

Section 9. APPROVED BUILDERS; FEES FOR APPROVAL. The declarant may grant to certain contractors the right to build homes within the HAMMOCK LAKES COMPLEX on a preferred basis. Such contractors shall be referred to as the "Approved Builders". The Approved Builders shall have the right to have their plans approved on a master plan basis, and shall have the right to have all approval fees and construction inspection fees waived. In order to protect the quality and consistency of construction in the HAMMOCK LAKES COMPLEX, and in order to ensure that the construction meets the submission requirements, the Declarant, so long as it is in control of the Architectural Committee, reserves the right to charge a builder approval and inspection fee, and also a plan review fee. The builder approval and inspection fee shall be established by the Architectural Committee, from time to time, but shall not exceed Five Thousand (\$5,000) Dollars per Lot, and the plan review fee shall not exceed Five Hundred (\$500) Dollars per Lot. These fees may be imposed or removed by the Declarant, from time to time, at the election of the Declarant, on a lot by lot basis. These fees may also be waived, at the election of the Declarant, on a lot by lot basis. After the Architectural Committee is turned over to the Association (which need not occur at the time of the transfer of control to the Class A members) the Architectural Committee shall no longer be allowed to charge a builder approval fee, but shall be allowed to charge plan review fee and construction inspection fees, provided the plan review fee does not exceed the greater of the cost to the Association or Five Hundred (\$500) Dollars, and the inspection fee does not exceed the actual cost of the inspections to the Association.

Section 10. MINIMUM HOME SIZE AND OTHER RESTRICTIONS. Each Dwelling Unit built in the Hammock Lakes Complex shall: (i) contain no less than One Thousand Two Hundred Fifty (1250) square feet of air conditioned living area; (ii) have a minimum roof pitch of 5/12; (iii) be constructed with two (2) car garages; (iv) have a driveway constructed with concrete, pavers, stamped concrete or other material approved by the Committee, other than asphalt; and (v) be built using concrete block with a stucco finish.

ARTICLE X.

USE RESTRICTIONS

All of the Properties, including Lots and Dwelling Units thereon, shall be held, used and enjoyed subject to the following limitations and restrictions, subject, however, to the exemption of Declarant in Section 14 of this Article.

Section 1. NUISANCES. No noxious or offensive activity shall be carried on about any portion of the HAMMOCK LAKES COMPLEX, including the Dwelling Units and Lots, nor shall anything be done therein which may be

or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around any Dwelling Unit which is a source of annoyance to Owners or occupants thereof or which interferes with the peaceful possession or proper use of the Dwelling Units or the surrounding Common Properties. No loud noises or noxious odors shall be permitted in any Dwelling Units, Lots, or on the Common Properties, and the Board of Directors shall have the right to exercise reasonable discretion in determining, in accordance with the By Laws, if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers (other than intercom-like entrance or patio speakers), horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, non licensed off-road motor vehicles or any items which may unreasonably interfere with television, telephone or radio reception of any Owner, or which create a nuisance shall be located, used or placed on any portion of the Lots which are exposed to the view of other Owners (or in the case of noise generators, which are heard on other Properties in the HAMMOCK LAKES COMPLEX at a level which the Board of Directors reasonably determines to be offensive).

Section 2. SIGNS. No sign, poster, display, billboard or other advertising device of any kind (including real estate "For Sale" signs) shall be displayed to the public view on any portion of the Dwelling Units, Lots, Common Properties, or any portion of the HAMMOCK LAKES COMPLEX without the prior written consent of the Board of Directors, except signs, regardless of size, used by Declarant, its successors or assigns, for advertising during the construction and sale period of any and all of the HAMMOCK LAKES COMPLEX, and excepting such reasonable signs as Declarant shall authorize. Notwithstanding the foregoing, real estate "for sale" signs shall be limited to one per Lot, shall be placed in the front yard, and shall be no larger than six (6) square feet, may be mounted on the ground or on a 4" by 4" post, and shall contain no tag lines or sign attachments other than the realtor's name or a "sold" tag, unless rules and regulations are otherwise adopted by the Association, which rules and regulations shall only affect the size of allowable signage.

Section 3. PARKING, GARAGES, AND VEHICULAR RESTRICTIONS. Parking of vehicles by Owners, their guests, tenants or their invitees is hereby restricted to the enclosed garages constituting portions of their Dwelling Units, and paved driveway portions of Lots affording access thereto, unless otherwise authorized hereunder. Automobiles, vans, trucks and sport utility vehicles which are designed as noncommercial passenger vehicles with permanent rear seats and side windows, or other ground transport vehicles designed as noncommercial passenger vehicles,

may be parked upon the paved portions of Lots affording access to garages. Each Owner shall exercise due care to park and store overnight within his garage any vehicle on which commercial signs or lettering have been affixed, including any truck, or other commercial vehicle, it being intended hereby that trucks and commercial vehicles shall be kept clean and free of debris and portable materials. Trucks which are considered to be noncommercial vehicles under the provisions hereof, if parked in a driveway area and not in an enclosed garage, shall not have any material stored in the bed (other than a permanently affixed and well maintained tool box), which may be seen from any portion of the HAMMOCK LAKES COMPLEX. Automobiles and/or sport utility vehicles used for law enforcement, fire, and/or E.M.S. purposes in connection with a governmental entity, and automobiles and/or sport utility vehicles with permanently affixed decals, each less than one square foot (1.00 sq. ft.) per decal, shall not be considered commercial vehicles for purposes hereof. No Owner shall park, store or keep any other vehicle outside of his garage which is deemed to be a nuisance by the Board; unsightly, inoperative or damaged vehicles shall be treated as violations of this provision. No boats and trailers, or other recreational vehicles including campers, motorcycles, or mobile homes may be parked outside of Dwelling Unit garages. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the Properties visible from any Lot, or upon any portion of Lots other than garages.

Section 4. ANIMAL RESTRICTION. No animals (including livestock, reptiles or poultry) of any kind shall be raised, bred or kept on the Common Properties. No dog, cat or other pet may run loose and unattended on portions of the Lots other than enclosed rear yard areas. No animal maybe kept in any Dwelling Unit unless the animal is either a dog, a cat or another type of household pet (as defined by the Association). No Unit Owner may keep more than three pets, without the prior consent of the Board. No pets may be kept, bred or maintained for any commercial purpose nor may pets be kept which The Board determines are a nuisance or annoyance to neighbors. Owners must cleanup all wastes of their pets and dispose of them appropriately, and animal waste shall not be allowed on roadways or other areas determined, from time to time, by the Board of Directors of the Association. No dogs may be kept or left upon a Lot outside of a Dwelling Unit when such Dwelling Unit's Owner is not present. Violation of any provision of this Section shall entitle the Association to all of its usual rights and remedies (including, but not limited to, the right to fine Owners as provided herein, in the Association's Bylaws or in any applicable rules and regulations). So long as the Owner is not raising or breeding pets, this section shall not limit an Owner from keeping fish in an aerated home tank or a limited number of household pets which are permanently caged, and not taken outside the Dwelling Unit, (such as gerbils), provided the Association

shall have the right to adopt rules and regulations to limit or restrict the number and/or size of such animals in a household, prohibit certain types of caged animals allowed, and limit the cage size, to avoid such animals from becoming a nuisance.

Section 5. TRASH AND OTHER MATERIALS. No rubbish, trash or garbage or other waste material shall be kept or permitted on the Lots and/or any other portion of the HAMMOCK LAKES COMPLEX except in sanitary, self-locking containers screened from view by plantings, lattice work or other means of screening approved by the Architectural Committee, and located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render the HAMMOCK LAKES COMPLEX or any portion thereof unsanitary, unsightly, offensive or detrimental to Owners or to any other property in the vicinity thereof or to its occupants. The hanging and airing of clothing or household fabrics in such a way as to be visible is discouraged and shall only be undertaken upon retractable or removable line systems. No such fabrics shall remain in view for a period in excess of twenty-four hours. 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 except within an enclosed structure appropriately screened from view, except when accumulated during construction by Declarant or except when accumulated for imminent pickup and discard.

Section 6. TEMPORARY BUILDINGS. No outbuilding, tent, shack, shed or other detached temporary building or improvement of any kind shall be placed upon any portion of the Properties, either temporarily or permanently. The foregoing shall not be construed however, as a limitation upon either recreational structures or upon the installation of storage structures permanently affixed to a Dwelling Unit provided that the same have been approved by the Architectural Control Committee. Declarant shall be exempt from this Section.

Section 7. COMMON PROPERTIES FACILITIES. Nothing shall be altered or constructed in or removed from the Common Properties or from portions of Lots upon which entrance features are located except upon the written consent of the Board of Directors.

Section 8. RULES AND REGULATIONS. The Board may promulgate rules and regulations as to the use of the HAMMOCK LAKES COMPLEX which are in addition to restrictions, rules and regulations set forth elsewhere in this Declaration. Notwithstanding any other provision to the contrary in this Declaration, the Board may, from time to time as it deems necessary or prudent, amend, add to, delete or alter the rules and regulations as originally enacted (or as are then in effect) without necessity of amending this Declaration. A rule and regulation made, amended, added to, deleted or altered by the Board shall become effective

as and when copies of same shall be mailed to Owners. Each Owner, lessee, and their respective families, invitees and guests, and other users of the Properties must strictly adhere to the rules and regulations as the same may from time to time be amended, altered, added to or deleted, and to the restrictions, rules and regulations specified elsewhere in this Declaration. The Association shall have the rights, remedies and privileges specified in the Enforcement section of this Declaration to enforce such obligations, or the breach of any rule, regulation or restriction constituting a breach of the covenants of this Declaration. However, the Declarant, for so long as it shall be a Member shall be exempt from adherence to such rules and regulations.

Section 9. ALTERATIONS. No Owner shall cause or allow additions or changes to any exterior portion of his Dwelling Unit including, but not limited to, painting or other decorating of any nature, installing of any electrical wiring, television antenna, shutters, machinery or air conditioning units or in any manner changing the appearance of any exterior portion of such Dwelling Unit if prohibited by this Declaration, or, if not prohibited, without obtaining approval therefor as required below. No Owner shall cause or allow any changes or additions to the landscaping of his Lot, (including the removal of standard street scape trees unless such tree is replaced with the same type of tree) or pave or cover with artificial materials any portions thereof, or otherwise install or permit the placement of recreational personalty without obtaining approval therefor as required below. Approvals called for in this section shall mean receipt of such approvals from the Architectural Committee, as are required by Article IX hereof.

Section 10. GARAGE SALES; NO IMPROPER USES. No garage, estate or other type sales of used or new goods or property shall be conducted on a Lot, whether from the Dwelling Unit, the garage, the driveway, the front lawn or other portion of the Lot. This prohibition shall include sales in which the public is invited. This prohibition shall not include the sale of an automobile or tangible property where the sale is for a very limited number of items, where the means of advertisement for each item is in the classified section of a newspaper of general circulation, or the like, the advertisement describes each article for sale with particularity, the initial contact with a prospective purchaser is by phone, and where the automobile or other property is viewed on a one customer at a time basis and by appointment. No improper, offensive, hazardous or unlawful use shall be made of any Dwelling Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any Dwelling Unit shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Dwelling Unit as elsewhere herein set

forth.

Notwithstanding the foregoing, the Association may elect to hold a community wide garage sale or bazaar in which Lot Owners may sell new or used goods or property, provided however, that each sale sponsored by the Association shall be: (i) community wide; (ii) limited to no more than two (2) times per year; (iii) on either a Saturday, Sunday or both; and (iv) during hours established by the Association; but no longer than between the hours of 8:00 a.m. and 5:00 p.m. on the days of the sale.

Section 11. LEASES. No portion of a Dwelling Unit (other than an entire Dwelling Unit) may be rented. All leases shall provide, and be subject to the requirement that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, of the Articles of Incorporation and the Bylaws of the Association, of applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Dwelling Units. The Owner of a leased Dwelling Unit together with his tenant shall be jointly and severally liable to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into.

Section 12. EXTERIOR IMPROVEMENTS. Without limiting the generality of Section 9 of this Article, no Owner shall, without first obtaining approval therefor from the Association: (i) cause anything to be affixed or attached to, displayed or placed on, or hung from the exterior walls, doors, windows, patios, or fencing of his Dwelling Unit (including, but not limited to, awnings, signs, solar panels, storm or other shutters, screens, furniture, fixtures and equipment); or (ii) cause any additions to his Lot, including without limitation, installation of permanent barbecues, pools, spas, landscaping, or other fixtures or Improvements; or (iii) install or store in view from other Lots or from the Common Properties, swings, barbecues, basketball hoops, backboards and poles, or other recreational devices, flagpoles, lighting (whether for decoration, security, or any other purpose), or any other moveable personalty or fixtures. Approvals called for in this section shall mean receipt of such approvals from the Architectural Committee as are required by Article IX hereof. The Declaration authorizes the Architectural Committee to, among other things, refuse approval or require screening of such improvement or such other conditions deemed appropriate by the Architectural Committee prior to approving the installation of any exterior improvement.

Section 13. DECLARANT EXEMPTION. Declarant plans to cause the construction of Dwelling Units upon the HAMMOCK LAKES COMPLEX and may undertake the work of constructing other dwelling units and/or public or commercial improvements upon other portions of the HAMMOCK LAKES COMPLEX.