

Declarant also reserves the right to remove land from the provisions of this Declaration and may do so without the approval of the Class A membership. Removal shall be made by a amendment hereto executed by the Declarant and any other owner of the affected property withdrawing this affected property from the terms and conditions of this Declaration.

**Section 14. Consent of Mortgagees.** The undersigned mortgage holders hereby join in and consent to the recording of this Declaration, and agree that the liens of their respective mortgages are subordinate and inferior to the Declaration.

**Section 15. Mortgage or Conveyance of Common Area.** The Common Area, or any part of the Common Area, cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of each class of the Members in writing or by vote at a meeting at which a quorum is present.

#### **ARTICLE IV USE RESTRICTIONS**

**Section 1. Use.** No Lot shall be used except for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling not to exceed two (2) stories, patios, porches, landscaping, walls, fences, and walkways appurtenant thereto. Carports are not permitted. Except for improvements constructed or installed by the Declarant, all such improvements must be approved in writing by the Architectural Control Committee prior to commencement of construction or addition of any landscaping.

**Section 2. Outbuildings Prohibited.** No structure of a temporary character, trailer, tent, shack or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. No structure, including utility buildings, may be erected on any Lot for other than residential purposes, except a builder's temporary structure. No storage buildings shall be permitted. However, the provisions of Sections 26 and 27 of this Article shall supersede this section.

**Section 3. Minimum Residence Size.** No dwelling shall be erected or allowed to remain on any Lot unless the living area of the dwelling, exclusive of porches, patios and lanais shall be not less than 1,200 square feet. Living area shall include screened porches with permanent roofs which are constructed as a component of the original roof structure.

**Section 4. Minimum Lot Size.** The minimum lot size shall be 1,105 square feet, or 16.50 feet wide by 67.00 feet deep. No Lot shall be divided, re-subdivided or reduced in size by any method whatsoever, unless all portions of said Lot be used to increase the size of adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, resubdivided or reduced in size by any method whatsoever, without the prior written consent of the Declarant. All plots of land formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Declarant.

**Section 5. Setbacks.** The minimum setback lines imposed by Hillsborough County are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered as appropriate so as to preserve important trees, and assure vistas of water and open areas. Minimum setbacks shall be twenty-five (25') feet from the exterior boundary of the Submitted Property and twenty (20') feet between buildings. No dwelling or other structure shall be erected in violation of zoning ordinances. These setbacks may be decreased by up to 25% if approved by Hillsborough County and the Architectural Control Committee in accordance with adopted regulations. Extended patios or lanais on any Lot may be constructed only by the Declarant and at the time of initial construction of a unit. Said patios and lanais shall be subject to the setback requirements imposed by Hillsborough County at the time of initial construction. Due to Hillsborough County restrictions regarding public and private drainage easements, certain Lots will not be allowed to have any patios or lanais. Lot Owners should refer to the architectural guidelines adopted by the Architectural Control Committee for these standards. Additional restrictions regarding patios may be found in Article IV, Section 30 of this Declaration.

**Section 6. Nuisance Prohibited.** No residence or other structure on any Lot shall be used for commercial or business purposes, except as set forth in Sections 26 and 27 of this Article. Each Owner shall refrain from any act or use of his Lot or any Common Area that could reasonably cause embarrassment, discomfort, annoyance or a nuisance to another Owner. No noxious, offensive or illegal activities shall be carried on upon any Lot or Common Area. Activities that could possibly damage buildings (e.g., golf) are strictly prohibited. Common parking areas shall be kept free of trash and debris at all times. Without limiting the generality of the foregoing:

(a) The assembly or disassembly of motor vehicles (including oil changes) and other mechanical devices which might cause disorderly, unsightly or unkempt conditions, the shooting of firearms, fireworks or pyrotechnic devices of any kind or size, and any

other similar inherently dangerous activities, shall not be pursued or undertaken on any Lot or Common Area.

(b) No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot or Common Area which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding property.

**Section 7. On Site Construction Required.** No structure shall be moved onto any Lot or Common Area, except a builder's temporary structure, which shall be used by a Declarant or builder in connection with construction work and activities engaged upon any Lot or Common Area.

**Section 8. Animals.** No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that pets of the customary household variety such as cats, dogs, pet birds and fish may be kept by an Owner, but only if such pets do not cause a disturbance or a nuisance on the Submitted Property. Notwithstanding the foregoing, no pit bulls or rotweillers shall be permitted on the Submitted Property under any circumstances. The following shall apply with regard to any pet which is allowed to be kept in or on a Lot:

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

(b) Owners of a cat or dog shall be required to remove immediately all forms of animal waste from the Submitted Property, including but not limited to lawns, walkways, sidewalks, and parking areas, and such pets shall not be allowed to deposit waste in any manner, or in any place, that would in any manner change or deface the Submitted Property, including any alteration in the uniformity of appearance of the lawn or landscaped areas.

(c) No pet will be allowed which creates excessive noise, emits noxious 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.

(d) Any Owner of a pet allowed hereunder who is the subject of three (3) justifiable complaints of violation hereunder shall permanently remove the pet from the Owner's Lot upon notice of same from the Board of Directors or the Association's management company, and said owner shall not be allowed to have any pets within the Lot at any time thereafter, except upon the express written consent of the Board of Directors.

(e) No more than a total of two (2) cats, dogs, or birds may be kept on any Lot.

(f) The weight limit for all pets shall be 25 pounds per pet. Any Owner having a pet weighing more than 25 pounds at the time such Owner moves into a home purchased from Declarant (but not from any other seller) may retain such pet until the pet is no longer kept on the Lot (by reason of death or otherwise), after which time any additional or replacement pet shall be limited to 25 pounds or less.

**Section 9. Signs.** No signs of any kind, including "For Rent", or any other similar signs shall be displayed to the public view, erected or maintained on any Lot (including within windows of improvements), except for one (1) professionally lettered sign not more than four square feet in size, which shall only advertise the property for sale; and except for signs approved by Declarant used by a builder to advertise the Lot(s) or dwellings during the construction and sales period; or except as may be required by legal proceedings. Signs permitted pursuant to Section 26 herein are exempt from this Section 9. The Association may establish architectural control guidelines regarding the exact location of all signs within the Submitted Property. By way of example and not limitation, no political signs, business advertising signs, signage imparting any type of message other than that the Lot is for sale may be placed, erected, or installed on the Submitted Property.

**Section 10. Exterior Attachments.** No exterior radio, television, electronic or like antennas, aerials, satellite dishes or transmission or receiving tower(s), apparatus or devices, or other similar or dissimilar exterior attachments, shall be installed, permitted or located on any Lot. Notwithstanding the above, satellite dishes or other devices for the reception of television signals are permitted provided they have received prior approval from the ACC and otherwise comply with Federal regulation and limitation thereof. Owners shall attempt to screen such devices from view, if possible, in order to keep the Submitted Property free from unsightly television reception devices.

**Section 11. Utility Easements.** Easements for installation and maintenance of utilities are reserved as shown on the recorded subdivision Plat. Within these easements, no structure, walls, fences, trees or bushes or other material or plantings shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible.

**Section 12. Trees.** In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill, removal, or cutting of trees shall be performed in violation of law or of this Declaration or without the prior approval of the Architectural Control Committee.

**Section 13. Fences, Walls, and Hedges.** Fences, walls, and hedges of any kind are not permitted within the Submitted Property, unless constructed or installed by the Declarant or the Association.

**Section 14. Sidewalks.** Simultaneously with the construction of a dwelling on any Lot, a four (4) foot wide concrete sidewalk may be installed at the expense of the Declarant according to the specifications of Hillsborough County, Florida, the line and grade of said sidewalk to be in accordance with site plan of such Lot approved by the Architectural Control Committee.

**Section 15. Commercial Uses.** No trade, business, profession or other type of commercial activity shall be carried on upon any Lot unless permitted by Hillsborough County as a home occupation, except that real estate brokers, Owners and their agents may show dwellings and Lots for sale or lease, and except as set forth in Sections 26 and 27 of this Article.

**Section 16. Appearance of Lots.** No Lot, Common Area, common parking areas or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether improved or unimproved, and whether occupied or not, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative or unlicensed vehicles or portions thereof, or similar unsightly items; nor any furniture or appliance designed for normal use or operation within (as distinguished from outside of) a dwelling; shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the public streets or neighboring Lots.

However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner at dumpster locations. No lumber, brick, stone, cinder block, concrete or other building materials, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

**Section 17. Lot Upkeep and Maintenance.** Except for the maintenance responsibilities of the Association, all Lot Owners with completed residences thereon shall keep and maintain the exterior of all buildings, structures and improvements located on the Owner's Lot, in a first class, neat, attractive, sanitary and substantial condition and repair, including without limitation the painting, repairing, replacing and caring for gutters (other than debris removal therefrom), downspouts, exterior building surfaces, lighting fixtures, and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted.

**Section 18. Mailboxes.** The Association for the benefit of Owners shall maintain one or more mail kiosks in the form and at the location required by the U.S Postal Service. No individual mailboxes shall be permitted on a Lot. Each Owner of a Lot shall be provided with keys to their assigned mailbox with the kiosk. In the event the keys are lost, misplaced, or stolen, all costs to replace the lock and/or to obtain new keys shall be the responsibility of Owner. In addition, should the unit transfer ownership, Owner shall have responsibility to deliver the mailbox keys to the new Owner. Neither the Declarant nor the Association shall have any responsibility whatsoever for replacement of any lost, stolen, or misplaced keys once originally issued to the first Owner of a unit. Should the original Owner not provide any subsequent Owner with the keys, it shall be the sole responsibility of the new Owner to bear the cost of replacement of the lock and/or keys. Should mail kiosk locks become defective, however, due to normal wear and usage, the Association shall bear the cost of replacement of the locking mechanism and any new keys relating thereto.

**Section 19. Vehicles.**

(a) Except as hereinafter expressly provided, no boat, boat trailer, camper, mobile home, travel trailer, aircraft, glider, trailer, or bus shall be permitted to remain on any Lot or street within the Submitted Property. Commercial vehicles as defined herein and any truck or vehicle greater than three-quarter (3/4) ton capacity, which has signage or other advertising or commercial displays affixed thereto are not permitted to be parked within the Submitted Property except on a temporary, short-term basis as defined herein. Any vehicle three-quarter (3/4) tons or less that has signage or other advertising or commercial displays affixed thereto, that is used as a daily mode of transportation, may be parked within the Submitted Property. All motor vehicles permitted to be on a Lot must park at all times on pavement in a dedicated parking location, and shall not park on the grass or non-paved area of the Lot. Overnight parking on the street is strictly prohibited.

(b) No motor bike, motor scooter, moped, dual axel vehicle, ATV (all terrain vehicles) or other two-wheeled, three-wheeled or four-wheeled ATV or go-cart, or the

like, may be operated within the Submitted Property or permitted to be parked or stored on any Lot, street, road or any other part of the Submitted Property. Notwithstanding the foregoing, motorcycles licensed or registered with the State of Florida to operate on public roads and used as a daily mode of transportation may be operated or parked (for ingress or egress purposes only) within paved areas of the Submitted Property. This section shall not be applicable to Declarant.

(c) "Parking on a Temporary, Short-Term Basis" shall mean parking, on a non-recurring basis and for a single period not exceeding twenty-four (24) hours in duration, of commercial or recreational vehicles belonging to guests of Owners, and it shall also mean parking of commercial vehicles used in connection with the furnishing of services and/or the routine pickup and delivery, respectively, of materials from and to dwelling units (including those commercial vehicles used in connection with bona fide current on-going construction of improvements on Lots or Common Area) and commercial and recreational vehicles belonging to or being used by Owners for loading or unloading purposes only.

(d) "Commercial Vehicle" shall mean a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity and any vehicle greater than three-quarter (3/4) ton capacity with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. Commercial vehicles shall be parked on a temporary, short-term basis only.

(e) Each Lot shall be assigned one (1) designated parking space, and parking therein shall be reserved solely for the Owner of said Lot. Parking of additional Owner or guest vehicles in non-assigned, designated parking spaces shall be on a first come, first serve basis.

(f) There shall be no parking on any grass, landscaped area, sidewalks or any portion of a Lot or Common Area, except in paved parking spaces. At no time shall any vehicle block access to a trash receptacle (dumpster), mail kiosk or Common Area. Parking shall only be permitted within designated parking spaces lying within Tract A. The Association has the sole, full and complete control over the use of Tract A for parking and other purposes.

(g) Any commercial, recreational or other vehicle parked, stored, repaired, serviced, painted, dismantled, rebuilt, constructed or operated in violation of the restrictions provided in this section or in violation of any reasonable rules and regulations adopted by the Association from time to time may be towed away or otherwise removed by or at the request of the Association, and the Owner of the Lot or dwelling unit to whom such vehicle belongs or to whom the operator of such vehicle is a

family member, guest or invitee shall reimburse the Association for any costs incurred by the Association and the Association shall have a lien right against such Lot or dwelling unit to enforce collection of such reimbursement. Any cost or expense necessary to recovery of the towed or removed vehicle shall be borne by the owner or operator of the towed or removed vehicle.

**Section 20. Initial Construction, Repair and Rebuilding.** Construction of any dwelling or other structure or improvement shall be completed within nine (9) months from the commencement of construction thereof. Every building, structure or other improvement, the construction, repair, rebuilding, or reconstruction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God and other similar causes.

No building, structure or improvement which has been partially or totally destroyed by fire or casualty shall be permitted to remain in such state for more than nine (9) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure or improvement is not so commenced within nine (9) months, the owner thereof shall raze or remove the same promptly from such Lot. Any Owner who has suffered damage to his residence by reason of fire or any other casualty shall apply to the Architectural Control Committee for approval for reconstruction, rebuilding or repair.

**Section 21. Yards/Additional Landscaping.** No Owner shall be permitted to install any additional landscaping anywhere on the Submitted Property. The front yard of each residence constructed on a Lot shall remain grass, and no such front yard shall be paved over (either concrete, asphalt or otherwise), nor covered with rock, gravel or other similar material, unless the initial construction by a Declarant utilized an alternate plant ground cover due to heavy shade on the Lot. Thereafter the same type of plant ground cover shall be utilized unless otherwise approved by the Architectural Control Committee. Nothing herein shall be deemed to prohibit the use of Xeriscape as defined in the Florida Statutes.

**Section 22. Window Air Conditioners.** No window air conditioning unit shall be permitted.

**Section 23. Street Lighting.** Each Lot may be subject to the power and authority of a lighting district created by Hillsborough County. If at any time hereafter Declarant request that a separate street lighting district be organized pursuant to Hillsborough County Ordinance, or as otherwise provided by law, all Owners of such



Lots will upon written request by Declarant: (i) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district; (ii) grant any easement rights which may be required therefore, without payment of any compensation; (iii) pay any assessments imposed on their Lots by such street lighting district, and, (iv) join in any petition to annex contiguous property to the street lighting district.

**Section 24. Athletic Equipment/Temporary Structures.** No temporary structure, such as but not limited to, basketball goals (either portable or permanent), baseball or tennis pitching machines, trampolines, skate board equipment, nets or batting cages, or playground equipment, shall be permitted on any Lot at any time, or used on any Lot at any time. With the exception of household barbeque grills containing propane tanks located on rear patios, no gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Lot.

**Section 25. Holiday Lights and Other Lighting.** Holiday lighting and decoration shall be permitted to be placed upon the exterior portions of a residence and upon the lot in the manner permitted hereunder during a period commencing on Thanksgiving and continuing through January 15 of the following year, after which such lighting shall be removed. Lighting and decoration for any holiday other than that referenced above shall be permitted commencing 15 days prior to said holiday and continuing for 15 days following said holiday, after which time said lighting and decoration shall be removed. The ACC may establish standards for holiday lights and may require the removal of any lighting that creates a nuisance.

**Section 26. Exemption of Declarant.** Nothing contained in this Declaration shall be interpreted or construed to prevent a Declarant, or its designated assigns, contractors, or subcontractors, from doing or performing on all or any part of the Submitted Property owned or controlled by such Declarant, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including, without limitation:

(a) Erecting, constructing and maintaining thereon such structures as may be reasonably necessary for the conduct of a Declarant's business of completing the final development and establishing the Submitted Property as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

(b) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of any portion of the Submitted Property. All provisions of this Declaration in conflict with this Section shall be deemed inoperative as to a Declarant and its designated assigns.

(c) Erecting or maintaining any improvement to the Submitted Property which may be deemed necessary or desirable, in the sole discretion of the Declarant, to protect the health, safety or welfare of the Submitted Property, or the Owners, or any person coming upon the Submitted Property.

**Section 27. Exemption of Declarant and Designated Builders.** Every person, firm or corporation purchasing a Lot recognizes that Declarant or home builders designated as approved builders within the Submitted Property (hereafter, a "designated builder") shall have the right to:

(a) Use of Lots and residences erected thereon for sales offices, field construction offices, storage facilities, or general business offices;

(b) Maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient by a Declarant or designated builder;

(c) Erect and maintain such signs on the Lot in connection with the uses permitted in Subsections 26 above; and

(d) Declarant and designated builder's rights under the preceding sentence shall terminate when the last Lot is sold by a Declarant or a builder to a homeowner, unless prior thereto any such party has indicated its intention to abandon such rights by a written instrument duly recorded. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to a Declarant's or builder's sales activity relating to the Submitted Property, but shall benefit Declarant or builder in the construction, development and sale of such other property and Lot which a Declarant or builder may own. All provisions of this Declaration in conflict with this section shall be deemed inoperative as to a Declarant or a designated builder.

**Section 28. Front Doors.** The front door of each residence constructed on a Lot shall be maintained in an attractive manner. No screen doors shall be permitted.

**Section 29. Window Coverings.** All interior window coverings which are visible from any street shall be white or of a color and material consistent with the outside color of the residence.

**Section 30. Swimming Pools, Hot Tubs and Screened Enclosures.** No swimming pools or hot tubs may be installed on any Lot. Screened enclosures may be

erected with prior Association approval pursuant to the setback guidelines established in Article IV, Section 5. Additionally, the Association has adopted an approved standard design for all enclosures. Notwithstanding the foregoing, all concrete slabs for patios and screened enclosures must be poured by the Declarant at the time of initial construction of a home. An Owner may add the screened structure at a later date with approval of the Association. The pouring of concrete slabs after initial construction has been completed shall be prohibited.

**Section 31. Outdoor Clotheslines.** No outdoor clothesline, of any kind whatsoever, temporary or permanent shall be permitted on any Lot, unless the lines are not visible from the exterior of the Lot.

**Section 32. Damage to Buildings.** In the event a dwelling unit located on a Lot is damaged through an act of God or other casualty, the Lot Owner upon which the dwelling unit is located shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce this provision so that each Lot owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit at the highest insurable value.

**Section 33. Leases.** In order to keep the Submitted Property from becoming a transient community and to assure enforcement of this Declaration, the following provisions apply to leases of Lots:

(a) Any lease of a Lot shall be in writing and shall comply with the remaining provisions of this Section 33.

(b) An Owner desiring to enter into a lease of his Lot shall provide a copy of a tenant profile form, if any, and the lease to the Association, and the Association shall have the right to approve the lease form prior to its use. In order for a lease to be approved, it shall have at a minimum, the following terms and conditions: (i) the lease term shall not be for less than seven (7) months; (ii) the lease shall be only for the entire Lot; (iii) no tenant shall be permitted the use of more than two parking spaces; (iv) every lease shall provide that the tenant shall be bound by and subject to all of the obligations of the Owner under this Declaration.

(c) Any Owner who has leased his or her Lot shall provide to the Association (a) the name, address and telephone number of the tenant; (b) a copy of the signed lease; and (c) the year, make, model and license plate number of all vehicles owned by such tenant, not later than the date of occupancy by the tenant.

(d) No tenant shall be entitled to use the recreational facilities or Common

Area of the Association until the Owner has complied with this Section 33.

(e) The use of the Common Area and any recreational facilities is limited to the benefit of one (1) family per residence and grant of such rights to a tenant excludes the right of the Owner to use such Common Areas and recreational facilities during the period of the lease.

(f) The Owner shall be responsible to the Association for compliance by his or her tenant with the terms and conditions of this Declaration.

(g) No more than two (2) leases shall be approved within a twelve-month period.

(h) The Association may charge a reasonable fee for the review of any application for a lease, in an amount which may be established from time to time by the Association and which shall be related solely to the cost of reviewing such application. No charge shall be made in connection with the extension or renewal of an existing lease to the same lessee.

**Section 34. Public Drainage Easements.** The Plat reflects certain areas as "Drainage Easement (Public)" lying within Tract B-1. The Plat provides the following in regard to these areas and each Owner of a Lot is subject thereto:

"Public Drainage Easements shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, sprinkler systems, trees, shrubs, hedges and landscaping plants, other than grass, except landscaping of stormwater detention and retention ponds as required by the Land Development Code."

Absolutely no fishing, swimming, boating or other activity shall be permitted within any retention/detention areas, drainage easements, ponds or lakes located on the Submitted Property.

**Section 35. 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 Architectural Control Committee. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or utilized up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event.

**Section 36. Car Washing.** Due to environmental concerns for the surrounding wetland/conservation areas and the close proximity of parking spaces throughout the community, car washing shall be prohibited anywhere on the Property.

**Section 37. Tree Wells.** During the course of development, Declarant may be required to construct tree wells which are used for the purpose of protecting specimen trees from damage or destruction as part of the development of the subdivision. Maintenance of the tree wells and trees growing therein shall be the sole responsibility of the Association. The Declarant does not warrant or guarantee the survivorship of any tree on any Lot, including any tree within a tree well. Neither Declarant nor the Association is obligated by law, contract or otherwise to replace any such tree.

## ARTICLE V INSURANCE AND CASUALTY LOSSES; CONDEMNATION

**Section 1. Insurance.** Insurance, other than title insurance, which shall be carried upon the Common Area, shall be governed by the following provisions:

(a) Authority to Purchase. All insurance policies upon the Common Area shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage for personal liability, personal dwelling unit, personal property or living expenses of any Owner, but the Owner may obtain such insurance at his own expense, provided such insurance may not be of a nature to affect policies purchased by the Association. The Association shall insure Common Areas only, and shall not be required to insure buildings on individual lots.

(b) Coverage.

1. Casualty. All buildings and improvements in the Common Area and all personal property included in the Common Area shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against: (i) Loss or damage by fire, flood (if necessary), hurricane, tornado, windstorm and other hazards covered by a standard extended coverage endorsement; and (ii) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings within the Property, including but not limited to vandalism and malicious mischief.