

## ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions and easements are herewith imposed on the Property:

Section 1. Residential Use of Property. All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or Builder of homes in THE LINKS from using any Lot owned by Declarant or such Builder of homes for the purpose of carrying on business related to the development, improvement and sale of Lots; provided, further, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings.

Section 2. Setbacks and Building Lines.

(a) Dwellings: Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines shown on the plat or required by Law. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates or encroaches upon the building and setback lines shown on the Plat or required by Law. Front, rear and side setback requirements as established by law at the time of recordation of this Declaration or as subsequently approved by government agencies. Notwithstanding the foregoing, each dwelling shall have a minimum front setback requirement of 20 feet;

provided, however, that the Architectural Control Committee, in its sole and absolute discretion, may waive said 20 feet front setback requirement on a case by case basis.

(b) Walls and Fences: All fences and walls shall be subject to the prior written approval of the Architectural Control Committee, and shall comply with all governmental requirements. Wood fences shall be placed so that the posts shall be placed on the inside of the fence and the side without any supports shall face out from the lot. Fences in the rear yard on Lots bordering the golf course shall be four (4) feet in height. No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than the minimum building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized, except that this restriction shall not apply to fences or walls which have been approved by the Architectural Control Committee pursuant to this Declaration.

(c) Terraces, Eaves and Detached Garages: For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a Structure, shall not be considered as a part of the Structure. No side yard shall be required for any detached garage or accessory outbuilding which has been approved, in writing, by the Architectural Control Committee; provided, all such detached Structures must not encroach upon any

side or rear setback line or upon the Lot of an adjacent Owner or upon any easement as set forth herein.

Section 3. Building Requirements. The living areas of the main structure, exclusive of open porches, garages, carports, patios, gazebos and breezeways, shall be 2,000 square feet.

Section 4. Delivery Receptacles and Property Identification Markets. The Architectural Control Committee shall have the right to approve the location, color, size, design, lettering and all other particulars of receptacles for the receipt of mail, newspapers or similarly delivered materials, and of name signs for such receptacles, as well as property identification markers.

Section 5. Use of Outbuildings and Similar Structures. No Structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this Section shall not be construed to prevent the Declarant and those engaged in construction from using sheds or other temporary structures during construction.

Section 6. Completion of Construction. The Association shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any residence or Structure not completed within one (1) year from the date of commencement of construction. The construction of any dwelling, or repair or replacement of any dwelling damaged by fire or otherwise, or other Structure must be promptly undertaken and pursued

diligently and continuously to substantial completion by its Owner without unreasonable delay. Without limitation, if any Owner leaves any dwelling or Structure in an incomplete condition for a period of more than six (6) months, then the Association may complete all required restoration or construction, or may raze and otherwise remove the incomplete Structure from such Owner's Lot, by a vote of not less than two-thirds (2/3) of the members of the Board after reasonable notice to, and reasonable opportunity to be heard by, the Owner affected. All costs so incurred by the Association may be specifically assessed against such Lot as provided in Article IV, herein.

Section 7. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that two (2) dogs, or two (2) cats or other small common conventional household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions.

Section 8. Offensive Activities. No noxious, offensive or illegal activities shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in THE LINKS.

Section 9. Signs. No advertising signs or billboard shall be erected on any Lot or displayed to the public on any Lot except One (1) professional customary sign of not more than four (4) square feet in area may be used to advertise the Lot for sale or rent. Said sign shall be placed in the front yard only. This restriction

shall not apply to signs used to identify and advertise the subdivision as a whole, nor to signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control Committee. Also, the provisions of this Article shall not apply to anyone who becomes the Owner of any Lot as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.

Section 10. Perimeter Screening. Any and all walls, fencing, landscaping, or other screening installed by Declarant on or along the perimeter of the Property as part of the Work and any signs located thereon, except the walls, fencing, landscaping, other screening and signs on the Wall and Planter Easements, will constitute an improvement to each Lot upon or along which it is situated and the property of the Owner of such Lot, who will be responsible for all costs of maintaining, repairing and replacing both the exterior and interior portion situated on or along such Lot. Any such wall shall be considered part of the perimeter screening regardless of whether it is located in a public right-of-way on a Lot. To assure visual uniformity on the side of all walls, fencing, or other screening facing the exterior perimeter of the Property, the Architectural Control Committee will establish when, how and with what materials any required maintenance, repair or replacement in the manner reasonably directed by the Architectural Control Committee with respect to such Owner's Lot, the Association may perform it at such Owner's expense and assess

its cost to such Owner's Lot as provided in Article IV herein. The Association shall be responsible for all costs of maintaining, repairing, and replacing the walls, fencing, signs and landscaping located on the Wall and Planter Easements until such time as taken over by Maintenance District.

Section 11. Aesthetics, Nature Growth, Screening, Underground Utility Service. Trees which have a diameter in excess of six (6") inches measured two (2') feet above ground level, and distinctive flora, shall not be intentionally destroyed or removed except with the prior approval, in writing, of the Architectural Control Committee. All fuel tanks, garbage cans and equipment, shall be screened to conceal them from view of neighboring Lots and streets. Clotheslines, of any nature, are prohibited. All residential utility service, including but not limited lines, pipes and wiring, to residences shall be underground. Any solar energy collector or related item must be located so that it is not visible from the street(s) in front of, or on the side of, the house on which said equipment or device is located.

Section 12. Swimming Pools. No above ground swimming pools are allowed. Swimming pools must be located to the rear of the main building unless a different location is authorized in writing by the Architectural Control Committee. Swimming pools must conform to the setback and building requirements as shown on the Plat and as required by applicable law.

Section 13. Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by him, including all landscaping

located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate external care) of all Structures; (ii) the sodding, watering, mowing and edging of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery to give a neat appearance, and so that the same do not obstruct the view by motorists, pedestrians or street traffic. If in the opinion of the Architectural Control Committee any Owner shall fail to perform the duties imposed by this Section, the Architectural Control Committee shall notify the Board. If the Board shall agree with the determination of the Architectural Control Committee then the Board shall give written notice by certified mail to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take substantive steps to remedy the condition within fifteen (15) days after the mailing of the aforesaid notice of violation, the Architectural Control Committee and the Board shall have, in addition to all other rights set forth in this Declaration, at law or in equity, a Right of Abatement as provided in Article VIII, Section 1 hereof.

Section 14. Antennae. No radio, television transmission or satellite reception antennae or dishes, or tower shall be erected on the Property or any Lot or Structure. Notwithstanding the foregoing, a satellite dish eighteen inches (18") in diameter or smaller installed on the back side of the home or in the rear yard

with proper landscape screening shall be allowed and no approval of the Architectural Control Committee approval shall be required.

Section 15. Window Air Conditioners. No window air conditioning units shall be installed without prior written approval of the Architectural Control Committee.

Section 16. Trailers, Trucks, School Buses, Boats, Boat Trailers. No house trailers, mobile homes, habitable vehicles, recreational vehicles, trailers, boats or boat trailers, school buses, trucks or commercial vehicles over one (1) ton capacity, shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or substantially screened from view. The Board shall have the exclusive authority to determine compliance with the foregoing and promulgate definitions of all such vehicles and such determination and definitions shall be conclusive. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by the Owner exceeds the capacity of the garage. The foregoing will not be interpreted, construed, or applied to prevent the temporary nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed forty-eight (48) hours upon any Lot. No vehicle which cannot operate on its own power may be parked on the Property for more than forty-eight (48) hours. No vehicle that is not currently licensed for proper operation on the streets and highways of the state of Florida, and which displays same as required by law may be parked on the Property.



Section 17. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. If such litter or other materials are found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Architectural Control Committee or the Board. Trash for pickup may only be put out twenty-four (24) hours or less prior to pickup, and such containers must be stored not more than twenty-four (24) hours thereafter.

Section 18. Changing Elevations. No Owner shall excavate or extract earth from a lot for any business or commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved in writing by the Architectural Control Committee.

Section 19. Water System. Water shall be supplied through municipal system or type approved by appropriate State and local agencies.

Section 20. Utility Facilities. Declarant reserves the right to approve the necessary construction, installation and maintenance of utility facilities, including but not limited to water, cable, gas, telephone and sewage systems, within this proposed area, which may be in variance with these restrictions.

Section 21. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete, asphalt or a paved substance approved in writing by the Architectural Control Committee and of a uniform quality.

Section 22. Garages. Each dwelling must have a garage of sufficient size to house at least two (2) passenger automobiles. All garages must be substantial and conform architecturally to the dwelling to which they relate. When garages are not in use, garage doors shall be closed. Garages shall be used only for parking motor vehicles, hobbies and storing Owner's household goods.

#### ARTICLE VII

##### EASEMENTS

Lots subjected to this Declaration shall be subject to:

(a) Those easements, if any, shown as set forth on the Plat thereof; and

(b) Easements over, under, across and through the landscape easement area as shown on the plat or survey of each lot for the erection, installation, construction, and maintenance of such signs and plantings as the holder of this easement may deem appropriate. Within these easements, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the easements.

The appearance of any easement area on a Lot and all improvements in or on it (other than signs and landscaping installed pursuant to the above Wall and Planter Easement) shall be