

as an Individual Assessment only against the Owners identified by as provided above as being authorized and entitled to utilize and realize the benefits of the Limited Common Area. Additionally, any matter arising under this Declaration and pertaining to the Limited Common Area and requiring a vote of members of the Association, shall be decided by a vote of only those members that have been identified herein as being authorized and entitled to utilize and realize the benefits of the Limited Common Area.

## ARTICLE XII

### DECLARANT AND ASSOCIATION LIABILITY

NEITHER DECLARANT, NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTIES. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DECLARANT, NOR THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AND DETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR THE USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHYABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTIES, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTIES MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTIES, ALL OWNERS OR USERS OF SUCH PROPERTIES SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

## ARTICLE XIII

### USE RESTRICTIONS

The following Use Restrictions shall apply to all Residential Dwellings within HAMMOCKS CAPE HAZE; provided, however, Neighborhoods may be subject to more restrictive use restrictions as adopted by the Board of Directors or additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Each Owner must comply with the following:

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

Section 2 Cars and Trucks.

(a) Parking. Owners' automobiles shall be parked in the garage, driveway, or parking lot, as appropriate, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of HAMMOCKS CAPE HAZE except on the surfaced parking area thereof. To the extent HAMMOCKS CAPE HAZE has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in HAMMOCKS CAPE HAZE except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in HAMMOCKS CAPE HAZE.

(b) Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on HAMMOCKS CAPE HAZE for more than twelve (12) hours, except in the garage of a Residential Dwelling. No repair or maintenance, except emergency repair, of vehicles shall be made within HAMMOCKS CAPE HAZE, except in the garage of a Residential Dwelling. 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, limousines, recreational vehicle, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within HAMMOCKS CAPE HAZE except in the garage of a Residential Dwelling. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational 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. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Declarant. 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 on HAMMOCKS CAPE HAZE. For any Owner who drives an automobile issued by the County or other governmental entity (*i.e.*, police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Residential Dwelling. No vehicle shall be used as a domicile or residence either temporarily or permanently.

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

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Section 3 Commercial Activity Except for normal construction activity, sale, and re-sale of a Residential Dwelling, sale or re-sale of other property owned by Declarant, administrative offices of Declarant and operation of the Club, no commercial or business activity shall be conducted within HAMMOCKS CAPE HAZE, including without limitation, within any Residential Dwelling. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a Residential Dwelling business office within a Residential Dwelling for such Owner's personal use, provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Residential Dwellings unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within HAMMOCKS CAPE HAZE. No solicitors of a commercial nature shall be allowed within HAMMOCKS CAPE HAZE, without the prior written consent of Association. No day care center or facility may be operated out of a Residential Dwelling. No garage sales are permitted, except as permitted by Association.

Section 4 Completion and Sale of Residential Dwellings. No person or entity shall interfere with the completion and sale of Residential Dwellings within HAMMOCKS CAPE HAZE. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF RESIDENTIAL DWELLINGS; 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 RESIDENTIAL DWELLINGS IN HAMMOCKS CAPE HAZE AND THE RESIDENTIAL ATMOSPHERE THEREOF.

Section 5 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ARC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout HAMMOCKS CAPE HAZE.

Section 6 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of HAMMOCKS CAPE HAZE without the prior written approval of the ARC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Residential Dwelling and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ARC may establish standards for holiday lights. The ARC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Residential Dwelling).

Section 7 Disputes as to Use. If there is any dispute as to whether the use of any portion of HAMMOCKS CAPE HAZE complies with this Declaration, such dispute shall, so long as there is a Class B member, be decided by Declarant, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 8 Garages. Residential Dwellings may have their own garage. No garage shall be converted into a general living area unless specifically approved by the ARC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

Section 9 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Residential Dwelling.

Section 10 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of HAMMOCKS CAPE HAZE. 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 HAMMOCKS

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CAPE HAZE shall be the same as the responsibility for maintenance and repair of the property concerned

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Section 11. Leases Residential Dwellings 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 Residential Dwelling. Individual rooms of a Residential Dwelling may not be leased on any basis. No transient tenants may be accommodated in a Residential Dwelling.

Section 12. Minor's Use of Club Facilities Parents shall be responsible for all actions of their minor children at all times in and about HAMMOCKS CAPE HAZE. Declarant and Association shall not be responsible for any use of the facilities by anyone, including minors. Rules and Regulations governing the use of the Club by children under the age of eighteen (18) may be adopted by the Association from time to time.

Section 13. 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 HAMMOCKS CAPE HAZE is permitted. No firearms shall be discharged within HAMMOCKS CAPE HAZE. Nothing shall be done or kept within the Common Areas, or any other portion of HAMMOCKS CAPE HAZE, including a Residential Dwelling which will increase the rate of insurance to be paid by Association.

Section 14. Oil and Mining Operations No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on HAMMOCKS CAPE HAZE, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on HAMMOCKS CAPE HAZE. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any upon or on HAMMOCKS CAPE HAZE.

Section 15. Signs and Flags No sign (including brokerage or for sale/lease signs), flag, banner sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of HAMMOCKS CAPE HAZE that is visible from the outside without the prior approval being first obtained from the ARC as required by this Declaration; provided, however, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful way; provided, further, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans' Day Owners may display an official flag of the United States Army, Navy, Air Force Marine Corps and Coast Guard. Flags may not exceed 4 1/2 feet by 6 feet.

No "for sale," "for rent" signs or other signs advertising the sale, renting or leasing of a Residential Dwelling shall be displayed on or within any Residential Dwelling. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Residential Dwellings shall be permitted. No signs shall be permitted to be displayed on or within vehicles parked or kept within HAMMOCKS CAPE HAZE and visible from the outside, including without limitation, lettering or display on a vehicle used in a trade or business.

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 HAMMOCKS CAPE HAZE such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Residential Dwellings. The prohibitions on signs displayed on or within vehicles 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 services and other commercial services.

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Section 16. Sports Equipment No recreational, playground or sports equipment shall be installed or placed within or about any portion of HAMMOCKS CAPE HAZE. No basketball backboards, skateboard ramps, or play structures will be permitted

Section 17. Swimming, Boating and Docks Swimming is prohibited within any of the lakes or waterbodies within or adjacent to HAMMOCKS CAPE HAZE. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any waterbody

Section 18. Wetlands and Mitigation Areas It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state

Section 19. 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 moves into a Residential Dwelling or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Residential Dwelling without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Residential Dwelling without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

#### **ARTICLE XIV**

#### **CLUB PLAN**

Section 1. Benefits of Club Association and each Owner, by acceptance of title to a Residential Dwelling, ratify and confirm this Club Plan and agree as follows:

(a) Term and Covenant Running with Land The terms of this Club Plan shall be covenants running with HAMMOCKS CAPE HAZE in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every portion of HAMMOCKS CAPE HAZE which can be improved with a Residential Dwelling shall be burdened with the payment of Annual Assessment, which shall include costs and expenses in connection with the Club Plan. Every Owner, by acceptance of a deed to any Residential Dwelling, shall automatically assume and agree to pay all Annual Assessments owing in connection with such Residential Dwelling.

(b) Value By acceptance of a deed, each Owner acknowledges that the automatic membership in the Club granted to Owners and Lessees renders ownership of HAMMOCKS CAPE HAZE and any part thereof more valuable than it would be otherwise. All Owners and Declarant agree that the provisions and enforceability of this Club Plan are mutually beneficial. Each Owner acknowledges that Declarant is investing substantial sums of money and time in developing the Club Facilities.

(c) Disclosure Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Residential Dwelling and each Owner has, or was afforded the opportunity to, consult with an attorney

(d) Non-Exclusive License The provisions of this Club Plan do not grant any ownership rights in the Club in favor of Club Members but, rather, grant a non-exclusive license to use the Club subject to full compliance with all obligations imposed by this Club Plan.

Section 2. Rights of Club Members Each Club Member and his Immediate Family Members, his and their guests and invitees, shall have such non-exclusive rights and privileges to use the