

ARTICLE 15

USE RESTRICTIONS

The Property shall be used for purposes as may be permitted by the applicable governmental approvals and ordinances, and this Declaration and any amendments or Supplements hereto. Any Supplemental Declaration or additional covenants imposed on the Property within any Neighborhood by Neighborhood Documents may impose stricter standards than those contained in this Article. The Master Association, acting through its Board of Directors, shall have standing and the power to enforce standards imposed by Neighborhood Documents.

The Declarant, prior to Turnover, and the Master Association, acting through its Board of Directors, both prior to and after Turnover, shall have the authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein. The use restrictions set forth in this Article shall be binding until and unless overruled, cancelled or modified in a regular or special meeting of the Master Association by the vote of Voting Members representing at least sixty-seven percent (67%) of the total votes in the Master Association and by the Declarant prior to the conveyance of the last Unit by Declarant and Merchant Builders. Any such modifications or cancellation shall be recorded in the Public Records as an amendment to this Declaration.

Such regulations and use restrictions shall be binding upon all Owners and occupants of Units. Notwithstanding anything to the contrary herein, the Declarant shall be exempt from application of the provisions of this Article so long as it owns any portion of the Property primarily for development and/or resale.



Section 15.1 Occupants Bound. All provisions of the Declaration, By-Laws and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, invitees and lessees of any Owner. Every Owner shall cause his or her occupants to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Properties caused by such occupants, guests, invitees and lessees, notwithstanding the fact the such occupants are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto.

Section 15.2 Parking and Vehicular Restrictions. Parking in the Properties shall be restricted to private automobiles and passenger-type vans, jeeps, sport utility vehicles and pick-up trucks having a capacity of no more than two (2) tons, and only within the parking areas therein designed and/or designated for such purpose. This restriction is designed to prohibit parking of "commercial vehicles" (as defined below) on a Unit, unless fully enclosed in a closed garage. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Properties. No vehicle shall be left covered in a driveway for a period exceeding one (1) day.

No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, house trailer or vans (other than passenger vans) shall be permitted to be parked or to be stored at any place within the Properties, except in spaces for some or all of the above specifically designated by the Declarant or the Master Association, if any, or in fully enclosed garages. No Owner shall keep any vehicle on the Common Areas which is deemed a nuisance by the Board. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used customarily for personal/family purposes, and those vehicles which contain commercial lettering. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The determination of the Board of Directors as to the commercial nature of a vehicle shall be binding on an Owner. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles, such as for construction use, or providing pick-up and delivery and other commercial services, nor to any vehicles of the Declarant. No parking on lawns shall be permitted. No on-street parking shall be permitted, unless prior written approval by the Board of Directors or the Master Association Manager is obtained.

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 Master 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. The Master Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing 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 acquisition of title to a Unit, the Owner provides to the Master Association the irrevocable right to tow vehicles parked on the Owner's Unit which are



in violation of this Declaration. An affidavit of the person posting the aforesaid notice stating that it was property posted shall be conclusive evidence of proper posting. Motorcycles shall be permitted within Lindsford provided operation of motorcycles shall be subject to rules and regulations as to operations and noise promulgated by the Master Association.

Section 15.3 Traffic Regulation. The Master Association may, but shall not be obligated to, employ individuals, a security company or enter into an agreement with local law enforcement, to enforce speed limits, rules and regulations, including, without limitation, imposition of fines, concerning operation of motorized vehicles, parking restrictions (collectively, "Traffic Regulations") and to otherwise provide a more secure environment. Traffic Regulations may include prohibition of parking on private rights-of-way, cul-de-sacs, roundabouts or any other area other than designate parking areas. Owners, for themselves, their family, lessees and invitees, acknowledge the Master Association may fine an individual for violation of Traffic Regulations and/or take other disciplinary action. Failure to pay any fine after an opportunity for a hearing on a violation may, to the extent permitted by applicable law, result in suspension of the privileges to use private streets in the Properties and/or a lien being imposed on the Owner's Unit, if the fine is imposed against the Owner, or his or her family member or lessee.

Section 15.4 Animals and Pets. No animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats or other usual and common household pets may be permitted in reasonable number determined by the Board of Directors in its discretion (which may be different based on Unit size and/or Unit type), provided they are not permitted to roam the Property. All pets shall be controlled by their owner at all times and shall be leashed when not on the Owner's Unit and within an enclosed area. Those pets which, in the sole discretion of the Master Association, endanger the health of, make objectionable noise, or constitute a nuisance or inconvenience to, the Owners of other Units or the owner of any portion of the Properties shall be removed upon request of the Board within three (3) days of written request; provided, however, if the Board determines an animal is a safety hazard, the Owner shall immediately remove the animal from the Property. No pets shall be kept, bred, or maintained on any Units for commercial purposes. Pets shall not be permitted on the Common Areas (except streets or walkways). An Owner's household pets shall be confined on a leash no greater than fifteen (15) feet in length or carried by a responsible person at all times whenever outside the boundaries of the Owner's Unit. All persons bringing a pet onto property shall be responsible for removing any solid waste of the pet. Each Owner with a pet shall be solely responsible for any and all liability related to such pet and shall obtain and maintain adequate liability insurance covering liability related to the ownership of the pet. Each Owner agrees to indemnify, defend and hold harmless the Master Association, and any Neighborhood Association for any claims, demands, losses, costs, fees and expenses related to, or in any way pertaining to liability related to such Owners' pets.

Section 15.5 Nuisances. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept



upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon which would be a reasonable cause of embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties. Except for Declarant's development activities, no outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

Section 15.6 Hazardous Materials. Hazardous materials shall only be stored on the Property if reasonably necessary to the maintenance of the Properties or operation of any facilities within the Properties. All hazardous materials shall be stored, utilized and accounted for in accordance with all governmental requirements.

Section 15.7 Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Properties, except in containers located in appropriate areas, if any, and in all events, such containers shall not be visible from any of the Properties, except for the minimum time necessary for its collection. Trash shall be placed curbside no earlier than dusk the day prior to collection and empty receptacles shall be removed from curbside on the day of collection. Trash receptacles shall be kept within Units or enclosed garages or other areas so designated for the receptacles. This restriction shall not apply to construction sites. No odor shall be permitted to arise from any trash receptacle so as to render the Properties, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried or aired in a manner which is visible from Common Areas or other Units, unless otherwise permitted by applicable law, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties.

Section 15.8 Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner of a Unit to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Unit.

Section 15.9 Outside Installations.

15.9.1 Common Areas. No exterior antennas, aerials, satellite dishes or other apparatus for the reception or transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon the exterior of any Unit or Common Area, except in compliance with any standards imposed by the Architectural Standards and subject to compliance with the Rules and Regulations of the Master Association and the Federal Communications Commission. The Declarant and/or the Master Association shall have the right,



without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized and require any such exterior apparatus. No radio station or shortwave operations of any kind shall operate from any Common Areas.

15.9.2 Units. No radio station or shortwave operations of any kind shall operate from any Unit. As provided under applicable federal law, certain antennae, aerials, satellite dishes and other reception apparatus may be installed on an Owner's Unit without architectural approval by the DRC, provided, the Master Association may require:

15.9.2.1 to the extent feasible, that any such improvements be in a location on such Unit which is not visible from the street;

15.9.2.2 that any such improvements be relocated or screened for safety reasons; or,

15.9.2.3 that any such improvements be relocated or painted to maintain the aesthetic appearance of the Property.

Provided, however, unless required for safety reasons, any such relocation or screening of such improvements shall not unreasonably delay or prevent the use thereof, unreasonably increase the cost thereof, or preclude the Owner of the Unit from receiving an acceptable quality signal therefrom. Owners are encouraged to review any proposed installation with the Master Association prior to installation.

Section 15.10 Subdivision of Unit and Time Sharing. No Unit shall be subdivided or its boundary lines changed, except with the prior written approval of the Board of Directors of the Master Association. The Board may permit a combination of adjacent Units to create one larger Unit for occupancy by a single family. Except as may otherwise be provided by Supplemental Declaration, in the event of a combination of two Units, the combined Unit shall be deemed to be two Units for purposes of voting and Assessments. Declarant and each Merchant Builder hereby expressly reserves the right to combine any Units which it owns, provided such combination shall not violate applicable zoning regulations.

No Unit shall be made subject to any type of timeshare program, interval ownership, vacation club or similar program whereby the right to exclusive use of the Unit rotates among multiple owners or members of the program on a fixed, or floating, time schedule over a period of years. This Section shall not prohibit ownership of a Unit intended for residential use by up to two (2) joint tenants or tenants-in-common, nor shall it prohibit ownership by an owner who is not a natural person.

Section 15.11 Firearms. The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless



of size. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Master Association shall not be obligated to take any action to enforce this Section.

Section 15.12 Irrigation. The Declarant shall install a master irrigation system which shall include pumps, irrigation wells and main water irrigations lines to service Areas of Common Responsibility, which shall be the responsibility of the Master Association. Merchant Builders shall be responsible to install the irrigation systems, including pump stations and controllers, within the Neighborhoods pursuant to irrigation plans approved by the Declarant. The components of the irrigation system falling within Neighborhoods shall become the maintenance responsibility of the applicable Neighborhood Associations. The Master Association shall have the right to withdraw water from either the lakes and/or wells within Lindsford; however, the Neighborhood Associations shall only have the right to withdraw water from the lakes located within or adjacent to such Neighborhood for irrigation purposes unless otherwise provided by the approved irrigation plans.

Section 15.13 Tents, Trailers and Temporary Structures. Except as may be permitted by the Board of Directors, no tent, utility shed, shack, trailer, outbuilding, or other structure of a temporary nature shall be placed upon any Unit.

Section 15.14 Insurance Rates. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on any property insured by the Master Association without the approval of the Board, nor shall anything be done or kept on any Neighborhood or the Common Areas which would result in the cancellation of insurance on any Property insured by the Master Association or which would be in violation of any law.

Section 15.15 Sight Distance at Intersections. All Neighborhoods located at street intersections shall be landscaped so as to permit clear sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem, as the same is determined by the Board of Directors. Any applicable laws, rules or codes regarding landscaping at intersections shall control over the terms of this Declaration and any requirements made on a Neighborhood Association regarding the same.

Section 15.16 Utility Lines. No overhead utility lines, including without limitation, lines for electric, telephone and cable television, shall be permitted within the Properties, except for temporary lines as required during construction and lines within the Property as the same exist on the date hereof.

Section 15.17 Wetlands, Lakes and Water Bodies. All lakes, ponds, canals, drainage facilities, flow-ways, wetlands and streams within the Properties, if any, shall be designated as aesthetic amenities only (except locations where fishing is expressly permitted) and no swimming, boating, playing or use of personal flotation devices, shall be permitted, unless specifically authorized by the Master Association. Areas within the Properties may be



designated as a conservation or preservation tract or buffer area or may otherwise be subjected to a conservation easement for the purposes of protection of wetlands, protected and endangered species and valuable habitat. The Master Association shall not be responsible for any loss, damage or injury to any Person or property arising out of the authorized or unauthorized use or lakes, ponds, canals, drainage facilities, flow-ways, wetlands, streams, conservation tracts, preservation tracts or buffer areas within the Properties.

Section 15.18 Recreational Facilities. Any pool, tennis, swimming, playground, or other recreation areas furnished by the Master Association, or any Neighborhood Association, or erected within the Properties shall be used at the risk of the user, and neither the Declarant, Master Association or any Neighborhood Association shall be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof. Each Owner agrees to indemnify, defend and hold harmless the Master Association, any Neighborhood Association, the Declarant their respective partners, shareholders, directors, officers, employees and agents for any claims, demands, losses, costs, fees and expenses related to, or in any way pertaining to, use of any recreational facilities furnished by Declarant, the Master Association or Neighborhood Association by each Owner, his family members, guests, lessees and invitees. Prior to Turnover, the Declarant and its affiliates and Merchant Builders designated by the Declarant have the right to schedule and hold marketing, promotional and other events using the recreational facilities within the Property, if any. Both before and after the Turnover, the Declarant and its affiliates and Merchant Builders further have the right to promote the Properties in advertisements, promotional materials and other promotional media by making reference to the recreational facilities, including use of photographs of the recreational facilities and activities taking place there. During such promotional events each Owner, his family members, guests, lessees and invitees may not be permitted full use of the facilities.

Section 15.19 Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties; (d) there is no door-to-door solicitation of residents of the Properties; and (e) the business activity is consistent with the residential character of the Unit and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family, and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be



considered a trade or business within the meaning of this Section nor shall the use of model units or sales centers by a Merchant Builder.

Section 15.20 Leasing of Units.

15.20.1 Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

15.20.2 Leasing Provisions. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. All leases shall be in writing except with the prior written consent of the Board of Directors. The tenants must be the lessee and members' of his or her family. The number of occupants must comply with applicable codes regarding the size of the Dwelling. The minimum lease term for any Unit within the Properties is one (1) month, and no more than four (4) leases may be made of any Unit in any one calendar year. The terms and restrictions on leasing of Units within a Neighborhood may be further restricted as provided in a Supplemental Declaration for a Neighborhood or the Neighborhood Documents.

Section 15.21 Landscaping. Each Neighborhood Association, or Owner, in a Neighborhood that is not maintained by a Neighborhood Association, shall be responsible for maintenance of landscaping of the Neighborhood or Unit (as applicable), including those areas immediately adjacent to the Neighborhood which are within or along lake or wetlands areas and roadway and swale areas. Installation and removal of landscaping shall be subject to the prior approval of the DRC. No trees or other landscaping shall be removed, except for diseased or dead trees or other landscaping, and trees or landscaping removed to promote the growth of other landscaping or for safety reasons, and such removal may be conditioned upon replacement of removed trees and landscaping, at the Neighborhood Association's expense.

Section 15.22 Septic Tanks. Septic tanks are not permitted on any portion of the property, except for sales centers and construction offices.

Section 15.23 Wells and Drainage. No private water system shall be constructed on any Unit. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant, the CDD or the Master Association may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself, the CDD and the Master Association a perpetual easement across the Properties for the purpose of altering drainage and water flow, provided the same shall not unreasonably interfere with the development of any Neighborhood within the Property.



Section 15.24 Approval by DRC. The following use restrictions are restrictions that permit or prohibit certain conduct or uses and require certain permitted uses to be approved by the DRC in accordance with ARTICLE 14. The following restrictions are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval in accordance with ARTICLE 14.

15.24.1 Signs. No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors, subcontractors and "For Sale", shall be erected within the Properties without the written consent of the DRC, except as may be required by legal proceedings or applicable law, and except signs, regardless of size, used by Declarant, its successor and assigns, and replacement of such signs (similar or otherwise). If permission is granted to any Owner to erect a sign within the Properties, the DRC reserves the right to restrict the size, color, lettering, height, material and location of the sign. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties be permitted within the Properties. No sign shall be nailed or otherwise attached to trees.

15.24.2 Driveways, Walkways and Mailboxes. All driveways, sidewalks and mailboxes shall be maintained in the style and color originally established or approved in accordance with ARTICLE 14. The DRC may, in its discretion, adopt a uniform style and color for mailboxes within the Property or any Neighborhood.

15.24.3 Pools. No above-ground pools shall be erected, constructed or installed on any Neighborhood.

15.24.4 Air Conditioning Units. No air conditioning units, other than the unit(s) as initially installed may be located on a Unit, except with approval of the DRC. All air conditioning units shall be placed at the side or rear of a Unit and shall be screened from view of Common Property and adjacent Units.

15.24.5 Lighting. Except for seasonal Christmas or holiday decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with ARTICLE 14.

15.24.6 Exterior Sculptures and Similar Items; Flags; Artificial Vegetation. All exterior sculpture, fountains, flags and similar items must be approved in accordance with ARTICLE 14; provided, however, that nothing herein shall prohibit the appropriate display of the American Flag or other official flags in accordance with 720.304, Florida Statutes, provided the DRC may adopt size restrictions applicable to banners and flags and related flag poles not inconsistent with Florida law. Artificial, non-living vegetation is not allowed.



15.24.7 Energy Conservation Equipment. No solar energy collector panels, or attendant hardware or other energy conservation equipment shall be constructed or installed on any Neighborhood, unless it is an integral and harmonious part of the architectural design of a structure and is approved in accordance with ARTICLE 14.

15.24.8 Fences. No dog runs, animal pens or fences of any kind shall be permitted on any Neighborhood, except as approved in accordance with ARTICLE 14.

15.24.9 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Neighborhood. Neighborhood Associations shall be permitted to install outdoor barbecue grills with the prior written approval of the DRC. Propane tanks for barbecue grills shall be installed below-ground. This Section shall not apply to the Declarant or its designee who may, but shall not be required to, provide an underground gas distribution system to service Neighborhoods and Common Areas. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

15.24.10 Play Equipment, Etc. All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored within Units or garages so as not to be visible from streets or property adjacent to a Neighborhood. No such items shall be allowed to remain on the Common Area or on Neighborhoods so as to be visible from adjacent property when not in use. Swing sets, basketball hoops, backboards and similar sporting or playground equipment shall not erected or placed on Neighborhoods without prior approval of the DRC.

15.24.11 Window Coverings. No external window covering, reflective window covering or iron or decorative bars(either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board of Directors of the Master Association. 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 moves into a Home or when permanent window treatments are being cleaned or repaired.

Section 15.25 Use of Common Areas. The Board of Directors will promulgate Rules and Regulations governing use of the amenities and Common Areas. Parents shall be responsible for all actions of their minor children at all times in and about Lindsford. Neither Declarant nor the Master Association shall be responsible for any use of the Common Areas by anyone, including minors.

Section 15.26 Completion and Sale of Homes. No person shall interfere with the completion and sale of homes within Lindsford. WITHOUT LIMITING THE FOREGOING,



EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT PICKETING AND POSTING OF SIGNS DEEMED BY THE BOARD OF DIRECTORS TO BE OFFENSIVE OR NOT IN THE BEST INTERESTS OF THE DEVELOPMENT, SALE AND ENJOYMENT OF LINDSFORD ARE STRICTLY PROHIBITED AND, UPON NOTICE, SUCH SIGNS SHALL BE PROMPTLY REMOVED. UPON NOTICE, THE MASTER ASSOCIATION HAS THE RIGHT TO REMOVE OFFENSIVE SIGNS, EVEN IF ON PRIVATE PROPERTY, AND TO IMPOSE FINES FOR SUCH OFFENSE. THE EXERCISE OF MASTER ASSOCIATIONS RIGHT TO REMOVE SIGNS SHALL NOT BE DEEMED A TRESPASS.