

EXHIBIT B

USE RESTRICTIONS AND RULES

The following restrictions shall apply to all the Properties, exclusive of the Units owned by the Declarant, until such time as they are amended, modified, repealed, or limited by rules of the Association adopted pursuant to Article III of the Declaration. Use Restrictions for particular Neighborhoods may be different in order to reflect the character of the Units in such Neighborhood and, in such event, such Use Restrictions shall control.

1. Alterations and Additions. No material alteration, addition or modification to a Unit, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the Reviewing Entity as required by this Declaration.

2. Animals. No animals of any kind shall be raised, bred or kept within the Properties for commercial purposes. Other than swine, poultry, and uninsurable pets (e.g., pets that create policy coverage exclusions under insurance policies purchased by the Association or pets that cause increases in insurance policy premiums under insurance policies purchased by the Association), Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Unit only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Unit unless such pet is kept on a leash or within an enclosed portion of the yard of a Unit. No pet or animal shall be "tied out" on the exterior of the Unit or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted within any Unit. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within the Properties designated for such purpose, if any, or upon the exterior portion of the Owner's Unit. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, service dogs shall not be governed by the restrictions contained in this Section.

3. Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Unit, unless approved by the Reviewing Entity.

4. Vehicles.

(a) Parking. Owners' automobiles shall be parked in the garage, driveway or designated parking spaces and shall not block any sidewalks. No vehicles of any nature shall be parked on any portion of the Properties or a Unit except on the surfaced parking area thereof. Vehicles shall not park on the paved surfaces comprising the Common Area, including the roadways located at the entrance of each Neighborhood. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in the Properties except during the period of a delivery. CERTAIN ROADWAYS WITHIN THE PROPERTIES SHALL BE PUBLIC ROADWAYS AND SHALL NOT BE MAINTAINED OR REGULATED BY THE ASSOCIATION. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR UNIT ACKNOWLEDGES AND AGREES THE ASSOCIATION HAS NO CONTROL WITH REGARD TO ACCESS, PARKING AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC AND/OR MEMBERS OF THE ASSOCIATION. THE RESPONSIBILITY FOR ENFORCEMENT OF ANY LAWS REGARDING ACCESS, PARKING AND USAGE OF PUBLIC ROADWAYS RESTS SOLELY WITH THE APPLICABLE GOVERNMENTAL AUTHORITY AND THE ASSOCIATION DISCLAIMS RESPONSIBILITY FOR SUCH ENFORCEMENT.

(b) Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on the Properties for more than twelve (12) hours, except in the garage of a Unit. No repair or maintenance, except emergency repair, of vehicles shall be made within the Properties, except in the garage of a Unit. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

(c) Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicle, boat, trailer, including without limitation, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within the Properties except in the garage of a Unit. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within the Properties. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Unit. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas; provided, however, golf carts shall be permitted but only to the extent permitted by applicable law and County regulations and foregoing restrictions shall be inapplicable to "Neighborhood Electric Vehicles" which may be otherwise authorized for use within the Properties by the County. Additionally no ATV or mini motorcycle may be parked or stored within the Properties, including any Unit, except in the garage of a Unit. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders or their respective agents.

(d) Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Unit irrevocably grants the Association and its designated towing service the right to enter a Unit and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Unit, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Unit and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

5. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Unit, sale or re-sale of other property owned by Declarant and administrative offices of Declarant, no commercial or business activity shall be conducted within the Properties, including without limitation, within any Unit. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Unit for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Units unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Properties. No solicitors of a commercial nature shall be allowed within the Properties.

not be placed for pick-up so as to be visible from outside the Unit earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

14. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Unit shall be of a type as approved in writing by the Reviewing Entity. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the Reviewing Entity shall not be deemed an endorsement of the effectiveness of hurricane shutters.

15. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Unit. Clotheslines may be installed in the rear of a Unit so long as not visible from the front of the Unit; provided, that, any such clothes line shall be removed when it is not in use as a clothes line.

16. Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of the Properties. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of the Properties shall be the same as the responsibility for maintenance and repair of the property concerned.

17. Leases. Units may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Unit. Individual rooms of a Unit may not be leased on any basis. No transient tenants may be accommodated in a Unit. All leases or Occupancy agreements of Units (collectively, "Lease Agreements") are subject to the provisions of this Declaration. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Unit may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. The lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Unit, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as a Specific Assessment. All Lease Agreements shall require the Unit to be used solely as a private single family residence. Each leased Unit shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Unit is leased, the Owner of such Unit shall not enjoy the use privileges of the Common Areas, including the Recreational Facilities, appurtenant to such Unit.

Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Unit and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Unit, Common Area, or otherwise described in this Declaration; provided, that, the tenant does not undertake such obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as a Specific Assessment. Notwithstanding anything to the contrary

others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

26. Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Properties, including without limitation, any Unit, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6').

Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Unit if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Unit boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the County or municipality in which the flag pole is erected and all setback and location criteria contained in this Declaration.

Declarant is exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within the Properties such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Units. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

27. Sports Equipment. No recreational playground or sports equipment shall be installed or placed within or about any portion of the Properties without prior written consent of the Reviewing Entity. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the Reviewing Entity. Tree platforms of a similar nature shall not be constructed on any part of a Unit. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

28. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the Reviewing Entity, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from roadways in a manner approved by the Reviewing Entity.

29. Subdivision and Regulation of Land. No portion of any Unit shall be divided or subdivided or its boundaries changed without the prior written approval of the Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to the Properties, without the prior written approval of Declarant, which may be granted or denied in its sole discretion.

30. Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous