

Whitemarsh Reserve Homeowners Association, Inc.

15. Use Restrictions. Each Owner must comply with the following:

15.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

***15.2 Animals.** No animals of any kind shall be raised, bred or kept within Whitemarsh Reserve for commercial purposes. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep ~~up to two (2)~~ domestic pets as permitted by Martin County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pets shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Whitemarsh Reserve designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

15.3 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved by the ACC.

15.4 Cars and Trucks.

15.4.1 Parking. Owners' automobiles shall be parked in the garage, driveway or parking lot, if provided and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Whitemarsh Reserve or a Lot except on the surfaced parking area thereof. Parking of vehicles on any sidewalk or bike path in Whitemarsh Reserve PUD is specifically prohibited. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. To the extent Whitemarsh Reserve 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, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in Whitemarsh Reserve 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 the driveway of a Home (not blocking the sidewalk) may be parked in Whitemarsh Reserve.

15.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Whitemarsh Reserve for more than twelve hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Whitemarsh Reserve, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

15.4.3 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 Whitemarsh Reserve except in the garage of a Home. 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. 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 Whitemarsh Reserve. 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 Home. No vehicle shall be used as a domicile or residence either temporarily or permanently. Notwithstanding the foregoing, each Owner of a Home acknowledges that such Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees shall abide by all parking regulations issued by the City.

15.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

15.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, and administrative offices of Developer or Builders, no commercial or business activity shall be conducted in any Home within Whitemarsh Reserve. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Whitemarsh Reserve. No solicitors of a commercial nature shall be allowed within Whitemarsh Reserve, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

15.7 Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Whitemarsh Reserve. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A HOME, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF *NEGATIVE* SIGNS OR POSTINGS OF *NEGATIVE* WEB SITES ON THE INTERNET, *NEGATIVE* ADVERTISING AND *NEGATIVE* INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN WHITEMARSH RESERVE AND THE RESIDENTIAL ATMOSPHERE THEREOF.

15.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of a management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

15.9 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 ACC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout Whitmarsh Reserve.

15.10 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 Whitmarsh Reserve without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home 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 ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

15.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of Whitmarsh Reserve complies with this Declaration, such dispute shall be decided by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

15.12 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas and /or Homes. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers), or additions by Owner, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to the ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the "adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

15.13 Driveway Repair Easement. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Home, including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

15.14 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have any responsibility of any nature relating to any unoccupied Home.

15.15 Fences and Walls. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed except for perimeter areas screened by landscaping as permitted by this Declaration. All screening, screened enclosures and/or balcony or patio enclosures, including, without limitation, addition of vinyl windows and decks, shall have the prior written approval of the ACC. Fences on the sides of a Home shall be six (6) feet or less, made of wood (natural wood, white or other color approved by the ACC) or shadowbox. The rear of lakefront Lots may only be fenced with white aluminum picket fence, no higher than four (4) feet.

15.16 Fuel Storage. No fuel storage shall be permitted within Whitmarsh Reserve, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices and as otherwise permitted by this Declaration.

15.17 Garages. Each Home may have its own garage. No garage shall be converted into a general living area unless specifically approved by the ACC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

15.18 Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. Trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up, and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up.

15.19 General Use Restrictions. Each Home, the Common Areas and any portion of Whitmarsh Reserve shall not be used in any manner contrary to the Association Documents.

15.20 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

15.21 Irrigation. The water used in the irrigation system is not suitable for drinking. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining to such Owner's Home, Lot, or personal property located within such Home or Lot. Association may require, from time to time, that Owner's adopt systems to prevent stains (e.g. automatic deionization systems). Developer is not providing any irrigation to the Homes. An Owner whose Home adjoins a waterway or lake may utilize the waterway or lake to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Any use of lake water is at the Owner's sole risk as chemicals are used to control aquatic vegetation in lakes. Association may use waterways and lakes to irrigate Common Areas subject to applicable permitting and Developer shall not be liable for same. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer, SFWMD and/or Association shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of Association or an Owner, shall be the maintenance obligation of the Association and shall be deemed part of the Common Areas.

15.22 Landscape Lighting. No landscape lighting shall be installed by an Owner without prior written approval of the ACC.

15.23 Lake and Canal Slopes. The rear yard of some Homes may border lakes and canals forming part of the Common Areas. The Association will maintain portions of the Common Areas contiguous to the rear lot line of such Home which comprises part of the lake slopes and banks and/or canal slopes and banks to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. The Owner of each Home bordering on the lake and canals shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each Owner hereby grants the Association an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this Section.

15.24 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 Home, Lot or Parcel. No clothes drying area may be placed in Whitmarsh Reserve except within the boundaries of a Lot. No clothes drying area may be placed on any Lot until its location and material for the clotheslines have been submitted to and approved by the ACC. No outdoor clothes drying area shall be allowed on any Lot except in the rear of the Lot. In the case of corner Lots, the clothes drying area shall not be placed within twenty-five (25') feet of the Lot's street side property line. The clothes drying area shall be located and screened so it is not readily visible from abutting or nearby Lots or streets.

15.25 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Whitmarsh Reserve. 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 Whitmarsh Reserve shall be the same as the responsibility for maintenance and repair of the property concerned.

***15.26 Leases.** Homes 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 Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association ~~if so requested by Association~~. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than ninety (90) days. All leases require Association Approval, shall be on forms approved by Association and shall provide (or if not provided, shall automatically be deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Whitmarsh Reserve or administered by Association. Effective as of the date of recording of the First Amendment to this Declaration, each Owner hereby acknowledges and agrees that any and all leases entered into by such Owner in connection with his or her Home shall be deemed to incorporate by this reference a collateral assignment of rent and leases in favor of the Association, which collateral assignment of rent and leases shall provide that in the event such Owner leases his or her Home is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including but not limited to: (i) collection of rents now due or that become due directly from such Owner's tenant(s) (or other party in possession of the Home); and/or (ii) pursuing any and all legal remedies available against such Owner and/or such Owner's tenant(s) including, but not limited to, actions for eviction of such Owner's tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's sole cost and expense. No subleasing or assignment of lease rights by the tenant is permitted. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Additionally, as a condition to the approval by Association of a proposed lease of a Home, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by the Association. The security deposit shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the cost of background checks on tenant. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

15.27 Minor's Use of Facilities. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her home. Neither Developer nor Association shall be responsible for any use of the facilities by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

15.28 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 Whitmarsh Reserve is permitted. No firearms shall be discharged within Whitmarsh Reserve. Nothing shall be done or kept within the Common Areas, or any other portion of Whitmarsh Reserve, including a Home or Lot which will increase the rate of insurance to be paid by Association.

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

15.30 Paint. Townhomes shall be repainted by Association in accordance with Section 12.4 herein. The exterior of any Townhome

Building shall be uniformly maintained including, but not limited to, painting and pressure cleaning, all of which may be required to be performed at the same time by the same contractor as required by the ACC.

15.31 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Parcel, Lot or Home, or any other portion of Whitemarsh Reserve, which is unsightly or which interferes with the comfort and convenience of others.

15.32 Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

15.33 Prohibited Activities Within Preserve Areas. Prohibited activities in Preserve Areas or easements within Preserve Areas include, but are not limited to: (i) construction or placing of building materials on or above the ground; (ii) dumping or placing soil or other substances such as garbage, trash, and cuttings; (iii) removal or destruction of native trees, shrubs or other native vegetation; (iv) excavation, dredging or removal of soil materials; (v) diking or fencing; (vi) vehicular traffic including recreational vehicle and off-road vehicle use; (vii) permanent irrigation, trimming, pruning, or fertilization; and (viii) any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation. Buildings proposed to be located adjacent to Preserve Areas shall be set back a minimum of ten (10) feet to allow for construction and maintenance without encroaching into such Preserve Areas. All other structures (e.g., pools, sheds, decks, fences) shall be set back a minimum of five (5) feet from any Preserve Area boundary. Development activities such as the construction of building pads for associated structures, swales, or culverts for surface water management should not alter the hydrology of adjacent Preserve Areas nor should any activities increase non-point source pollution in such Preserve Areas. No hazardous material other than fuel for refueling on-site heavy equipment shall be stored during the construction phases. On-site fuel tanks shall not be located within twenty-five (25) feet of any Preserve Areas and shall be removed upon completion of construction activities. Prior to clearing any portion of Whitemarsh Reserve, Developer shall ensure that all Preserve Areas and wetlands are protected with physical barriers during all clearing and construction activities in accordance with the Preservation Plan.

15.34 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Whitemarsh Reserve, change the level of the land within Whitemarsh Reserve, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Whitemarsh Reserve. Owners may place additional plants, shrubs, or trees within any portion of Whitemarsh Reserve with the prior approval of the ACC.

15.35 Roofs. Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. Notwithstanding Association's responsibility to paint, each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing or roof repair and may collect the costs thereof as part of Operating Costs or Reserves.

15.36 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must first be approved by the ACC in order to address the safety and welfare of the resident of Whitemarsh Reserve. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

15.37 Screened Enclosures. No screened enclosures shall be permitted without the prior written approval of the ACC.

15.38 Septic Tanks. Septic tanks are prohibited.

15.39 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

15.40 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 portion of Whitemarsh Reserve that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided, however, signs required by governmental agencies and approved by the ACC may be displayed (e.g. permit boards). All "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than 12" x 12". No sign may be placed in the window of a Home. No in-ground flag poles shall be permitted within Whitemarsh Reserve, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36", attached to a Home and displayed for the purpose of a holiday, and United States of America flags, shall be permitted without ACC approval. Notwithstanding the foregoing, no ACC approval is necessary for the installation of an American flag, up to two feet (2') by four feet (4') in size, posted on a three-foot (3') pole and attached at a forty-five degree (45°) angle from the Home.

15.41 Soil Removal. Without the prior consent of the ACC, no Owner shall remove soil or change the level of the land within any portion of Whitemarsh Reserve, or plant landscaping which results in any permanent change in the flow of drainage of surface water within Whitemarsh Reserve.

15.42 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Whitemarsh Reserve without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are

*Revised as per First Amendment recorded 5.6.2009

permitted within Lots.

15.43 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Any boat stored on a Lot must be screened by landscaping, fencing or walls approved by the ACC so that such boat is not visible from the street. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

15.44 Subdivision and Regulation of Land. No portion of any Home, Lot or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Whitmarsh Reserve, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

15.45 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Whitmarsh Reserve or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

15.46 Swimming, Boating and Docks. Swimming is prohibited within any of the lakes or waterbodies within or adjacent to Whitmarsh Reserve (the "Lakes"). No watercrafts of any kind are permitted in the Lakes. No docks may be erected within the Lakes.

15.47 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

15.48 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

15.49 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

15.50 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.

15.51 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

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

15.53 Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Home.

22.8 Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant or any person present in any Home or any portions of Whitmarsh Reserve, other than an Owner and the members of his/her immediate family permanently residing with him/her in the Home, if such person shall violate any provisions of the Association Documents or shall create a nuisance or an unreasonable and continuous source of annoyance to a resident of Whitmarsh Reserve in Association's sole discretion, or shall willfully damage or destroy any of the Common Areas or personal property of Association, then upon written notice by Association, such person shall be required to immediately leave Whitmarsh Reserve and if such person does not do so, Association shall be authorized to commence an action to evict such tenant or compel such person to leave Whitmarsh Reserve and, where necessary, to enjoin such person from returning, any expense incurred by Association in connection with any such action including, without limitations, attorneys' fees, shall be charged by Association to applicable Owner of such Home as an Individual Assessment.

30.1.2 Lease. No Owner may transfer possession of a Home or any interest therein by lease for any period without approval of Association. The renewal of any lease, including any lease previously approved by Association under this Section 15.26 Shall be re-submitted for approval by Association. No Owner may transfer possession of a Home or any interest therein by lease for any period until such Owner is current in payment of all assessments due to Association under the terms of this Declaration, and Association shall have the right to withhold approval of any lease until such time as the Owner is current in payment of such Assessments.