manner, or in any place, that would in any manner change or deface the Property, including any alteration in the uniformity of appearance of the lawn or landscaped areas.

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3. No pet will be allowed which creates excessive noise, emits obnoxious odors, creates unsafe or unhealthy living conditions, or other disturbances of any kind, whether on a continuous or intermittent basis, and regardless of the time of day or night. Any Owner of a pet allowed hereunder who is the subject of three justifiable complaints of violations hereunder shall permanently remove the pet from the Owner's property upon notice of such complaints from the Neighborhood Association. Such Owner shall not be allowed to have any pets within the Property at any time thereafter, except upon the express written consent of the Board of Directors of the Neighborhood Association.

4. No pet shall be allowed in any Preservation Area.

5. Nothing herein shall be deemed to prohibit the use and ownership of a dog trained to assist a disabled person.

6. Neighborhood Associations may impose more strict prohibitions as to the keeping of pets within any Neighborhood.

J. Signs. Except as may be required by legal proceedings, no sign, flag, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Residential Unit, yard, or Common Property within a Neighborhood, or from any window or tree, unless express prior written approval of the size, shape, content and location has been obtained from the DRB, which approval may be withheld in its discretion. If after demand and reasonable notice to an Owner, such Owner has not removed an unapproved sign, Declarant or a Neighborhood Association may, through a representative, enter the Owner's premises and remove such sign without liability therefor. Declarant hereby grants a license to each Neighborhood Association for such purpose. Notwithstanding the foregoing, Declarant shall be permitted to post and display advertising signs on the Property and Declarant and the CDD may erect reasonable and appropriate signs on any portion of the Common Property.

K. Campers, Etc. No campers or vans over fourteen feet (14') in length, go-carts or trucks in excess of three quarter (3/4) ton shall be allowed on the Common Property or anywhere within the Property except as approved by Declarant or by the Board of Directors of a Neighborhood Association in its discretion, and except as follows: such vehicles shall be permitted within the Property if (1) parked entirely out of sight or (2) if parked only temporarily within the Property, i.e., not overnight. Declarant or Board of Directors of a Neighborhood Association may make reasonable rules concerning

the use of mopeds and motorcycles on the Property or within a Neighborhood.

L. Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted. The DRB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within the Residential Property.

M. Clotheslines. No clothesline or other outdoor clothes-drying facility shall be permitted.

N. Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with the standards adopted by the DRB. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse.

O. Antennas, Other Devices. No exterior radio or television antenna, satellite dish or other receiver, transmitting device or any similar exterior structure or apparatus may be erected or maintained except pursuant to standards adopted by the DRB.

P. Air Conditioners. Air conditioning units shall be shielded and hidden so that they are not readily visible from the Common Property or adjacent parcels. No window or through-wall air conditioning units shall be installed in any Residential Unit except as approved by the DRB.

Q. Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed or other outbuilding shall be permitted at any time, other than:

1. Cabanas appurtenant to a swimming pool, detached garages and gazebos as approved by the DRB.

2. Temporary structures during the period of actual construction as approved by the DRB; and

3. Tents or other temporary structures for use during social functions.

R. Water Supply and Sewerage. No septic tanks shall be permitted within the Property. No wells shall be installed without the express written consent of the DRB and all other applicable government agencies.

S. Fuel Storage Tanks. No fuel or gas storage tanks shall be permitted without DRB approval.

T. Garages. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. All vehicles shall be kept inside garages, except that vehicles may be parked on

the driveway, but only if the Owner's garage or garages are fully occupied with the Owner's vehicles.

U. Soliciting. No soliciting will be allowed at any time within the Property.

V. Maintenance. The portions of the Residential Property visible from other Residential Units, the roads or from any Recreational Areas and Recreational Facilities shall be kept in an orderly condition so as not to detract from the neat appearance of the Property. Declarant or the Board of Directors of a Neighborhood Association, in their sole discretion, may determine whether or not such visible portions are orderly. Declarant or the Neighborhood Association may have any objectionable items removed so as to restore its orderly appearance, without liability therefor, and charge the Owner for any costs incurred in the process, all as more particularly set forth in Article VII, Section 4 hereof.

W. Trees. No trees greater than three inches (3") in diameter at breast height shall be cut or removed without approval of the DRB.

X. Mailboxes. Builders or Residential Unit Owners shall provide, install and maintain all mailboxes and standards, brackets and name signs for such boxes at the Owner's expense in such location and of such size, color and design as approved by the DRB.

Y. Watercraft. No watercraft powered by internal combustion engines may be used on any Lake or body of water on the Property (except as provided in Article X hereof) without the prior approval of Declarant or the CDD. No Owner may store or park a boat, other watercraft and/or boat trailer within his parcel, except within a fully-enclosed garage, and provided such storage does not cause a vehicle to be parked on the driveway. In all other instances, boats and boat trailers shall not be stored or parked within the Property or any portion thereof. Docks, davits, ramps, outbuildings, or any structure designed for the use of a boat or watercraft near or in any Lake or other body of water are expressly prohibited.

Z. Fences and Walls. No fences or walls shall be erected without approval by the DRB.

AA. Motor Vehicles, Trailers, Etc. Each Owner shall provide for parking of automobiles off streets and roads within the Property prior to occupancy of the Owner's Residential Unit. Subject to the terms of this Section, there shall be no outside storage or parking within any parcel or within any portion of the Common Property (other than areas provided therefor within the Common Property, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck, commercial vehicles of any type, camper, motorized camper or trailer, motorized go-cart or any other related forms of transportation devices. No Owners or other

occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within a Neighborhood or within any portion of the Common Property, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Vehicles shall be parked only within Residential Units on paved surfaces or designated areas and shall not block sidewalks or bike paths. Parking by Owners within street rights-of-way is prohibited and Neighborhood Associations are authorized to tow vehicles parked in violation hereof. Overnight parking in street rights-of-way by any person is prohibited. No gravel, blacktop, or paved parking strip shall be installed or maintained by any Owner adjacent to or along the street.

AB. Declarant's Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale or the developing of parcels, including, without limitation, the installation and operation of sales and construction offices, signs and model dwellings. The location of any construction offices by Declarant or Builders selected by Declarant shall be subject to Declarant's control. The right to maintain and carry on such facilities and activities shall include specifically the right to use Residential Units as model residences, and to use gatehouses or any Residential Unit as an office for the sale of Residential Units on the Property and for related activities.

AC. Delivery and Construction Hours. No construction activities, other than work to be performed on the inside of a Residential Unit which is enclosed, nor delivery of construction materials shall be permitted between the hours of 7 p.m. and 7 a.m. of the following day.

AD. Construction Material Storage. Storage of construction material associated with construction in any Neighborhood shall be screened from view as provided in the Design Review Criteria.

AE. Outside Lighting. Except as may be installed initially by Declarant, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Residential Unit which in any way will allow light to be reflected on any other Residential Unit or the improvements thereon or upon any Common Property or any part thereof, without the written authorization of the CDD or the Board of Directors of the applicable Neighborhood Association. Other types of low intensity lighting which do not disturb the Owners or other occupants of the Property shall be allowed.

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AF. Window Treatments. Window treatments for Residential Units shall be compatible with the exterior design and color of the dwelling in which they are installed.

AG. Recreation Equipment. No basketball courts or basketball standards or backboards (whether permanent or moveable) shall be installed, placed or affixed to any structure on Residential Property. All play sets, playground equipment and other outdoor recreational equipment must be approved by the DRB prior to installation.

AH. Leasing. No Owner shall lease less than the entire Residential Unit which he owns or lease such Residential Unit for a period of less than three (3) months or more than twice in any calendar year.

AI. Owner's Insurance. By virtue of taking title to a Residential Unit, each Owner covenants and agrees to carry blanket "all-risk" property insurance on his property and structures thereon, providing for replacement cost coverage (less a reasonable deductible). Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his Residential Unit, he shall proceed to repair or to reconstruct such structures within twelve (12) months after such damage or destruction, in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IX of this Declaration. Alternatively, the Owner shall clear the property of all debris and ruins and maintain the property in a neat and attractive, landscaped condition. The Owner shall pay any costs which are not covered by insurance proceeds.

AJ. Subdivision. No Residential Unit shall be further subdivided except upon express written consent of Declarant so long as Declarant owns any part of the Property, and thereafter, with the consent of the Board of Directors of the applicable Neighborhood Association, and in accordance with subdivision regulations of the City of Tampa and Hillsborough County, as applicable.

AK. General Restrictions on Common Property. No owner shall obstruct any part of the Common Property, nor shall any Owner keep or store anything on the Common Property. No person other than Declarant or the CDD, or their appointed agents, may alter, construct upon, or remove anything from the Common Property. All uses and activities upon or about the Common Property are subject to the rules and regulations of Declarant and the CDD.

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