

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARRINGTON, PHASE I BREVARD COUNTY, FLORIDA

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BARRINGTON, BREVARD COUNTY, FLORIDA (hereinafter referred to as the "Declaration"), made on the date hereinafter set forth by BARRINGTON DEVELOPMENT, INC., a Florida corporation (hereinafter referred to as "Declarant"), with the principal mailing address of Post Office Box 320637, Cocoa Beach, Florida, 32932-0637

WHEREAS, Declarant is the sole record owner in fee simple of certain real property located in Brevard County, Florida, which is more particularly described as follows:

also known as Barrington Subdivision Phase 1

SEE EXHIBIT A

Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs. 18 # Names 2
Trust Fund 10.00 Rec Fee 77.00
Stamp-Dest Excise Tx
Stamp-Mtg Int Tx

(hereinafter referred to as the "Property"); a

WHEREAS, Declarant desires to develop a single-family residential subdivision known as "Barrington"; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities within the Property and for the maintenance of open space, buffer areas, entry features, storm and/or surface water management systems, conservation areas and other common facilities, and to this end desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent Owner of all or part thereof; and

WHEREAS, it is the intention of the Declarant to develop the Property and build residential housing units thereon; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities within the Property to create a homeowners' association to which shall be delegated and assigned the powers of maintaining and administering certain designated Common Area properties and facilities within the Property, which areas, where applicable, shall be specifically designated on the plat of the Subdivision, as hereinafter defined; administering and enforcing this Declaration; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, a non-profit corporation called Barrington Homeowner's Association, Inc. (hereinafter referred to as the "Association"), for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that all Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to BARRINGTON HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Common Area" shall mean all real property,

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Prepared by: James Peoples 505 N Orlando Cocoa Beach, FL

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including the improvements thereon, owned by the Association for the common use and enjoyment of the Members of the Association, whether acquired by purchase or conveyance from the Declarant, its successors or assigns, by dedication on a plat or plats of the Property or otherwise. The Common Area shall be identified by tract on the plat of the Property, and shall be subject to the dedication set forth on said plat. The term "Common Area" shall also include any tangible or intangible personal property acquired by the Association. All Common Area is to be maintained by the Association and devoted to and intended for the common use and enjoyment of the members of the Association, their families, guests, persons occupying Dwelling Units (as hereinafter defined) on a guest or tenant basis, to the extent authorized by the Board of Directors of the Association.

Section 3. "Lot" shall mean and refer to any plot of land shown upon the plat of all or a portion of the Property which Lot is intended to have a Dwelling Unit constructed thereon; provided, however, that there shall be excluded from the definition of Lot, the Common Area, Dedicated Areas, Conservation Areas and/or streets.

Section 4. "Dwelling Unit" shall mean and refer to any building or portion thereof constructed on a Lot and intended for use and occupancy as a single family residence susceptible to ownership in fee simple as to which Dwelling Unit a certificate of occupancy has been issued by the applicable governmental authorities, whether such Dwelling Unit is detached from or connected by a party wall or other structural element to other Dwelling Units.

Section 5. "Declarant" shall mean Barrington Development, Inc., a Florida corporation authorized to do business in Florida, and its successors and assigns. All rights, powers and privileges granted to the Declarant by this Declaration or by the Articles of Incorporation and By-Laws of the Association shall be exercised by the Declarant in such manner as it may determine.

Section 6. "ARC" shall mean an architectural review committee appointed in accordance with Article V, whose duties shall be as set forth in Article V.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Member" shall mean and refer to any Owner who is a member of the Association.

Section 9. "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdraining, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Section 10. ~~Retention Areas~~ shall mean all areas established for storage or treatment of storm water or surface water even though title to any such area shall be held by an individual lot owner.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to

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every Lot, subject to the following provisions:

(a) all provisions of this Declaration, any plat or all or any part or parts of the Property, and the Articles of Incorporation and By-Laws of the Association;

(b) rules and regulations adopted by the Association governing use and enjoyment of the Common Area;

(c) the right of the Association to suspend the voting rights and/or the right to use of any recreational facility by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) the right of the Association to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No dedication, sale or transfer shall be effective unless an instrument agreeing to such dedication, sale or transfer signed by two-thirds (2/3) of the Lot Owners (excluding Declarant) has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two (2) classes of voting Membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Members shall be the Declarant and it shall be entitled to six (6) votes for each Lot owned by them. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A Membership equal the total outstanding in the Class B Membership; or

(b) on January 1, 2000

From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which it holds the interest required for Membership under

ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed,

is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and all attorney's fees and expenses related to the assessment and collection of the lien, including attorney's fees incurred in litigation or any other proceeding including all appellate proceedings or alternative dispute resolution proceedings incurred in enforcing or collecting any assessment, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and all attorney's fees and expenses related to the assessment and collection of the lien, including attorney's fees incurred in litigation or any other proceeding including all appellate proceedings or alternative dispute resolution proceedings incurred in enforcing or collecting any assessment, shall also be the personal obligation of the person who was the Owner of such property at the time when assessment fell due. Their personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively:

(a) to promote the recreation, health, safety and welfare of the residents in the Property;

(b) for the improvement, maintenance and operation of the Common Area, entry features, walls, landscaping (including irrigation thereof, subdivision signs, island in roadway, and storm and/or surface water management systems. Said maintenance, in addition to the foregoing, shall include the continual maintenance and cleaning of the storm and/or surface water management system required by St. Johns River Water Management District pursuant to permit number. The improvement and maintenance of the common areas, entranceway, islands in roadway, lakes and lake systems shall be the sole responsibility of the Association, and the Association is hereby granted easements as necessary for such improvement and maintenance, specifically including access easements over the lots for access to the lakes and maintenance easements over those portions of the lots upon which the Lakes are located.

(c) for the payment of the operating expenses of the Association;

(d) for the payment of taxes, insurance, labor and equipment;

(e) doing any other things necessary or desirable in the judgment of the Association to keep the community neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment by the Association shall be \$_____ per Lot.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st (if the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors at its option may levy the annual assessment at an amount less than but not in excess of the maximum, or may levy an annual assessment in the amount of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for and Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action under Sections 3 and 4 above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment.

(a) Both annual and special assessments must be fixed at a uniform rate for all Lots, except that as long as there is Class "B" membership, the Declarant and Builders will have the following options:

(i) The Declarant and Builders may pay the annual assessment at the rate of twenty-five percent (25%) of the rate fixed for Class "A" membership on all unoccupied Lots owned by the Declarant and/or Builders and in addition, will pay the difference, if any, between the total annual operating expenses of the Association and the amount of the annual assessments required to be paid pursuant to this Article; or

(ii) The Declarant and Builders may pay the full rate of assessment at which time the obligation to pay the difference between expenses and assessments will cease.

(b) Single Dwelling Assessments. In addition to the annual and special assessments authorized above, the Association may levy single unit assessments applicable only to a specific lot and unit that has failed to meet its maintenance obligations set forth in Article VIII. The Single Dwelling Assessments shall have the assent of two-thirds (2/3) of the Board of Directors.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance or dedication of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the Association shall constitute satisfactory written notice. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section B. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessments are not paid on the date when

due, then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereon as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. The personal obligations of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the public records giving notice to all persons that the Association is asserting a lien upon the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot and there shall be added to the amount of such assessment the interest above stated, the cost of the action, including reasonable attorneys' fees whether or not judicial proceedings are involved, and including reasonable attorneys' fees and costs incurred on any appeal of a lower court decision.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from assessments, charges and liens created herein: (i) all property to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use; (ii) all Common Areas, and Dedicated Areas; and (iii) all property exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemptions.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. Review by Architectural Review Committee. No building or modification or addition thereto, fence, wall, pool, landscaping or other structure shall be commenced, constructed, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made to the Lot or Dwelling Unit unless it is (1) in compliance with all applicable zoning codes; (2) other applicable regulations; and (3) unless and until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee (ARC).

Section 2. Procedure for Review. Any Owner needing the approval of ARC shall deliver an application or request for action to the ARC by certified mail with return receipt requested or by hand delivery with signed receipt together with a floor plan, landscaping plan, site plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by certified mail upon the Owner and all interested parties, identifying the proposed building or structure. In the event the ARC takes no action on the application or request

within the thirty-day period, then the application or request shall be deemed to be accepted.

Section 3. Composition of Architectural Review Committee. The ARC shall have at least three (3) members who shall initially be appointed by the Declarant. The members appointed to the ARC do not need to be Owners. So long as the Declarant maintains a controlling vote of the membership of the Association under the terms of Article III of this Declaration, the Declarant shall be entitled to appoint all members of the ARC and any successor members; provided, however, the Declarant shall at any time have the right to waive its right to appoint the members of the ARC. The members of the ARC shall be appointed for staggered three (3) year terms; provided, however, the initial members of the ARC appointed by the Declarant shall serve so long as Declarant has the right to appoint all members of the ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Declarant shall promptly appoint a successor member of the ARC who shall serve at the pleasure of the Declarant. After the end of the term during which the Declarant may appoint all the members of the ARC, a majority of the Owners of Lots on the Property shall have the right to appoint the members of the ARC. The Owners shall so appoint the members of the ARC by ballot after ten (10) days written notice given by the then existing ARC that the Owners have the right to appoint members. Failure by any Owner to vote on membership of the ARC shall not in any way effect the validity of the appointment of a member to the ARC. The first ARC appointed by the Owners shall have three (3) members, one with a term of one (1) year, one with a term of two (2) years and one with a term of three (3) years. Each year thereafter the ARC shall provide a ten-day written notice to the Owners of Lots on the Property of the need to elect a new ARC member upon expiration of the term of a then existing ARC member. No meeting shall be required for the initial appointment of members to the ARC by the Owners or for any subsequent election and the person receiving the largest number of votes shall be elected to serve for a three year term. The written notice from the ARC to the Owners shall include a ballot and shall set forth a deadline for voting no sooner than fifteen (15) days from the date the notice is mailed to the Owners. There shall be only one (1) vote per Lot cast, regardless of the number of Owners of a particular Lot, and the Owners of a Lot shall designate among themselves who shall cast their vote. Failure to so select, or the casting of more than one (1) vote in a particular election for any given Lot, shall eliminate the right of the Owners of a given Lot to vote in that election. All votes cast by Owners shall be kept for a minimum of three (3) years and shall be available for inspection upon demand made by any Owner.

ARTICLE VI
EASEMENT RESERVED TO DECLARANT

Section 1. Easement Over Common Area. For so long as Declarant is the owner of the Common Area, the Declarant shall have the right to grant an easement in perpetuity over, under and across all Common Areas shown on any recorded subdivision plats of all or portions of the Property, together with the right to grant easements to others. Such easement shall include, but shall not be limited to, the right to use the said Common Area to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public convenience or utilities, drainage; and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance; and the right to locate wells, pumping stations and tanks; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide and maintain any such utility or service.

Section 2. Easement over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to grant an easement to itself or any other entity over each such Lot owned for purposes of ingress and egress, to include driveways common to two (2) or more Lots, drainage, utility, gas, telephone, cable TV and electrical services. With respect to an easement thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of the easement; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utilities served thereby.

Section 3. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods, to wit:

(a) By a specific designation of an easement on the recorded plat of all or a portion of the Property;

(b) By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Dwelling Unit, or other portion of the Property;

(c) By a separate instrument referencing this Article VI, said instrument to be subsequently recorded by the Declarant; or

(d) By virtue of the reservation of rights set forth in Section 2 of this Article VI.

ARTICLE VII CONSERVATION AREAS

Section 1. "Conservation Area" shall mean and refer to the area designated as Tract B on the recorded subdivision plat of the Property described herein as Barrington Subdivision.

The Conservation Area shall and is hereby declared to be subject to a Conservation Deed Restriction in favor of the Developer, its successors and assigns, for the purpose of retaining and maintaining the Conservation Area in its predominantly natural condition as a wooded water recharge, detention and percolation and environmental conservation area. In furtherance of this, each of the following uses of the Conservation Area is hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to-wit: and the City of Rockledge

(a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Area; and

(b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials; and

(c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Area; and

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Area; and

(e) Any use which would be detrimental to the retention of the Conservation Area in its natural condition; and

(f) Acts or uses detrimental to such retention of land or water areas.

The Conservation Area hereby created and declared shall be perpetual.

The Developer, its successors and assigns and the St. Johns River Water Management District*shall have the right to enter upon the Conservation Area at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions. *and the City of Rockledge

The Developer, and all subsequent owners of any land upon which there is located any Conservation Area, shall be responsible for the periodic removal of trash and other debris which may accumulate on such parcel.

The prohibitions and restrictions upon the Conservation Area as set forth in this paragraph may be enforced by the St. Johns River Water Management District*by proceedings at law or in equity including without limitation, actions for injunctive relief. The provisions in this Conservation Area restriction may not be amended without prior approval from the St. Johns River Water Management District. *and the City of Rockledge

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Area, and shall be binding upon, and shall inure to the benefit of the Developer, and its successors and assigns. Upon conveyance by the Developer to third parties of any land affected hereby, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction including the Conservation Area is properly recorded.

ARTICLE VIII GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots and Dwelling Units on the Property.

Section 2. Residential Use Only. No Lot shall be used for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit, but shall not prohibit use as a rental unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than Dwelling Units designed for residential use and private garages. The foregoing shall not prohibit the Declarant from using Dwelling Units as models or offices, provided such use as models or offices is in furtherance of the construction and sale of Dwelling Units on the Property.

Section 3. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lots as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the ARC; provided, however, that this prohibition shall not apply to shelters used by the Declarant during the construction of any Dwelling Unit.

Section 4. Parking and Storage Restrictions. Each Owner has the right to the exclusive use of the parking spaces which are located within that Owner's property lines. No vehicles may be parked on any grassed area of the Lots. No vehicles which extend beyond the length of the Owner's parking spaces may be parked in such spaces. Permission must be obtained in writing from the ARC for the parking of any commercial or recreational vehicles, trailers, boats, trucks, boat trailers, or campers on any Lot. Parking in the Common Areas or common parking spaces, if any, shall be regulated by the rules of the Association. There shall be no parking on the streets or the street right of way area, if any; provided, however, that this prohibition shall not apply to the parking or storage of any vehicles used by the Declarant during the construction of any Dwelling Unit or development of the Subdivision.

Section 5. Livestock and Animal Restrictions. No livestock, poultry, reptiles or animals of any kind or size shall be raised, bred or kept on any Lot or in any Dwelling Unit; provided, however, that dogs, cats and other common domesticated household pets may be raised and kept, provided such pets are not kept, bred or maintained for any commercial purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of such pet. The keeping of pets by an Owner shall be subject to all governmental animal ordinances and any rules or regulations promulgated by the Association or the Board of Directors in regard thereto.

Section 6. Restrictions on Activity. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot, driveway or Common Area shall be used for the purpose of vehicle repair or maintenance. No unregistered, unlicensed, expired license or inoperable vehicles of any kind shall be permitted to remain on any Lot (unless parked inside the garage of a Dwelling Unit) or Common Area.

Section 7. Restrictions on Walls, Fences or Hedges. No wall, fence or hedge shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type and location thereof have been approved by the ARC in accordance with Article V hereof.

Section 8. Garbage and Litter. No Owner shall sweep or throw from his Dwelling Unit any dirt or other materials, or litter in any way the Property. No garbage, trash, refuse or rubbish shall be kept on any part of the Property except in closed containers in a manner prescribed by the rules and regulations of the Association as promulgated by the Board.

Section 9. Garages. Each home shall have an attached double car garage. No garage shall be enclosed permanently or converted to another use without the substitution of another attached enclosed garage of the same kind of or matching material as and conform architecturally to the construction of the Dwelling Unit. All garages must have overhead garage doors, which shall be maintained in a useful condition and shall be kept closed when not in use. Carports will not be permitted. The Declarant, its successors or assigns shall be exempt from this provision.

Section 10. Insect and Fire Control or Unsightliness. In order to implement effective insect, reptile and woods fire control or to eliminate unsightliness or waste, the Association shall have the right, but not the duty, to enter upon any Lot, after reasonable notice to an Owner of such Lot, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, lawns, scrubs or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot or to provide garbage or trash removal services. The cost incurred by the Association in exercising its rights under this Section shall constitute a special assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the