

cans, refuse or storage piles placed on a lot (whether temporary or permanent) shall be walled, fenced or landscape buffered to conceal same from the view of the neighboring lots, roads, streets, the waterfront or open areas. Plans for all screens, walls, and enclosures must receive written approval by the Committee prior to construction.

b. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing shall be used for longer than the length of time reasonably necessary for the construction to completion of the improvement for which same is to be used.

c. No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substances, except for water tanks that may be constructed by the Declarant for the storage of potable water for the community and fuel tanks for Declarant use during construction operations with the prior written approval of the Committee.

Section 13. Easement Rights. Easements are expressly provided for and reserved in favor of the occupants of the Property, their guests and invitees, for ingress and egress over and about the Common Areas for the purpose of entering and leaving the Property and for vehicular traffic over and across such portions of any Common Areas as are used as roads within the Development Area. The rights provided under this easement shall be exercised by the foregoing parties in a manner so as not to interfere with the use and enjoyment of any Common Areas by the dwelling occupants, their families, guests or tenants. The use by Declarant, its agents or employees, of the easement described herein during the construction period shall not be deemed an interference of the use and enjoyment of the Common Area.

Section 14. Windows. All metal windows shall have a white finish; wood windows shall be painted white. Declarant reserves the right to allow other color finishes for windows however, mill finished (unpainted) windows are prohibited.

Section 15. Landscaping, Sodding, and Driveways. All dwellings shall be constructed with concrete driveways, completely sodded lawns, sidewalks the width of the Lot along the edge of all road right-of-ways and a basic shrubbery planting across the front of the house. All sod installed on a Lot shall be of a St. Augustine variety, such as St. Augustine, Floratam, Seville or equivalent or Bahia. Bare spots in sod are not allowed and must be re-sodded within 14 days of notification by the Committee.

Section 16. Ponds. All ponds owned by Association which are designed to retain water on a continuous basis shall be restricted for use solely by Association. No Lot Owner shall be permitted to make any use whatsoever of ponds owned by Association. No Lot Owner shall be

permitted to withdraw waters from any Common Area, including but not limited to, ponds owned by the Homeowners Association.

Section 17. House Color. The color(s) of the exterior of all residences shall be subject to the prior approval of the Architectural Committee.

Section 18. Miscellaneous.

a. No Owner or occupant other than the Declarant shall excavate or extract earth from any of the lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots. No Lot shall be increased in size by filling in the water it abuts.

b. No privy or outside toilet facilities shall be constructed or maintained on any lot other than those used during construction operations.

c. Notwithstanding any other provisions contained in this Declaration, in the event that any Unit, as constructed by the Declarant, it's agents or builders on a Lot, encroaches upon any portion of the Common Areas or adjoining Lots, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Areas or adjoining Lots. In the event any fence, roof, overhanging roof, or portion of the Unit as constructed upon any Lot by Declarant, it's agents or builders encroaches or overlaps upon any other Lot or the Common Areas, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Unit is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Areas.

d. Installation and use of play equipment approved by the Architectural Committee shall be limited to the rear of each lot only, and not closer than five (5) feet to property lines.

e. Towers, Play Structures, Above Ground Pools and Basketball Backboards. Other than approved play equipment, no outside tanks, towers, poles, tree houses or other recreation structures for any purpose shall be erected. This includes above ground pools, skate board ramps and Basketball backboards. Portable basketball backboards and goals must be stored in a garage or fenced yard out of view when not in use.

f. Storage structures may be constructed in the rear yard of a residence in accordance with rules and limitations established by the Architectural Committee

provided the structure can not be seen from any adjacent yard, right of way, lot, common area or open space. All such structures must have the prior approval of the Committee.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article V, Section 4. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time. The Declarant also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Properties; and, if Declarant is the prevailing party in any litigation involving this Declaration, to recover all of Declarant's costs and expenses incurred, including reasonable attorneys' fees.

The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

The Association may impose fines against any member, tenant, guest, or invitee, for violation of the provisions of this Declaration or the standards of the Architectural Committee. Such fines shall not exceed \$50 per violation, and may be imposed only after a hearing before a committee of three members appointed by the Board who are not related to officers, directors, or employees of the Association, with 14 days notice to the person sought to be fined.

Section 2. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes, pursuant to Article IV, Section 2, of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than fifteen (15) days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of Members entitled to cast at least fifty percent (50%) of the votes, pursuant to Article IV, Section 2, outstanding constitutes a quorum.