

**EAST LAKES OF HARMONY**

**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to all the Properties, exclusive of the Units owned by the Declarant, until such time as they are amended, modified, repealed, or limited by rules of the Association adopted pursuant to Article III of the Declaration.

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 of the Architectural Review Committee of the Board of Directors.
  
2. Animals. Only dogs, cats and small mammals may be kept on the Property. 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 dogs 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 giving 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 patten 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 Architectural Review Committee of the Board of Directors.

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 private or public roadways or any area comprising the Common Area of the Association, except in designated parking areas (if any). 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.
- (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 drive an automobile issued by the County or other governmental entity (i.e. police cars), such automobile shall not be deemed 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 or if such 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 or 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 the 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, without the prior written consent of the Association. No day care center or facility may be operated out of a Unit. No garage sales are permitted, except as permitted by the Association.
6. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Units within the Properties. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF UNITS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE UNITS AND THE RESIDENTIAL ATMOSPHERE THEREOF.
7. Cooking. No cooking shall be permitted, nor shall any goods or beverages be consumed on the Common Areas, except in areas designated for the purposes of the Association.

8. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, and weathervanes shall be installed or placed within or upon any portion of the Properties without the prior written approval of the Architectural Review Committee. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Unit in the matter permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 6<sup>th</sup> of the following year. The Architectural Review Committee may establish standards for holiday lights. The Architectural Review Committee may require the removal of any lighting that creates a nuisance (e.g. unacceptable spillover to adjacent Unit or excessive travel through the Properties). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2015), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the Architectural Review Committee.
  
9. Extended Vacation and Absences. In the event a Unit will be unoccupied for an extended period, the Unit must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside of Unit; and (iii) designating a responsible firm or individual to care for the Unit, should the Unit suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to the Association. Neither the Association nor the Declarant shall have any responsibility of any nature relating to any unoccupied Unit.
  
10. Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the Architectural Review Committee. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is discouraged by the Architectural Review Committee. However, in the event a fence is installed within a drainage easement area, with prior written Architectural Review Committee approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed. All screening and screened enclosures shall have the prior written approval of the Architectural Review Committee. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the Architectural Review Committee and all decks shall have prior written approval of the Architectural Review Committee.
  
11. Fuel Storage. No fuel storage shall be permitted within the Properties, except as may be necessary or reasonably used for swimming pools, spas, barbeques, fireplaces or similar devices.

12. Garages. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required. No screen doors are allowed on the garage.
13. Garbage Disposal. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained within any Unit so as to be visible from outside the Unit. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from view of adjacent properties and streets. Garbage cans and trash containers shall not be placed for pick-up so as to be visible from outside the Unit earlier than 7:00pm 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 Architectural Review Committee. 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 due 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 Architectural Review Committee shall not be deemed an endorsement of the effectiveness of hurricane shutters.
15. Irrigation. Installation or maintenance of irrigation systems within a residential property does not require Architectural Review Committee approval. All irrigation systems must be fully functional and operated pursuant to Toho Water Authority operating requirements.
16. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mats, or laundry of any kind, or any similar type article, shall be shaken, hung or exposed so as to be visible from 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 clothesline shall be removed when it is not in use as a clothes line.
17. 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.

18. 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, 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 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 Dollard (\$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 connections 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 received 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 herein, the leasing of a Unit to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

19. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Properties is permitted. No firearms, bows or crossbows shall be discharged within the Properties. Nothing shall be done or kept within the Common Areas or any other portion of the

Properties, including a Unit that will increase the rate of insurance to be paid by the Association.

20. Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Unit, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Unit. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Unit.
21. Paint. The exterior of Units shall be repainted within forty-five (45) days of notice by the Association. Colors must be approved by the Architectural Review Committee.
22. Personal Property. All personal property of Owners or other Occupants of Units shall be stored within the Units. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Unit, or any other portion of the Properties, which is unsightly or which interferes with the comfort and convenience of others.
23. Removal of Soil and Additional Landscaping. Without the consent of the Architectural Review Committee, no Owner shall remove soil from any portion of the Properties, change the level of the land within the Properties, or plant landscaping which results in any permanent change in the flow and drainage of surface water within the Properties. Owners may not place additional plants, shrubs, or trees within their respective Units without the prior written approval of the Architectural Review Committee.
24. Swimming Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the Architectural Review Committee. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Unit shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the Architectural Review committee; (iii) pool cages must be of a design, color and material approved by the Architectural Review Committee; and (iv) pool cages shall in no event be higher than the roof line of the Unit. Pool cages shall not extend beyond the sides of the Unit without express approval by the Architectural Review Committee. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Declarant, no diving boards, slides, or platforms shall be permitted without Architectural Review Committee approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any water bodies within the Properties or adjoining properties.

25. Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned within thirty (30) days of notice by Architectural Review Committee. No painted surface applications shall be permitted. All roofs shall be the type and material specified in the Design Guidelines.
26. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Unit without the prior written approval thereof being first had and obtained from the Architectural Review Committee. The Architectural Review Committee may require, among other things, that all such improvements be screened so that they are not visible from adjacent Units, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the Architectural Review Committee in order to address the safety and welfare of the Residents of the Properties. No Owner shall operate any equipment or device which will interfere with the radio or television reception of 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.
27. Signs and Flags. No sign, flag, banner, advertisement, notice or other letting 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 this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

28. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or above any portion of the Properties without prior written consent of the Architectural Review Committee. No basketball backboards, skateboard ramps or play structures will be permitted without the prior written approval by the Architectural Review Committee. 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.
  
29. 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 written approval of the Architectural Review Committee, 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 Architectural Review Committee.
  
30. 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.
  
31. Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of the Properties or within any Unit, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the Architectural Review Committee.

32. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Unit boundary where obstruction would create a traffic problem.
33. Wells and Septic Tanks. No individual wells will be permitted on any Unit and no individual septic tanks will be permitted within any Unit.
34. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moved into a Unit or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Unit without prior written approval of the Architectural Review Committee. No awnings, canopies or shutters shall be affixed to the exterior of a Unit without the prior written approval of the Architectural Review Committee. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Architectural Review Committee. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.
35. Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Unit.