

DILLMAN FARMS COA, INC.

Directions for completing application

In order for your application to be processed, it must be filled out completely and returned to our office.

Directions:

1. Please print all information clearly.
2. Do not leave any part blank, if section does not apply fill in with "NA".
3. The rules and regulations attached to the application are part of the application package, read these and keep them for future reference. If you have any questions about these rules, please call the office and we will assist you with your questions.
4. Orientation is required. Once the application is processed and approved our office will contact you with an orientation time and date. Appointments are usually made at least **10-15 days** prior to your closing date or the date that your lease is to begin.
5. **A cashiers check or money order for \$100** must be presented to our office at the time you bring your application. Make cashiers checks or money orders payable to: **Banyan Property Management, Inc.** application fee is non-refundable.
6. Application fee of \$100.00 covers only the orientation, all other charges for estoppels or Pud questionnaires are not included in the application fee.
7. Copy of purchase contract or lease agreement is to be provided with the application as Well as copy of your drivers license or ID.
8. A Certificate of Approval is provided once orientation is complete. Certificate of Approval is required for closing on your unit and for lease.

**BANYAN PROPERTY MANAGEMENT, INC.
2328 S. CONGRESS AVE SUITE 1-C
WEST PALM BEACH, FL 33406
OFFICE 561-649-8585 FAX 561-649-0188**

PLEASE NOTE:

INCOMPLETE APPLICATIONS MISSING SIGNATURES, LEASE/SALES CONTRACT AND/OR APPLICATION FEE WILL NOT BE PROCESSED.

PLEASE ARRIVE AT LEAST 10 MINUTES EARLY.

LATE ARRIVALS AND/OR INCOMPLETE APPLICATIONS WILL BE RESCHEDULED.

FOR YOUR CONVENIENCE AND OURS, MAKE PROPER ARRANGEMENTS FOR YOUR CHILDREN.

DO NOT BRING CHILDREN TO THE INTERVIEW.

CHILDREN ARE NOT ALLOWED IN LOBBY AREA WITHOUT PROPER SUPERVISION.

THANK YOU FOR YOUR COOPERATION.



BANYAN
PROPERTY MANAGEMENT, INC.
Dedicated to Your Community

PLEASE CIRCLE ONE

APPLICATION FOR PURCHASE/LEASE

ASSOCIATION _____

ADDRESS OF UNIT: _____

OWNERS NAME: _____

OWNERS PHONE #: _____

TENANT NAME: _____

TENANT PHONE # _____

REALTORS NAME/PHONE # _____

A fully completed application, along with appropriate photo I.D must be submitted before consideration or processing will commence. To ensure proper and timely processing, the forgoing must be received a minimum of 30 days prior to any closing or move in date.



BANYAN
PROPERTY MANAGEMENT, INC.
Dedicated to Your Community

PLEASE CIRCLE ONE

APPLICATION FOR PURCHASE OR LEASE

ASSOCIATION: _____

ADDRESS OF UNIT: _____

Last name	First name	Middle	Birth date
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Drivers License No.	State of license
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Marital Status: Single _____ Married _____ Separated _____

Co-applicant last name	First name	Middle	Birth date
------------------------	------------	--------	------------

Drivers License No.	State of license
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Expected move in date _____

Will the above listed person(s) be the only occupants? ___Yes ___No If No, list other occupants with Date(s) of Birth below:

NUMBER OF OCCUPANTS TO LIVE IN RESIDENCE

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

Name: _____ Date of Birth: _____

2328 South Congress Avenue • Suite 1-C • West Palm Beach, FL 33406
 (561) 649-8585 • Fax (561) 649-0188

www.banyanproperty.com



BANYAN

PROPERTY MANAGEMENT, INC.

Dedicated to Your Community

RESIDENCE HISTORY

Current address City/State Zip code

Area code/phone number own rent how long

Name and address of present landlord or mortgage co. area code/phone no. monthly payment

Previous address (include landlord and apartment community) area code/phone no. how long

EMPLOYMENT HISTORY

Applicant employed by Supervisors name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

Applicant previously employed by Supervisors name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

Co-applicant employed by Supervisor name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

Co-applicant previously employed by Supervisors name How long

Address Area code/phone number

Position held Wage Per hour/week/bi-weekly/monthly

ADDITIONAL INCOME

Sources Amount per year

2328 South Congress Avenue • Suite 1-C • West Palm Beach, FL 33406
(561) 649-8585 • Fax (561) 649-0188

www.banyanproperty.com

PARKING FORM

Association Name: _____

Driver License # _____ State: _____

Vehicle #1

License # _____

Make _____

Year _____

Color _____

Vehicle #2

License # _____

Make _____

Year _____

Color _____

Name _____

Address _____

Phone _____

Signature _____

Date _____

**HOMEOWNERS' ASSOCIATION
PET REGISTRATION FORM**

Registration Date: _____

Pets shall be restricted to no more than two pets per dwelling. The term 'pet' shall mean a cat or dog, and dogs shall exceed 40 pounds in weight (at its full size)...Article IX, Section C2.

OWNER/TENANT'S NAME: _____
 OWNER/TENANT'S ADDRESS: _____
 PHONE NUMBER: _____ EVENING NUMBER: _____

ANIMAL INFORMATION:

Dog(s)
 Total Number _____

AGE: Years \ Months

Dog 1 _____
 Dog 2 _____
 Dog 3 _____
 Dog 4 _____

Cat(s)
 Total Number _____

AGE: Years \ Months

Cat 1 _____
 Cat 2 _____
 Cat 3 _____
 Cat 4 _____

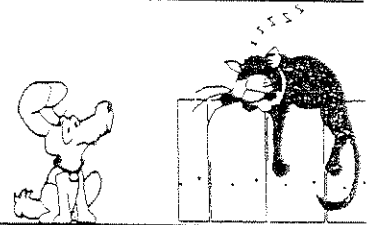
SIZE:

Dog 1	<input type="checkbox"/> Under 20 lbs.	<input type="checkbox"/> 61-80 lbs.
	<input type="checkbox"/> 20-40 lbs.	<input type="checkbox"/> 81-100 lbs.
	<input type="checkbox"/> 40-60 lbs.	<input type="checkbox"/> Over 100 lbs.
Dog 2	<input type="checkbox"/> Under 20 lbs.	<input type="checkbox"/> 61-80 lbs.
	<input type="checkbox"/> 20-40 lbs.	<input type="checkbox"/> 81-100 lbs.
	<input type="checkbox"/> 40-60 lbs.	<input type="checkbox"/> Over 100 lbs.
Dog 3	<input type="checkbox"/> Under 20 lbs.	<input type="checkbox"/> 61-80 lbs.
	<input type="checkbox"/> 20-40 lbs.	<input type="checkbox"/> 81-100 lbs.
	<input type="checkbox"/> 40-60 lbs.	<input type="checkbox"/> Over 100 lbs.
Dog 4	<input type="checkbox"/> Under 20 lbs.	<input type="checkbox"/> 61-80 lbs.
	<input type="checkbox"/> 20-40 lbs.	<input type="checkbox"/> 81-100 lbs.
	<input type="checkbox"/> 40-60 lbs.	<input type="checkbox"/> Over 100 lbs.

DOG'S NAME:

Dog 1 Name: _____
 Dog 2 Name: _____
 Dog 3 Name: _____
 Dog 4 Name: _____

Cat 1	<input type="checkbox"/> Under 15 lbs.	<input type="checkbox"/> Over 16 lbs.
Cat 2	<input type="checkbox"/> Under 15 lbs.	<input type="checkbox"/> Over 16 lbs.
Cat 3	<input type="checkbox"/> Under 15 lbs.	<input type="checkbox"/> Over 16 lbs.
Cat 4	<input type="checkbox"/> Under 15 lbs.	<input type="checkbox"/> Over 16 lbs.



SEX:

Dog 1	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Dog 2	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Dog 3	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Dog 4	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female

CAT'S NAME:

Cat 1 Name: _____
 Cat 2 Name: _____
 Cat 3 Name: _____
 Cat 4 Name: _____

Cat 1	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Cat 2	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Cat 3	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female
Cat 4	<input type="checkbox"/> Male	<input type="checkbox"/> Female
	<input type="checkbox"/> Neutered Male	<input type="checkbox"/> Spayed Female

BREED AND COLOR:

Dog 1	Primary Breed _____
	Secondary Breed _____
Dog 2	Dog 1 Primary Breed _____
	Secondary Breed _____
Dog 3	Primary Breed _____
	Secondary Breed _____
Dog 4	Primary Breed _____
	Secondary Breed _____

Dog 1	Primary Color: _____
	Secondary Color: _____
	Other Color: _____
Dog 2	Primary Color: _____
	Secondary Color: _____
	Other Color: _____
Dog 3	Primary Color: _____
	Secondary Color: _____
	Other Color: _____
Dog 4	Primary Color: _____
	Secondary Color: _____
	Other Color: _____

CAT BREED AND COLOR:

Breed (If Known): _____	
Cat 1	<input type="checkbox"/> Short Hair
	<input type="checkbox"/> Medium Hair
	<input type="checkbox"/> Long Hair
COLORS: _____	
Cat 2	<input type="checkbox"/> Short Hair
	<input type="checkbox"/> Medium Hair
	<input type="checkbox"/> Long Hair
COLORS: _____	
Cat 3	<input type="checkbox"/> Short Hair
	<input type="checkbox"/> Medium Hair
	<input type="checkbox"/> Long Hair
COLORS: _____	
Cat 4	<input type="checkbox"/> Short Hair
	<input type="checkbox"/> Medium Hair
	<input type="checkbox"/> Long Hair
COLORS: _____	

PALM BEACH COUNTY

RABIES LICENSE TAG NUMBER:

(Required by Palm Beach County Ordinance 98-22)

Dog 1: County License Tag # _____	Cat 1: County License Tag # _____
Dog 2: County License Tag # _____	Cat 2: County License Tag # _____
Dog 3: County License Tag # _____	Cat 3: County License Tag # _____
Dog 4: County License Tag # _____	Cat 4: County License Tag # _____

HOA/FOA SCREENING FORM

DATE:

UNIT#:

THE FOLLOWING OWNER/TENANTS HEREBY ACCEPT NOTIFICATION,
AS EVIDENCED BY THEIR SIGNATURE BELOW:

THAT ANY VEHICLE FOUND PARKED OR DRIVING THROUGH LAWN
AREAS OR SIDEWALK AREAS WILL BE SUBJECT TO IMMEDIATE
TOWING OF THE VEHICLE AT OWNER'S EXPENSE. THIS INCLUDES ALL
VEHICLES AND APPLIES TO EVERY HOMEOWNER AND TENANT.
INVITED GUEST AND SERVICE PERSONNEL ARE SUBJECT TO THE SAME
RULES AND REGULATIONS AND MUST BE NOTIFIED OF THESE RULES
BY OWNER/TENANTS.

ANY DAMAGE TO THE LAWN OR SPRINKLER SYSTEM OR TO THE
SIDEWALK PAVEMENT AS A RESULT OF VEHICLE TRESPASSING WILL
BE CHARGED AGAINST THE APPROPRIATE UNIT.

NO INOPERABLE OR UNTAGGED VEHICLE MAY REMAIN ON THE
PREMISES IN EXCESS OF TWENTY-FOUR (24) HOURS.

NO REPAIR WORK (OIL CHANGES, ETC.) MAY BE PERFORMED ON THE
PREMISES.

NO COMMERCIAL VEHICLES ARE PERMITTED ON THE PROPERTY OTHER
THAN TEMPORARILY FOR DELIVERY OR PICK-UP. THESE VEHICLES
WILL BE TOWED AT OWNERS EXPENSE.

I, THE UNDERSIGNED, HAVE RECEIVED A COPY OF THE RULES AND
REGULATIONS OF THE HOMEOWNER'S/PROPERTY OWNER'S
ASSOCIATION.

I HEREBY THROUGH MY SIGNATURE BELOW, AGREE TO ABIDE BY
THESE RULES AND REGULATIONS, AS WELL AS THE BY-LAWS OF THE
ASSOCIATION.

I FURTHER UNDERSTAND THAT IT IS MY RESPONSIBILITY TO INFORM
ANY GUEST WHICH MIGHT BE VISITING DURING MY
LEASE/OWNERSHIP OF SUCH RULES & REGULATIONS AS I WILL BE
HELD ACCOUNTABLE FOR THE ACTIONS OF SUCH GUEST.

I AGREE TO HAVE MY PET (S) ON A LEASH WHEN ON THE PROPERTY AT
ALL TIMES AND TO USE A "POOPER SCOOPER" TO CLEAN UP AFTER
WALKING MY PET (S).

NAME _____ SIGNATURE _____

NAME _____ SIGNATURE _____

ATTACHED IS A PARTIAL EXCERPT

OF THE DILLMAN FARMS

COVENANTS AND RESTRICTIONS

landscaping when, in the sole and absolute discretion of the Association, same is appropriate and in the best interest of the Subject Property, and with such type, quantity and quality of landscaping as determined by the Association in the exercise of the sole and absolute discretion of the Association, provided that within the Common Area the Association shall replace such damaged or destroyed landscaping with landscaping that is at least of the type and character as that which was originally installed by the Declarant. In the event of damage to or destruction of landscaping within any Common Use Area maintained by the Association or any other area maintained by the Association, the Association shall only repair or replace such landscaping that is damaged or destroyed as a direct result of any failure of the Association to fulfill its maintenance obligation undertaken pursuant hereto. The Association shall have no liability whatsoever to replace any landscaping installed by any Owner on any Lot or otherwise.

(4) Utility Lines and Facilities. The Association shall maintain all utility lines and facilities located within the Subject Property not owned by a governmental authority or utility company, except for any utility lines and facilities located within any Lot that serve only such Lot and/or the Unit existing thereon.

(5) Wells and Water Sprinkler System. In the event Declarant installs any wells, pipes or water sprinkler system (collectively the "Irrigation System") within any Common Area in order to irrigate any such Common Area, the Association shall maintain such Irrigation System. The Association shall have no liability whatsoever to provide, maintain, repair or replace any irrigation system for the purpose of irrigating any Lot.

(6) Roadways, Sidewalks and Street Lighting. The Association shall maintain any and all common private roads, drives and parking areas within the Subject Property provided that the each Owner shall have the obligation to repairs, replace and maintain any driveway or parking areas serving such Owner's Lot. Notwithstanding the foregoing, the Association may, but shall have no obligation to, repair, replace and maintain any common sidewalks, swales or walkways within the Subject Property. The Association shall also repair, replace and maintain any common street lighting and the utility services used in connection therewith within the Subject Property, other than any street lighting or utility services used in connection therewith that exclusively serves one Lot or any such street lighting and the utility services used in connection therewith that is maintained by a utility company or other governmental agency. The Association shall obtain and pay for, as a Common Expense, any utility charges incurred in connection with such common street lighting located within the Subject Property.

(7) Controlled Entry: Gates and Guardhouses; Manned or Electronic. The Association shall have the right, but not the obligation, as determined in the exercise of the sole and absolute discretion of the Association, to construct, install, operate and maintain entry gates and guardhouses, to hire entry control personnel and to obtain other traffic control devices for the benefit of the Subject Property and the Owners, subject to the requirements of applicable governmental authorities or agencies, the cost of which shall be a Common Expense.

(8) Water Management System. The Association shall have the obligation to maintain the Water Management System, except for those portions of the Water Management System which are in fact maintained by the Authority. Such maintenance shall be performed in accordance with the requirements of the Authority, and an easement for such maintenance is hereby created. The Association shall have right, but not the obligation, as determined in the exercise of the sole and absolute discretion of the Association, to maintain any portion of the

Water Management System which is owned and/or maintained by the Authority or which exists outside the Subject Property. The Subject Property shall be required to accept surface water drainage from any other property pursuant to the requirements of the Authority, and in connection therewith the Association will have the right, but not the obligation, as determined in the exercise of the sole and absolute discretion of the Association, to maintain such portion of the surface water management system for such other property as may be reasonably required in connection with the maintenance or operation of the Water Management System.

(9) Other Property. The Association shall have the right, as determined in the exercise of the sole and absolute discretion of the Association, to maintain such other areas within or contiguous to the Subject Property as the Association may, in the exercise of the sole and absolute discretion of the Association, determine from time to time is in the best interest of the Owners, and the cost of any such maintenance shall be a Common Expense. The Association may also enter into agreements with any other Party to share in the maintenance responsibility of any property if the Association, in the exercise of the sole and absolute discretion of the Association, determines same would be in the best interest of the Subject Property.

(10) Owners' Lot, Units and Improvements. The Association shall have the right, but not the obligation, to contract, pursuant to such terms and conditions are acceptable to the Association, in the exercise of the sole and absolute discretion of the Association, with any Owner to undertake on behalf of such Owner any maintenance obligation imposed upon Owners pursuant to this Declaration.

(11) Easement. The Association and any duly authorized representative thereof shall have an easement over the Lots and the irrevocable right of access to the Lots from time to time during reasonable hours as may be necessary in connection with operation, maintenance repair and replacement obligations upon the Association provided for hereby.

(12) Costs. Any and all of the costs incurred by the Association in connection with the operation, maintenance, repair, replacement or other obligations upon the Association as provided for hereby shall be borne by the Owners and shall be a Common Expense. The Association shall have the right, in the exercise of the sole and absolute discretion of the Association, but always in accordance with the requirements, if any, of applicable Florida law, to establish reserves in connection with the foregoing obligations of the Association.

(b) By the Owners.

(1) Generally. Each Owner shall have the affirmative obligation to maintain and repair such Owner's Lot, Unit, all other Improvements contained therein and thereon, any common sidewalks or walkways within such Owner's Lot and, in the event such Owner's Lot abuts any Lake (a "Lake Lot"), all lake slopes abutting such Owner's Lot, in first class condition.

(2) Casualty. In order to further protect and preserve the value of the Subject Property and to maintain the plan of development of the Subject Property, in the event of the occurrence of a casualty that affects an Owner's Lot, Unit and the Improvements contained therein and thereon, any common sidewalks or walkways within such Owner's Lot and in the event such Owner's Lot is a Lake Lot, any lake slopes abutting such Owner's Lot, each Owner so affected shall have the affirmative obligation to repair, replace and reconstruct such Owner's Unit and the Improvements contained therein and thereon, any common sidewalks or walkways within such

Owner's Lot and, in the event such Owner's Lot is a Lake, any lake slopes abutting such Owner's Lot in a fashion so that at all times each Owner's Lot, Unit and the Improvements contained therein and thereon, any common sidewalks or walkways within such Owner's Lot and, in the event such Owner's Lot is a Lake Lot, any lake slopes abutting such Owner's Lot shall be in conformity with the overall scheme of development and quality of the community which comprises the Subject Property. In the event any Owner fails to undertake the obligations required by this provision, then the Association may, but shall have no obligation to, as determined by the Association in the exercise of the sole and absolute discretion of the Association, undertake any of the foregoing obligations upon any Owner and, to the extent that the Association incurs any expense therefor, the Owner failing to so undertake the obligations of this provision shall be liable to the Association for all such expenses, including interest, and the Association shall have the right to assess such Owner for same.

(3) Sidewalks and Swales. Each Owner shall have the obligation to repair, replace and maintain the swale area and sidewalk contained within the boundary of such Owner's Lot, unless such obligation upon all such Owners is assumed by the Association pursuant hereto.

6. Architectural Control.

(a) Purpose. The Approving Party shall have the right to exercise architectural control over any Improvement existing or to exist upon the Subject Property in order to assure that the Subject Property will be a community of high standards and aesthetic beauty. Such architectural control shall include but shall not be limited to the right to approve all architectural and other aspects of any Improvement including, but not limited to, size, height, site planning, set-back requirements, exterior design, materials, colors, open space criteria, landscaping, waterscaping and aesthetic criteria.

(b) Owner to Obtain Approval. No Owner shall make any Improvement, and no Owner shall apply for any governmental approval or building or other permit for any Improvement, unless such Owner shall first have obtained the written approval of the Improvement from the Approving Party.

(c) Request for Approval. Any request for approval of any Improvement by an Owner from the Approving Party shall be in writing and shall be accompanied by the plans and specifications or other details as the Approving Party may deem reasonably necessary in connection with making the determination as to whether or not to approve same. The plans and specifications submitted for approval shall show the nature, kind, shape, height, materials, color, and location of all proposed Improvements and may be required to include, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. If the Approving Party deems the plans and specifications deficient, the Approving Party may require such further detail to be incorporated into the plans and specifications as the Approving Party deems necessary in order to make a determination regarding approval of any Improvement. Until receipt of such materials as may be deemed appropriate by the Approving Party, the Approving Party may postpone review of any Improvement submitted for approval. The Approving Party shall have the right to charge a reasonable fee to any Party requesting approval, including where applicable, the fee of any architect or engineer hired by the Approving Party to review any materials submitted by an Owner, and the Approving Party shall not be obligated to review any materials submitted by an Owner until such fee, if required, is paid. The Approving Party shall not, however, be required to utilize the services of an architect or engineer in connection with the exercise of the approval provided for hereby. Approval of any request of an Owner shall not be withheld in a discriminatory manner or in a manner that unreasonably prohibits the reasonable improvement of an Owners Lot, however disapproval based upon aesthetic considerations shall not under

any circumstance be deemed discriminatory or be deemed to unreasonably prohibit improvement of an Owner's Lot.

(d) Approval. The Approving Party shall notify the Owner of its approval, disapproval, or that the Approving Party requires additions to the plans and specifications or other materials by written notice within thirty (30) days after request for such approval is made in writing and received by the Approving Party. In the event additions to the plans and specifications or other materials are required by the Approving Party in connection with such approval then Approving Party shall have no obligation to approve or disapprove any request until thirty (30) days after receipt by Approving Party of all such additions to the plans and specifications or other materials. In the event the Approving Party fails to disapprove any request within such thirty (30) day period (or as such period may be extended pursuant to the foregoing) the request shall be deemed approved by the Approving Party, and upon request of the Owner, the Approving Party shall provide written notice of such approval. Any such approval may be conditioned upon the payment by Owner of such fees or other costs charged by Approving Party in connection with the approval. In addition, any such approval may be conditioned upon a requirement that the Owner incorporate changes into any such proposed Improvement, and any such conditional approval shall be deemed a disapproval unless and until the Owner satisfies each and every condition of such approval. If the Approving Party approves, or is deemed to have approved, any Improvement, the Owner requesting approval may proceed to undertake the Improvement in strict conformity with the plans and specifications and other materials approved or deemed to have been approved, again, subject in all cases to any conditions contained in the approval. Further, an Owner shall not make any material changes to the proposed Improvement without the further approval of the Approving Party. If an approval is granted or deemed to have been granted, the Owner shall commence the Improvement within sixty (60) days after receipt of such approval, and the failure by an Owner to timely commence such Improvement shall terminate the approval. An approval by the Approving Party of any Improvement shall not obligate or otherwise require the Approving Party, or any subsequent Approving Party to approve any similar Improvement in the future, and the Approving Party shall have the right in the future to withhold approval of similar Improvements requested by any other Owner.

(e) Architectural Guidelines and Criteria. The Approving Party may adopt and modify from time to time, in its sole and absolute discretion, minimum guidelines, criteria and/or standards, which may include but shall not be limited to requirements relating to minimum square footage, maximum height, minimum set-back, and minimum landscaping, that will be used by the Approving Party in connection with the exercise of architectural control. Any changes in any such guidelines, criteria and/or standards shall not be applicable to any existing Improvement or any Improvement approved prior to the date of any such change.

(f) Inspections. Upon the completion of any Improvement, the applicable Owner shall give written notice (the "Inspection Notice") of the completion to the Approving Party. Within ninety (90) days after receipt of the Inspection Notice, the Approving Party shall have the right to inspect the Improvement and, thereafter notify the Owner in writing (the "Approving Party Notice") of whether the Improvement is accepted, or whether the Improvement is deficient due to a failure of the Owner to complete the Improvement in conformity with the approval or otherwise. In the event the Improvement is deemed deficient the Approving Party Notice shall specify the particulars of any such deficiencies. The Owner shall correct the deficiencies set forth in the Approving Party Notice within thirty (30) days after receipt thereof, and upon completion of such corrections the Owner shall provide the Approving Party with a notice (the "Correction Notice") of the completion of the corrections, whereupon the right of the Approving Party to inspect and the procedure associated therewith as set forth in this paragraph shall again become operative. If the Approving Party fails to provide the Owner with the Approving Party Notice

within ninety (90) days after receipt of Inspection Notice or the Correction Notice, as the case may be, the Improvement shall be deemed to have been accepted by the Approving Party.

(g) Remedy for Violations. In the event the provisions of this Declaration regarding architectural control are violated by an Owner in any manner, the Approving Party shall, in addition to all other remedies available to it, have the right to seek injunctive relief, without the necessity of posting a bond therefore, to require the applicable Owner to stop construction of, remove and/or alter any Improvement that has been commenced or completed without an approval or that has been commenced or completed without conforming to an approval. If Declarant is the Approving Party, then in connection with the enforcement of the architectural control provisions of this Declaration, Declarant shall have all of the rights of enforcement granted to the Association pursuant to this Declaration, including but not limited to the right to impose fines, to assess and to lien for costs and expenses incurred in enforcing these architectural control provisions, provided that any such fines or other assessments shall be paid to the Association. In connection with the enforcement of the architectural control provisions of this Declaration, the Approving Party shall have the right to enter onto any Lot and make any inspection necessary to determine that the architectural control provisions of this Declaration have been complied with. Except as specifically provided for hereinabove, the failure of the Approving Party to object to any Improvement prior to the completion of the Improvement shall not constitute a waiver of the Approving Party's right to enforce the architectural control provisions of this Declaration. Any action to enforce the architectural control provisions of this Declaration must be commenced within 1 year after notice by the Approving Party of the existence of any violation, or within 3 years after the date of the violation, whichever occurs first. The foregoing remedies shall be in addition to and not as a limitation of any other right or remedy set forth in this Declaration for any violations of this Declaration. The Approving Party shall have the sole and exclusive authority to enforce the architectural control provisions of this Declaration.

(h) No Liability. The Approving Party has by the architectural control provisions been granted the right to exercise architectural control or to otherwise enforce the architectural control provisions of this Declaration. Accordingly, the Approving Party shall have no duty or obligation to exercise architectural control or to otherwise enforce the architectural control provisions of this Declaration, and Approving Party shall not be liable to any Owner or to any other Party whatsoever as a result of the exercise of or failure to exercise architectural control or to otherwise enforce the architectural control provisions of this Declaration. Furthermore, the approval of any plan, specification or Improvement by the Approving Party shall not be deemed to be a determination by the Approving Party or a warranty of the Approving Party that any such plan, specification or Improvement is complete, is without defect, meets any standard, guideline and/or criterion of the Approving Party, is architecturally or aesthetically appropriate or complies with any applicable safety standard or governmental requirement, and the Approving Party shall have no liability whatsoever for any defect or deficiency in any such plan, specification or Improvement, or for any damage or injury to any person, property or otherwise associated with any such plan, specification or Improvement.

(i) Compliance with Governmental Requirements. In addition to the foregoing requirements, every Improvement must be in compliance with the requirements of any and all applicable governmental authorities, and an Owner shall be required to obtain appropriate permits from such applicable governmental authorities. Any approval by the Approving Party of any Improvement may be conditioned upon a requirement that the Owner obtain all governmental permits required for same, or upon a requirement that the Owner provide the Approving Party with written evidence from the applicable governmental authorities that such governmental permits will not be required, and in the event such approval is so conditioned the Owner shall not proceed with any Improvement until such governmental

permits, or evidence that such governmental permits are not required, is obtained and submitted to the Approving Party.

(j) Construction by Licensed Contractor. If applicable governmental permits are required in order for an Owner to undertake any Improvement, then the Improvement must be installed or constructed by a party properly licensed and authorized to undertake work pursuant to such applicable governmental permits. In all cases all Improvements must be constructed and completed in a good and workmanlike manner.

(k) Certificate. Within ten (10) days after the request of any Owner, the Approving Party shall issue, without charge, a written certification in recordable form acknowledging, to the best knowledge of the Approving Party, whether or not the Improvements located upon the Owner's Lot comply with the provisions of this Declaration.

(l) Declarant. It is specifically recognized that so long as Declarant is the Approving Party, the provisions of this paragraph 6 shall not apply to any Lot or Unit, the title to which is vested in the Declarant.

7. Use Restrictions.

(a) Air Conditioning Units. Only central air conditioning units are permitted within the Subject Property, and accordingly no window, wall, or portable air conditioning units are permitted within the Subject Property.

(b) Automobiles, Boats, Aircraft and other Vehicles.

(1) Except as otherwise set forth herein, without the prior written consent of the Approving Party which consent may be provided or denied in the sole and absolute discretion of the Approving Party, or unless parked within an enclosed garage, only automobiles, vans of a type customarily used as private passenger vehicles, pick-up trucks of a type customarily used as private passenger vehicles with a carrying capacity of three quarters of a ton or less and other vehicles manufactured for use as private passenger vehicles (collectively, the "Permitted Vehicles") may be parked Overnight (as such term is hereinafter defined) on any driveway, lawn or landscape area or any other areas within any Lot. Furthermore, no vehicle containing commercial lettering, signs or equipment, no truck, recreational vehicle, camper, trailer, or vehicle other than the Permitted Vehicles may be parked or stored outside of a Unit, on a Lot or otherwise within the Subject Property. It is the specific intention hereof to limit all parking and storage of automobiles, trucks and the like to Permitted Vehicles only and only in driveways or garages within the Lots. In addition, unless parked within an enclosed garage, any Permitted Vehicle parked within the Subject Property must be in operating condition and repair, may not possess flat tires, and unless parked within an enclosed garage, no Permitted Vehicle without a current license plate or that cannot operate under its own power, including but not limited to as a result of flat tires, may be parked anywhere within the Subject Property for more than 24 hours.

(2) Except as otherwise set forth herein, without the prior written consent of the Approving Party which consent may be provided or denied in the sole and absolute discretion of the Approving Party, or unless parked within an enclosed garage, only electric powered aquatic passenger vehicles or aquatic passenger vehicles intended to operate without mechanical assistance, for example, sailboats, rowboats and canoes (the "Permitted Boats") may be stored Overnight (as

such term is hereinafter defined) outside of a Unit, on a Lot or otherwise within the Subject Property, and such Permitted Boats may only be stored in such locations and maintained and used pursuant to such conditions as may be established from time to time by the Approving Party in the sole and exclusive discretion of the Approving Party. It is the specific intention hereof to limit the storage of boats to Permitted Boats only, and as such locations where the visibility of such Permitted Boats is the most inconspicuous, and to limit the use and maintenance of such Permitted Boats to the areas and subject to the conditions as set may be determined from time to time by the Approving Party. Any Permitted Boat stored within the Subject Property must be in good condition and repair.

(3) Unless stored within an enclosed garage, no aircraft of any type may be parked or stored outside of a Unit, on a Lot or otherwise within the Subject Property.

(4) Unless stored within an enclosed garage, no motorcycle, motorbike, moped, all-terrain vehicle or other such vehicle (collectively, "Motorcycles") may be parked or stored outside of a Unit, on a Lot or otherwise within the Subject Property. No Motorcycle is permitted to be operated within the Subject Property unless such Motorcycle is licensed for street use and is equipped with appropriate noise-muffling equipment so that such operation does not create an annoyance to the residents of the Subject Property. If the Approving Party determines the operation of any such Motorcycle creates an annoyance to the residents of the Subject Property, then after written demand from the Approving Party to owner of any such Motorcycle, such Motorcycle shall not be permitted to operate within the Subject Property.

(5) No major repair of any Permitted Vehicle or Permitted Boat shall be undertaken while any such Permitted Vehicle or Permitted Boat is located on the Subject Property. All Permitted Vehicles parked or Permitted Boats stored within the Subject Property must be painted with colors and in a manner that is customary for such Permitted Vehicles or such Permitted Boats and that is not offensive or distasteful in the reasonable opinion of the Approving Party.

(6) For the purposes hereof, Overnight shall be defined as that period of time commencing at sunset and ending at sunrise.

(7) The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from the Subject Property or while used in connection with providing services to the Subject Property, nor shall the foregoing restrictions be deemed to prohibit the temporary parking of governmental law enforcement agency, fire agency, emergency vehicles or other governmental agency vehicles within the Subject Property.

(c) Sports Facilities. No tennis court, racquetball court, batting cage, golf practice range, basketball court or backboard, roller skating rink or other permanent structure associated with any recreational activity may be erected within the Subject Property without the prior written consent of the Approving Party, which consent may be provided or denied in the sole and absolute discretion of the Approving Party. The fact that the Approving Party authorizes the maintenance of any permanent structure for any recreational activity shall under no circumstance provide a right in any other Party to maintain the same or any other type of permanent structure for any recreational activity. Notwithstanding the foregoing, free-standing basketball backboards permanently installed (but not affixed to the exterior of any Unit) shall be permitted, provided that such basketball backboards conform to the standards

established by the Approving Party, from time to time, as to location, color, size and style. Likewise, any structure associated with any recreational activity permitted pursuant hereto may be only be used during daylight hours.

(d) Commercial Use. No trade, business, profession, other commercial activity or any other non-residential use shall be conducted by an Owner or any resident of a Unit from any Unit or any Lot, if in connection therewith, customers, clients, patients or the like come to the Unit or if such non-residential use is otherwise apparent from the exterior of the Unit. The Association may, in the exercise of the sole and absolute discretion of the Association, require an Owner or any resident of a Unit to discontinue any such non-residential use otherwise authorized hereby, in the event the Association determines that such use is creating a nuisance or otherwise interferes with the rights of other Owners. The foregoing shall not preclude the leasing of Units in accordance with this Declaration or activities associated with the construction, development and sale of the Subject Property or any portion thereof.

(e) Clotheslines and Outside Clothes Drying. No clotheslines or clothespoles shall be erected, and no outside clothes drying is permitted, except where same is required for energy conservation purposes by an order of an appropriate governmental authority, in which event the Approving Party shall have the right to approve, which approval must be in writing, the portion of any Lot to be used for outdoor clothes drying purposes and the types of devices to be employed in therefor. In all events, however, outdoor clothes drying, if required will be permitted only at the back of a Lot behind a Unit in an area that is screened from the view from adjoining roads and from other Units within the Subject Property, by use of portable outdoor drying apparatus which will be required to be removed when not in use.

(f) Common Areas. Nothing shall be stored, constructed, placed within or removed from any Common Area by any Owner other than Declarant unless previously approved in writing by the Approving Party.

(g) Drainage Areas. Catch basins and other drainage areas are for the purpose of natural flow of water only. No Owner or authorized resident of any Unit may obstruct or redirect the drainage flows of drainage swales, storm sewers or storm drains, nor shall any Owner or authorized resident of any Unit permit debris to be placed in these areas.

(h) Exterior Changes, Alterations and Improvements. Except as permitted by this Declaration, the commencement and completion of all exterior changes or other alterations to a Unit and the commencement and completion of any other Improvement to any Unit or Lot shall not be undertaken without the prior written consent of the Approving Party as required hereby.

(i) Fences and Hedges.

(1) No fences (a "Non-Hedge Fence") or landscape hedges (a "Hedge Fence") shall be installed except in the form as originally installed by Declarant. Hereinafter, a Non-Hedge Fence and a Hedge Fence may be individually referred to by name and shall collectively be referred to as "Fences". Accordingly, all Non-Hedge Fences shall be of a height of six (6) feet white shadow box type, or of a height of four (4) feet black or green vinyl coated chain link, except as may otherwise approved in writing by the Approving Party, in the exercise of the sole and absolute discretion of the Approving Party. All Hedge Fences shall be of a height of six (6) feet or less, except as may otherwise approved in writing by the Approving Party, in the exercise of the sole and absolute discretion of the Approving Party. All Fences shall be of the height

indicated hereinabove, except as may otherwise approved in writing by the Approving Party, in the exercise of the sole and absolute discretion of the Approving Party.

(2) It is the specific intention hereof to prohibit Fences that restrict the view of the front elevation of Units constructed on the Lots. Accordingly, permitted Fences intended to run parallel to the front elevation of a Unit shall:

(A) on the garage side of a Unit, be set back fifteen (15) feet from a hypothetical line that is parallel to and coincident with the "pad" building line of the garage of such Unit and any perpendicular member thereof shall not extend forward of such hypothetical line; and

(B) on the side of a Unit that is opposite to the garage side of such Unit, be set back ten (10) feet from a hypothetical line that is parallel to and coincident with the "pad" building line of the front of such Unit and any perpendicular member thereof shall not extend forward of such hypothetical line.

(3) It is the specific intention hereof to prohibit Fences that unreasonably restrict the Owner's view of the Lakes. Accordingly, on Lake Lots, permitted Fences intended to run parallel to the rear elevation of a Unit shall be permitted to run on a hypothetical line that is a no more than twenty eight (28) feet from a hypothetical line that is parallel to and coincident with the "pad" building line of the rear of such Unit (the "Sight Line") and any perpendicular member thereof shall not extend toward the Lake from such Sight Line.

(4) The sole responsibility for the watering, care and maintenance of any approved Hedge Fence installed on any Lot shall be that of the Owner of the Lot wherein such hedge Fence is so installed, and the sole responsibility for the care and maintenance of any approved Non-Hedge Fence installed on any Lot shall be that of the Owner of the Lot wherein such Non-Hedge Fence is so installed.

(j) Garages. No garage shall be permanently enclosed, and no portion of a garage originally intended for the parking of a vehicle shall be converted into a living space or storage area, unless first approved in writing by the Approving Party. In no event, however, may any Unit have less than a one (1) car garage. All garage doors shall remain closed except when vehicles are entering or leaving therefrom.

(k) Garbage and Trash. No Owner shall permit garbage, trash, refuse or rubbish to unreasonably accumulate on any Lot, and no Owner shall permit garbage, trash, refuse or rubbish to be placed or dumped on any portion of the Subject Property, including but not limited to any Common Area, Common Use Area, or on any property contiguous to the Subject Property not intended for such purpose. 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 in appropriate receptacles only after 5:00 p.m. on the day before the scheduled day of collection, and all such receptacles must be removed from such collection areas on the collection day. Except when so placed for collection, all such receptacles shall be kept inside a Unit or other area on a Lot intended for such use, which area shall be screened from view from adjoining roads and from other Units within the Subject Property and which shall be kept in a clean and sanitary condition.

(l) Guns. The use of firearms upon the Subject Property is prohibited. The term "firearms" includes all firearms of any type or character and by way of example but not as a limitation includes "B-B" guns and pellet guns.

(m) Improper Use. No improper, offensive or unlawful use shall be made of any Unit or Lot, and all valid laws, zoning ordinances and regulations of all governmental or quasi-governmental bodies having jurisdiction shall be strictly observed.

(n) Insurance Rates. Nothing shall be done or kept on the Lots or any Improvement that will increase the rate of insurance on any portion of the Subject Property insured by the Association; nor shall anything be done or kept on the Lots or any Improvement that would result in the cancellation of insurance on any portion of the Subject Property insured by the Association.

(o) Lawn Maintenance. All Units and Lots shall be kept in a clean and sanitary manner and shall be maintained in first-class condition with a well maintained lawn and landscaping. No lawn on any Lot shall be permitted to exceed six (6) inches in height, and in the event any lawn so exceeds such height limitation, the Association may, but shall not be required to, cut such lawn and the cost thereof to the Association plus a Fifty Dollars (\$50.00) service fee to the Association shall be paid by such Owner to the Association as an assessment.

(p) Mailboxes. All mailboxes shall be of the same type and color as that which was originally installed by the Declarant or which is thereafter approved by the Approving Party.

(q) Hazardous or Toxic Substances. No hazardous or toxic substances, chemicals, pesticides, fertilizers or any other matter shall be placed on any portion of the Subject Property or the Water Management System. Fertilizers and pesticides shall be used on Lots only in a reasonable manner and only for the purpose for which such products are intended. Owners shall take strict precautions to prevent fertilizers and pesticides from entering the Water Management System.

(r) Water Supply Systems.

(1) Lots. No individual water supply system shall be permitted on any Lot, except that individual supply systems for the purpose of irrigation of the lawn and landscaping upon a Lot shall be permitted; provided that as to any such individual irrigation supply system each Owner must comply with the following:

(A) Any individual irrigation supply system must be installed, operated and maintained in such a manner as to prevent stains and/or discoloring to any exterior portion of any Improvement upon any Lot or upon any Common Area or to any vehicle. An Owner shall be required to clean, repair or replace any and all Improvements that are discolored due to stains caused by such individual irrigation supply system within thirty (30) days of notice from the Association.

(B) No Owner of any Lot shall be permitted to install an individual irrigation supply system that utilizes a well. Each Owner of a Lake Lot shall be permitted to utilize the Lake as the water source for such individual irrigation supply system, and each Owner of any Lot that is not a Lake Lot shall be required to utilize the potable water supply system as the water source for such individual irrigation supply system, unless otherwise required by the local municipality exercising jurisdiction over same.

(C) Any individual irrigation supply system installed on any Lot shall be an automatic underground system of substantially the same character as originally installed by Declarant.

(2) Common Area. The Common Area shall be irrigated by the type of irrigation supply system, including but not limited to wells, as may be determined by the Declarant or the Association, as the case may be, in the exercise of the sole and absolute discretion of Declarant or the Association, as the case may be. In the event that the Declarant or the Association, as the case may be, has irrigated or determines to irrigate any Common Area by utilization of any Lake as the water source for such irrigation, then the Declarant and the Association and any duly authorized representative thereof shall have an easement over all portions of the Subject Property and the irrevocable right of access through all portions of the Subject Property from time to time during reasonable hours as may be necessary in connection with operation, maintenance repair and replacement any such irrigation supply system utilizing any Lake.

(s) Oil Drilling and Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot or other portion of the Subject Property and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot or other portion of the Subject Property; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot or other portion of the Subject Property.

(t) Nuisances. No nuisances, no unreasonably offensive or unlawful actions and no use or practice that is an unreasonable source of annoyance to the Owners or authorized residents of the Units or that shall interfere with the peaceful possession and proper use of the Subject Property by the Owners and the authorized residents of the Units shall be permitted to be maintained within the Subject Property. All laws, zoning ordinances and regulations of all applicable governmental authorities shall be complied with at all times by the Owners the authorized residents of the Units.

(u) Occupancy. No Unit shall be permanently occupied by more than two (2) persons for each bedroom contained in the Unit. Temporary guests will be permitted upon the Subject Property so long as such guests do not create an unreasonable source of noise or annoyance to the other Owners or authorized residents of the Units.

(v) Outside Antennas and Flags. Except for such satellite dishes as may be mandated by applicable federal law, provided that any such mandated satellite dish may only be located in an area on a Lot that is screened from the view from adjoining streets and Lots, and further provided that in no event shall any such mandated satellite dish be installed on any roof of any Unit, on the front of any Unit, higher than the lowest point of any facia of any Unit and, if installed on the ground, such mandated satellite dish must be screened from view by an approved Hedge Fence, no outside signal receiving or sending antennas, dishes or devices are permitted on any exterior portion of a Lot without the prior written consent of the Approving Party which consent may be withheld in the exercise of the sole and absolute discretion of the Approving Party. The foregoing restriction shall not prohibit the Association from authorizing any antenna or signal receiving dish owned by a third party that is intended to service the entire Subject Property from being located at such location within the Subject Property as may be determined by the Approving Party in the exercise of the sole and absolute discretion of the Approving Party. Likewise, the Association may, but shall have no obligation to, contract with a cable television provider to provide cable television services to all of the Lots, and in such event, the cost thereof shall be a Common Expense. No flag poles are permitted on any portion of the Subject Property without the

prior written consent of the Approving Party, which consent may be withheld in the exercise of the sole and absolute discretion of the Approving Party. Notwithstanding the foregoing, an Owner may display an appropriately sized American flag on such Owner's Lot.

(w) Outside Storage of Personal Property. Except for tasteful patio furniture and accessories, Bar-B-Q grills, playground equipment, of the type authorized by the Approving Party, and other personal property commonly kept outside, the personal property of an Owner or an authorized resident of a Unit shall be kept inside of the Unit or on an area on a Lot (but in no event in any area in front of a line which is parallel to the front of the Unit) that is screened from the view from adjoining streets and from Lots and must appear neat and in good condition.

(x) Animals, Livestock and Domestic Pets. No animals, livestock, pigs or poultry of any kind shall be permitted within the Subject Property except for common household domestic pets (a "Pet"), provided that in no event shall pit bull terriers, pigs or poultry be deemed to be a Pet. Further, without the written consent of the Approving Party, which consent may be withheld in the sole and absolute discretion of the Approving Party, only 3 of such Pets are permitted to be maintained within any Unit. No permitted Pet shall be housed outside of a Unit (whether in a separate shelter intended for such housing or otherwise), and any Pet permitted to be maintained within any Unit must be carried or kept on a leash when outside of the Lot where such permitted Pet is maintained. No such Pet shall be permitted onto any other Owner's Lot without the permission of such other Owner, and no Pet will be permitted to create an unreasonable nuisance or annoyance to other Owners or authorized residents of the Subject Property. No Owner shall install any type of invisible animal restraint system at any point on a Lot forward of the front building line of a Unit. Each Owner or resident maintaining a permitted Pet shall immediately pick up and remove any solid animal waste deposited by such Pet on any portion of the Subject Property. No commercial breeding of any animal is permitted within the Subject Property. The Approving Party shall have the right to require an Owner or authorized resident of the Subject Property to immediately and permanently remove a permitted Pet or other animal from the Subject Property in the event of a violation of this paragraph.

(y) Lake Improvements; Excavation. Without the prior written consent of the Approving Party, which consent may be withheld in the sole and absolute discretion of the Approving Party, and thereafter, subject to the receipt of any and all applicable governmental approvals:

(1) no boat house, dock building, landing, mooring pile, ramp or other Improvement for use by Permitted Boats or other aquatic vehicles of any type or character shall be permitted on any Lot;

(2) no Lot shall be increased in size by the filling in of any Lake which abuts any Lot or otherwise;

(3) no canal or other waterway shall be dug or excavated in any portion of any Lot; and

(4) no beach or similar type area shall be created upon any Lot.

(z) Use of Lakes. The Association may, from time to time, in the exercise of the sole and absolute discretion of the Association establish standards, rules, regulations and other guidelines relating to the use of Permitted Boats within the Lakes and other matters associated with the use and enjoyment of the Lakes by the Owners.

(aa) Separate Structures. No permanent, portable, temporary or accessory buildings, structures, sheds, gazebos or tents (collectively, the "Separate Structures") shall be erected, constructed, located or maintained upon any Lot for storage or any other purpose whatsoever, without the prior written consent of the Approving Party, which consent may be withheld in the exercise of the sole and absolute discretion of the Approving Party. In the event any such Separate Structures are so permitted, the maintenance of same shall be subject to such requirements initially established by the Approving Party at the time of the approval of such Separate Structure and as such requirements may be modified from time to time thereafter. In all cases such Separate Structures shall be screened from view.

(ab) Recreational Facilities. The Association shall have the right, from time to time, to promulgate such rules and regulations relating to the use of the Common Area and the Common Use Areas, including but not limited to Lakes and other recreational facilities, if any, as the Association may deem appropriate.

(ac) Signs. Without the prior written consent of the Approving Party, which consent may be withheld in the exercise of the sole and absolute discretion of the Approving Party, no sign shall be placed upon any Lot or any other portion of the Subject Property, and no signs that are visible from the exterior of a Unit shall be placed in or upon any Unit. Any sign installed in violation of this Paragraph may be removed by the Approving Party without notice to the Owner, and the entry upon any Lot in order to remove same shall not be deemed a trespass and the Approving Party shall not be liable to an Owner or any other party whatsoever for such removal or for any loss or damage incurred as a result of any such removal. Notwithstanding the foregoing, a sign advertising a Lot and Unit for sale, in a size not to exceed eight (8) inches by ten (10) inches, shall be permitted to be placed on a Lot.

(ad) Solar Collection Devices. Except for such solar collection devices as may be mandated by applicable federal law, provided that any such mandated solar collection devices may only be located in an area on a Lot that is screened from the view from adjoining streets and Lots, and further provided that in no event shall any such mandated solar collection device be installed at the front of any Lot or Unit and, if installed on the ground, such mandated solar collection device must be screened from view by an approved Hedge Fence, no solar collection devices are permitted on any exterior portion of a Lot without the prior written consent of the Approving Party which consent may be withheld in the exercise of the sole and absolute discretion of the Approving Party.

(ae) Subdivision of Lot. No Lot shall be subdivided nor shall the boundary line of any Lot be changed except with the prior written consent of the Association, which consent may be provided or denied in the sole and absolute discretion of the Approving Party. Notwithstanding the foregoing, Declarant shall have the right, subject only to the requirements of any applicable governmental authority, to change the boundary line of any Lot, modify and amend the Plat or plat and replat all or any portion of the Subject Property.

(af) Swimming Pools. No permanent above-ground swimming pools, spas, or the like, shall be installed on or in any Lot without the consent of the Approving Party, which consent may be withheld in the exercise of the sole and absolute discretion of the Approving Party.

(ag) Tree Removal. No trees existing upon a Lot at the time of acquisition of a Lot by an Owner shall be removed from such Lot without the prior consent of the Association which consent may be withheld in the exercise of the sole and absolute discretion of the Association, except that diseased or dead trees and trees required to be removed to promote the growth of other trees may be so removed without such consent provided that in the event any tree is so removed without such consent pursuant to

the provisions of this paragraph, the Association, in the exercise of the sole and absolute discretion of the Association, may require the replacement of any such removed tree(s) with a tree of the same type, size and character. In any event, any removal, replacement or introduction of any tree must comply with applicable governmental laws and regulations. The provisions of this sub paragraph shall not apply to any Lot owned by the Declarant.

(ah) Window Treatments. Permitted window treatments shall consist of draperies, blinds, shutters, decorative panels, or other tasteful window covering. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except that tasteful temporary window covering shall be permitted for a period not exceeding twenty (20) days after an Owner or other authorized resident of a Unit first moves into a Unit or for such a reasonable period of time as is necessary in order to permit existing window treatments to be cleaned or repaired.

(ai) Rules and Regulations. The Association may from time to time adopt additional reasonable rules and regulations relating to the use, maintenance and operation of the Subject Property as may be determined appropriate by the Association. Copies of such rules and regulations or modifications thereto shall be furnished by the Association to any Owner upon request.

(aj) Waiver. The Approving Party shall have the right to waive the application of or to permit a deviation from one or more of the restrictions contained in the paragraph 7, when, in the sole and absolute discretion of the Approving Party, special circumstances that justify such waiver or deviation exist, or where such waiver or deviation, when coupled with any conditions imposed by the Approving Party as a condition to granting any such waiver or deviation, will not materially and adversely affect any other Owner. As a part of the grant of any such 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 order for any such authorized waiver or deviation to remain valid. The grant by the Approving Party of any such waiver or deviation or the failure by the Association or any other Party having the right to enforce such restrictions to enforce any violation of the restrictions set forth in this Declaration shall not be deemed to prohibit or restrict the right of the Association or any other Party having the right to enforce such restrictions from insisting upon strict compliance with these restrictions, nor shall any such action be deemed as a waiver of the future applicability of the restrictions contained in this Declaration. Furthermore, any approval as to any matter given by the Declarant, the Approving Party or the Association shall not give rise to any future obligation upon the Declarant, the Approving Party or the Association to provide the same or similar approval.

(ak) Exceptions. The restrictions set forth in this paragraph 7 shall not apply to Declarant or to any portion of the Subject Property owned by Declarant, and same shall not be applied against Declarant in a manner that would prohibit or restrict the development of any portion of the Subject Property by Declarant or prohibit or restrict the construction of any Units and other Improvements by Declarant upon the Subject Property, or prohibit or restrict any activity by Declarant associated with the sale or leasing of any Units within the Subject Property, or prohibit or restrict any activity by Declarant associated with the construction, sale or leasing of any units within any other property owned by Declarant or any affiliate of Declarant. In addition, Declarant shall have the right to exempt any other Party, including but not limited to any Party that is a builder or developer, from any of the foregoing restrictions. Specifically, but without limitation, Declarant shall have the right to, and any other Party, including but