

Architectural Control

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the properties nor shall any exterior addition or change or alteration therein including a change of the building exterior paint, color or mailbox be made nor shall any improvements be made within the Individual's Lot line or property line until the plan and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications deemed sufficient by the Board have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with nothing contained herein shall relieve the Owner from the responsibility of obtaining proper governmental approvals and permits. This Article shall not apply to any structures built by, on behalf of and/or sold by Developer, its successors and assigns.

BUILDING RESTRICTIONS

Section 1 Land Use. Building Type and Architectural Control

No Lot shall be used except for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than for single family occupancy with and shall not exceed the height of the building as constructed by Developer and private enclosed garage for cars.

No structural additions or alterations may be made to a Unit, other than erection or removal of non-support carrying interior partitions wholly within the Lot and the addition of amenities as set forth in Article XI hereof.

No Owner shall divide or subdivide a Unit or Lot for purposes of sale or lease and no portion less than all of any unit, nor any easement or other interest granted herein, shall be conveyed or transferred by an Owner. This provision shall not prohibit corrective deeds, deeds to resolve boundary line disputes and other similar corrective documents.

No Unit Owner may lease less than an entire Unit nor lease an entire Unit for less than thirty (30) days, so that the high quality of Eden Harbor shall be maintained and shall not become a lodging facility for transients.

Section 7 Wells and Septic Tanks No individual wells will be permitted on any Lot within Eden Harbor, and no individual septic tanks will be permitted on any Lot within the Property. This restriction will be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each Lot on which a completed building is located Within Eden Harbor by a lawful franchise holder or its equivalent.

Section 8 Nuisances No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which shall constitute a violation of any Federal, state or county law, ordinance, rule or regulation.

No Lot Owner may utilize any portion of the Common Areas, including any Common Easements in a manner that abridges the equal rights of the other owners to their use and enjoyment.

No Lot owner may obstruct the Common Areas or other common means of ingress and egress to other Lots or Common Areas within the Property.

Section 9 Temporary Structures and Use No structure of a temporary character, such as but not limited to, a trailer, utility shed, garage, bam or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporally. No canvas, pipe or other type of carport shall be placed on any Lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the Townhouses to be erected within the Property, no gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any of the Units built within the Property or any ancillary building.

Section 10 Pets No animals, livestock, or poultry of any kind, other than common, traditional house pets (i.e. dogs, cats, fish and caged birds, shall be kept by an Owner or his family members, guests, invitees or lessees, provided, however, that (a) no animals whatsoever may be kept or maintained for commercial purposes, (b) no animals shall be permitted to remain on any portion of the properties which become an unreasonable nuisance or annoyance to other owners and (c) any Animal kept by an owner shall be kept subject to any rules and regulations which may be promulgated from time to time by the Board. In no event shall dogs or cats be permitted upon the open areas unless under leash. Any owner who keeps a Pet thereby agrees to

indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of any such pet.

Section 11 Clotheslines No clotheslines shall be placed and no clothes drying shall be undertaken or permitted upon the properties, provided, however, that upon written request to the Board by a majority of the owners of the Association, the Board may, upon its sole discretion, permit on a revocable basis the locating of collapsible, retractable or umbrella type clothes lines or other equipment in the area designated of the particular Unit whose owner(s) have made such request which location shall be the least visible to other Units.

Section 12 Barbecues: Barbeques may be located or permitted within a rear yard of a Lot and upon such portions of the open areas as are, from time to time, designated by the Association, provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

Section 13 Commercial and Recreational Vehicles No truck, boat, trailer, motorcycle, motor home, camper or van of any kind shall park or be parked at any time on the properties unless it is a commercial vehicle in the process of being loaded or unloaded or unless such vehicle is used by an owner, his family, guests, invitees or lessees as part of his normal course of business or as a regular means of transportation of his family and can be parked in the garage, and provided further that no vehicle which exceeds the dimensions of the garage on a Unit shall be permitted to park or be parked overnight on the properties. Notwithstanding the prior provision to the contrary, the Board may, in Its sole discretion, designate portions of the open areas for the parking of oversized commercial or recreational vehicles, trailer, motor homes, campers, vans or boats. The Board may cause any vehicle in violation of this rule to be towed away with the costs to be borne by the vehicle owner or operator.

Section 14. Standing Cvcles or Other Items No bicycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or be permitted to stand for any period of time on a Common Area or other part or the properties except in the garages of each Townhouse and except in accordance with the rules and regulations promulgated from time to time by the Board.

Section 15 Antenna and Aerials No radio or television antenna or any wiring for any purpose on the exterior of a Unit shall be erected without the prior written consent of the Board of Directors of the Association, except if installed by Developer. The approval of the Board of Directors of the Association for any of the above Instances shall not affect the authority of the Board of Directors to withhold its approval in any other instance

whatsoever. The Board of Directors may regulate the placement of any radio or television antennae or satellite dishes in a manner consistent with all federal, state and local regulations.

Section 16 Litter and Garbage Collection No articles of personal property shall be hung or shaken from the doors or windows of any Townhouse. No owner shall sweep or throw from his Townhouse any dirt or other materials or litter in any way the properties within the Eden Harbor Project. No garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept on any part of the properties within Eden Harbor, except in closed containers, dumpsters, or other sanitary garbage collection facilities established within the Common Areas by either the Developer or the Association, and, in all instances, shall be within proper sized, closed plastic disposable bags placed within such collection facilities to be located within the Common Areas in accordance with rules and regulations promulgated by the Board. Garbage that is placed for pickup shall be located within such facilities located within the Common Areas of the Property and shall not be left next to a Unit for any reason.

Section 17 Personal Property No articles of personal property of owners shall be placed on the Lot or the properties unless such articles are being used by owners in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated from time to time by the Board.

Section 18 Notices No sign, advertisement, notice, lettering or descriptive design shall be posted, displayed, inscribed or affixed to the exterior of a Unit. One "For Sale" or similar sign not exceeding four (4) square feet may be displayed or placed upon a Lot by its owner without the prior written approval for same from the Board. Any sign approved by the Board for display shall be no larger than four (4) square feet. Developer may display any sign which it deems, in its sole discretion, is necessary.

Section 19 Removal of Sod and Shrubbery, Additional Planting No sod, topsoil, trees or shrubbery shall be removed from the properties, no change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental provided, however, that owners may place additional plants or trees upon their respective Lots after presentation to the Board of a landscape plan detailing the location, type and size of the proposed plantings and the subsequent issuance by the Board to the Owner of a written approval.

In the event any owner places additional plants or trees without first obtaining the consent of the Board on either the front or back of his Lot, the Association shall no longer be responsible for mowing and maintaining the front or back of such Lot, as the case may be, and such owner shall thereby assume responsibility for maintaining such portion of his Lot.

Section 20 Increases In Insurance Rates No owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the properties.

Section 21 Awnings and Shutters No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building unless such awnings, canopies or shutters have been approved by the Board or the Architectural Control Committee, which appearance may be based on the aesthetic appearance of the properties.

Section 22 Utility Additions No additional utility system, including without limitation water, sewage, electrical, air conditioning, and heating systems, lines, ducts, conduits, pipes, wires or fixtures, shall be added to service any Unit without the prior written consent thereto by the Board which consent shall not be unreasonably withheld if such addition complies with all applicable ordinances, requirements and regulations of governmental authorities and such additions cause no damage or impairment of additional costs and the use or aesthetic appearance of any of the properties or any part or parts thereof are not impaired.

Section 23 Additions to Units, Fences No Unit shall be enlarged by any addition without the prior written consent thereto from the Board or the Architectural Control Committee. Consent to such additions may be granted provided the same are located within the Lot of the owner seeking such addition and provided same in the sole discretion of the Board or Architectural Control Committee do not damage or impair the aesthetic appearance of the properties. No fences or other type banners shall be erected, constructed or installed along the front, rear and/or side of any unit unless it conforms to the designs originally constructed or available for construction by Developer for a Unit.

Section 24 Improvements No Owner shall make any additions, improvements or alterations to or remove any of the common structural elements, the exteriors of the Units or any part or parts thereof, including without limitation the painting, staining or

varnishing of the exteriors of the Unit without the prior written approval thereof by the Board or Architectural Control Committee.

Section 25 Casualties In the event that a Unit or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the open areas are damaged or destroyed by casualty or otherwise, the owner thereof shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association) and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of terms of this Declaration.

Section 26 Reconstruction Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit or open areas or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board and all of the owners who contribute towards the payment of maintenance expenses thereof.

Section 27 Restrictions Uniform The Restrictions provided in this Declaration are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Developer may execute and deliver conveying land to the Property, whether or not specific mention of the restrictions is made in such deeds or other instruments of conveyance. The owner or occupant of each and every Parcel within the Property, by acceptance of title thereto or by taking of land constituting all or any portion of the Property, thereby covenants and agrees for himself, his heirs, executors, administrators, successors, and assigns, that he will comply with and abide by each of the Restrictions contained in this Declaration of Restrictions and that he will exert his best efforts to keep and maintain the land in the Property and the Eden Harbor Project as an area of high standard.

Section 28 Remedies for Violation Parcel Owners shall abide by each and every Rule and Regulation promulgated from time to time by the Board. The Board shall give an Owner in violation of the Rules and Regulations or these Restrictions, written notice of the violation by U S Certified Mail, return receipt requested, and such Owner shall have thirty (30) days in which to cure the Violation.

Until the Developer has closed on the sale of all of the Units/Parcels in Eden Harbor, neither the Owners or their use of the Property, nor the Association nor any provision of this Declaration shall interfere with the development, construction, marketing and sale of the remaining Units/ Parcels. The Developer may make such use of the unsold Units, Parcels, and/or Common Areas as may facilitate such completion

and sale, including, but not limited to maintenance of a sales office, showing the Property and individual Parcels thereof, and displaying signs.