

# THOROUGHbred LAKES RULES & REGULATIONS



## 8. USE RESTRICTIONS.

8.1 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted, without the prior written consent of the APPROVING PARTY.

8.2 Automobiles, Vehicles and Boats. Only automobiles, vans, pick-up trucks, and other vehicles manufactured and used as private passenger vehicles, may be parked within the SUBJECT PROPERTY overnight without the prior written consent of the APPROVING PARTY, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the APPROVING PARTY, no truck with more than two axles, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a UNIT overnight. No overnight parking is permitted on any streets, lawns, or areas other than driveways and garages without the consent of the APPROVING PARTY. Notwithstanding the foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The

OWNER and residents of any UNIT may not keep more than two vehicles within the SUBJECT PROPERTY on a permanent basis without the prior written consent of the APPROVING PARTY. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition and repair, and no vehicle which does not contain a current license plate or which cannot operate on its own power shall be parked within the SUBJECT PROPERTY outside of an enclosed garage for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be painted with colors and in a manner which is customary for private passenger vehicles, and which is not offensive or distasteful in the reasonable opinion of the APPROVING PARTY. No motorcycle, motorbike, moped, all-terrain vehicle, or other such vehicle is permitted to be operated within the SUBJECT PROPERTY unless such vehicle is licensed for street use and equipped with appropriate noise-muffling equipment so that its operation does not create an annoyance to the residents of the SUBJECT PROPERTY, and if the APPROVING PARTY determines the operation of any such vehicle creates an annoyance to the residents of the SUBJECT PROPERTY, then after written demand from the APPROVING PARTY, the vehicle shall not be operated within the SUBJECT PROPERTY.

8.3 Basketball Backboards. No permanently installed basketball backboards are permitted. No portable basketball backboards may be kept outside of a UNIT overnight or when not in use.

8.4 Business or Commercial Use. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted by a UNIT OWNER or resident of a UNIT outside of the UNIT, if in connection therewith customers, patients or the like come to the UNIT or if such non-residential use is otherwise apparent from the exterior of the UNIT. The foregoing shall not preclude (i) the leasing of UNITS in accordance with this DECLARATION; or (ii) activities associated with the construction, development and sale of the SUBJECT PROPERTY or any portion thereof.

8.5 Clotheslines and Outside Clothes Drying. No clotheslines or clothespoles shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the APPROVING PARTY shall have the right to approve the portions of any LOT used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing. In any event outdoor clothes drying will only be permitted behind a UNIT, in an area which is screened from view from adjoining roads within the SUBJECT PROPERTY. Only portable outdoor clothes-drying facilities approved by the APPROVING PARTY will be permitted, and same shall be removed when not in use.

8.6 COMMON AREAS. Nothing shall be stored, constructed, placed within, or removed from any COMMON AREA by any OWNER other than DECLARANT, unless approved by the APPROVING PARTY.

8.7 Damage and Destruction. In the event any UNIT or other IMPROVEMENT is damaged or destroyed, the OWNER of the UNIT or IMPROVEMENT, shall repair and restore same as soon as is reasonably practical to the same condition that the UNIT or IMPROVEMENT was in prior to such damage or destruction, or shall remove the damaged UNIT or IMPROVEMENT and restore the applicable LOT to a clean, neat and safe condition as soon as is reasonably practical, unless otherwise approved by the APPROVING PARTY.

8.8 Driveways. No asphalt or gravel driveways, walkways or sidewalks are permitted, and all driveways, sidewalks and walkways must be constructed with an upgraded, stabilized hard surface approved by the APPROVING PARTY. All driveways and walkways must be constructed with concrete, stamped concrete or brick pavers.

#### 8.9 Easements.

8.9.1 "Drainage and/or Utility Easements" means such easements on those portions of the SUBJECT PROPERTY so designated on any plat or any recorded easement for the installation and maintenance of utility and/or drainage facilities. Such easements are for the installation, maintenance, construction, and repair of drainage facilities, including, but not limited to, canals, pumps, pipes, inlets, and outfall structures and all necessary appurtenances thereto and underground utility facilities, including, but not limited to, power, telephone, sewer, water, gas, irrigation, lighting, and television

transmission purposes. Within the easements, no improvement or other material shall be placed or permitted to remain or alteration made which:

8.9.1.1 May damage or interfere with the installation and maintenance of utilities without the prior written consent of the affected utility company and the APPROVING PARTY; provided, however, the installation of a driveway or sod shall not require the consent of the affected utility companies unless the APPROVING PARTY imposes such requirements; or

8.9.1.2 May materially damage the direction of flow or drainage channels in the easements or may materially obstruct or retard the flow of water through drainage channels in the easements without the prior written consent of the APPROVING PARTY and applicable governmental agencies.

The portions of the SUBJECT PROPERTY designated as Drainage and/or Utility Easements and all improvements thereon shall be maintained continuously by the OWNER of such portion of the SUBJECT PROPERTY, except for those improvements for which a public authority or utility company is responsible.

8.10 Exterior Changes, Alterations and Improvements. No OWNER shall make any IMPROVEMENT, without the prior written consent of the APPROVING PARTY, as required by Paragraph 6 of this DECLARATION.

8.11 Fences. Fences shall not be permitted on any LOT without the consent of the APPROVING PARTY. The APPROVING PARTY, in approving any fence as elsewhere provided, shall have the right to require all fences throughout the SUBJECT PROPERTY to be one or more specified standard type(s) of construction and material, and shall have the right to prohibit any other types of fences, and shall further have the right to change such standard as to any new fences from time to time, as the APPROVING PARTY deems appropriate.

8.12 Garages. No garage shall be permanently enclosed, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage area. All garage doors shall remain closed when not in use.

8.13 Garbage and Trash. Garbage, trash, refuse or rubbish shall be regularly picked up, shall not be permitted to unreasonably accumulate, and shall not be placed or dumped on any portion of the SUBJECT PROPERTY, including any COMMON AREA, not intended for such use, or on any property contiguous to the SUBJECT PROPERTY. Garbage, trash, refuse or rubbish that is required to be placed along any road or in any particular area in order to be collected may be so placed after 5:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. Except when so placed for collection, all containers, dumpsters or garbage facilities shall be kept inside a UNIT. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. No noxious or offensive odors shall be permitted.xx

8.14 Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and refuse containers, air conditioning units, oil tanks, bottled gas tanks, and all permanently affixed swimming pool equipment and housing shall be underground or placed in walled-in or landscaped areas, and shall be appropriately landscaped, as approved by the APPROVING PARTY so that they will be substantially concealed or hidden from any eye-level view from any street or adjacent property.

8.15 Lakes and Canals. No swimming or boating is allowed in any lake or canal within or contiguous to the SUBJECT PROPERTY. No OWNER shall deposit or dump any garbage or refuse in any lake or canal within or contiguous to the SUBJECT PROPERTY.

8.16 Landscaping. The landscaping of any LOT, and any material modifications, additions, or substitutions thereof, must be approved by the APPROVING PARTY. No OWNER shall do anything to adversely affect the common irrigation system or the operation of same as determined by the BOARD. All landscaped areas shall be primarily grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the APPROVING PARTY. No artificial grass, plants, or other artificial vegetation shall be placed or maintained outside of a UNIT without the consent of the APPROVING PARTY.

8.17 Leases. All leases of a UNIT must be in writing and shall be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies delivered to the ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 6 months, without the consent of the APPROVING PARTY.

8.18 Mailboxes. No mailboxes are permitted except for common mailboxes supplied by DECLARANT or the ASSOCIATION.

8.19 Nuisances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

8.20 Occupancy. No UNIT shall be permanently occupied by more than five persons for a two bedroom UNIT, and two additional persons for each additional bedroom or den in the UNIT. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the SUBJECT PROPERTY.

8.21 Outside Antennas and Flag Poles. No outside signal receiving or sending antennas, dishes or devices are permitted which are visible from the exterior of a UNIT without the consent of the APPROVING PARTY, except for digital satellite dishes not exceeding 18" in diameter which are located in the rear of the UNIT and not visible from adjoining streets. The foregoing shall not prohibit any antenna or signal receiving dish owned by the APPROVING PARTY which services the entire SUBJECT PROPERTY. No flag poles are permitted without the consent of the APPROVING PARTY.

8.22 Outside Storage of Personal Property. The personal property of any resident of the SUBJECT PROPERTY shall be kept inside the resident's UNIT or a fenced or a walled-in yard, except for tasteful patio furniture and accessories, Bar-B-Q. grills, playground equipment approved by the APPROVING PARTY, and other personal property commonly kept outside, which must be kept in the rear of the LOT and must be neat appearing and in good condition.

8.23 Pets. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household domestic pets. As regards cats and dogs, only 2 such pets if both weigh under 50 pounds, or one such pet if same weighs over 50 pounds, are permitted in any UNIT except with the written consent of the APPROVING PARTY, which may be granted or withheld in the APPROVING PARTY's discretion. No pit bull terriers are permitted without the consent of the APPROVING PARTY, which may be withheld in its sole discretion. In any event, only dogs and cats will be permitted outside of the permanently enclosed air conditioned living space of a UNIT, and no pet other than a cat or dog shall be permitted outside of such portion of a UNIT, including but not limited to any screened in porch or patio, without the consent of the APPROVING PARTY. No dog shall be kept outside of a UNIT, or in any screened-in porch or patio, unless someone is present in the UNIT. Any pet must be carried or kept on a leash when outside of a UNIT or fenced-in area. No pet shall be permitted to go or stray on any other LOT without the permission of the OWNER of the LOT. Any pet must not be an unreasonable nuisance or annoyance to the other residents of the SUBJECT PROPERTY. Any resident shall immediately pick up and remove any solid animal waste deposited by his pet on the SUBJECT PROPERTY, except for designated pet-walk areas, if any. No commercial breeding of pets is permitted within the SUBJECT PROPERTY. The APPROVING PARTY may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this Paragraph.

8.24 Playground Equipment. No OWNER shall install any sports, recreational or toddler/children equipment on his LOT or on the exterior of his UNIT without the prior written consent of the APPROVING PARTY.

8.25 Portable Buildings. No portable, storage, temporary or accessory buildings or structures, sheds, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise.

8.26 Recreational Facilities. The BOARD shall have the right to make reasonable rules and regulations regarding the recreational facilities as the BOARD deems desirable from time to time.

8.27 Signs. No sign shall be placed upon any LOT or other portion of the SUBJECT PROPERTY, and no signs shall be placed in or upon any UNIT which are visible from the exterior of the UNIT, without the prior written consent of the APPROVING PARTY. In the event any sign is installed on any LOT or on the exterior of any UNIT which violates this Paragraph, the APPROVING PARTY shall have the right to remove such sign without notice to the OWNER, and the removal shall not be deemed a trespass and the APPROVING PARTY shall not be liable to the OWNER for the removal or for any damage or loss to the sign.

8.28 Solar Collectors. Solar collectors are permitted, provided that the APPROVING PARTY shall have the right to approve the type and the specific location where any solar collector will be installed on a roof with an orientation to the south or within 45 degrees east or west of due south, provided that such determination does not impair the effective operation of the solar collector.

8.29 Surface Water Management. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the SUBJECT PROPERTY without the prior written approval of the APPROVING PARTY and any controlling governmental authority, including but not limited to the excavation or filling in of any lake, pond, or canal, or the changing of the elevation of any other portion of the SUBJECT PROPERTY, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the SUBJECT PROPERTY by DECLARANT or by the developer of any portion of the SUBJECT PROPERTY in accordance with permits issued by controlling governmental authorities. In particular, no OWNER other than DECLARANT shall install any landscaping or place any fill on the OWNER's LOT which would adversely affect the drainage of any contiguous LOT.

8.30 Swimming Pools. No below or above-ground swimming pools, spas, or the like, shall be installed or placed within the SUBJECT PROPERTY without the consent of the APPROVING PARTY.

8.31 Utility Services. All utility (including but not limited to electricity, telephone, water and sewer, and cable television services) lines, pipes, wires, equipment, boxes, and facilities (collectively "Utility Equipment") shall be installed underground, and no Utility Equipment shall be installed or be located above-ground on any LOT and/or COMMON AREA, with the exception of (i) Utility Equipment installed by any applicable governmental authority, (ii) Utility Equipment installed by or with the approval of DECLARANT or the ASSOCIATION, and (iii) Utility Equipment installed by or for the primary supplier of any particular utility, and (iv) Utility Equipment installed above ground with the prior written consent of DECLARANT or the ASSOCIATION. For purposes of this paragraph, the primary supplier of electricity is Florida Power & Light Company (FPL), the primary supplier of telephone service is Bell South, the primary supplier of water and sewer service is the applicable governmental agency or utility company providing same to the SUBJECT PROPERTY, and the primary supplier of cable television and related services will be any company supplying such services to the SUBJECT PROPERTY pursuant to a written contract with the ASSOCIATION which specifically permits facilities to be constructed above ground.

8.32 Window Treatments. Window treatments shall consist of drapery, blinds, shutters, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding 90 days after an OWNER or tenant first moves into a UNIT or when permanent window treatments are being cleaned or repaired.

8.33 Rules and Regulations. The APPROVING PARTY may adopt additional reasonable rules and regulations relating to the use, maintenance and operation of the SUBJECT PROPERTY. Copies of such rules and regulations and amendments shall be furnished by the APPROVING PARTY to any OWNER upon request.

8.34 Waiver. The APPROVING PARTY shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions as to any UNIT(S), where in the discretion of the APPROVING PARTY special circumstances exist which justify such waiver or deviation, or where such waiver or deviation, when coupled with any conditions imposed for the waiver or deviation by the APPROVING PARTY, will not materially and adversely affect any other OWNERS. In granting any waiver or deviation, the APPROVING PARTY may impose such conditions and restrictions as the APPROVING PARTY may deem necessary, and the OWNER shall be required to comply with any such restrictions or conditions in connection with any waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the APPROVING PARTY, or any other person having the right to enforce these restrictions, from

insisting upon strict compliance with respect to all other LOTS, nor shall such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Furthermore, any approval given by the APPROVING PARTY as to any matter shall not be deemed binding upon the APPROVING PARTY in the future, and shall not require the APPROVING PARTY to grant similar approvals in the future as to any other LOT or OWNER.

8.35 Exceptions. The foregoing use and maintenance restrictions shall not apply to DECLARANT, or to any portion of the SUBJECT PROPERTY while owned by DECLARANT, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the SUBJECT PROPERTY and the construction of any UNITS and other IMPROVEMENTS thereon, or any activity associated with the sale or leasing of any UNITS within the SUBJECT PROPERTY, by DECLARANT, or any activity associated with the construction, sale or leasing of any UNITS within any other property owned by DECLARANT or any affiliate of DECLARANT. Specifically, and without limitation, DECLARANT shall have the right to, (i) construct any UNITS or IMPROVEMENTS within the SUBJECT PROPERTY; and make any additions, alterations, improvements, or changes thereto, (ii) maintain sales, leasing, general office and construction operations on any LOT, for use in connection with the SUBJECT PROPERTY or any other property; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any portion of the SUBJECT PROPERTY for sales, leasing, general office, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction activities; and (v) post, display, inscribe or affix to the exterior of a UNIT or upon any portion of the SUBJECT PROPERTY, signs and other materials used in developing, constructing, selling, leasing, or promoting any portion of the SUBJECT PROPERTY or any other property.