

SHORES OF CALOOSA RULES AND REGULATIONS

7. USE RESTRICTIONS.

7.01 UNIT. Only one detached single-family dwelling may be constructed upon any LOT.

7.02 No Trade or Business. No trade, business, profession, or commercial activity, or any other non-residential use, shall be conducted upon any portion of the SUBJECT PROPERTY or with any LOT or UNIT.

7.03 Exterior Alterations, Additions, Improvements or Changes. No OWNER shall make, install, place or remove any alterations, additions, improvements or changes of any kind or nature whatsoever to, in or upon any portion of the OWNER's LOT, or the exterior of the OWNER's UNIT, unless the OWNER first obtains the written consent of the ASSOCIATION to such addition, alteration, improvement or change. Any request by an OWNER for consent by the ASSOCIATION to any addition, alteration, improvement or change shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will consent to any such addition, alteration, improvement or change. Within thirty (30) days after such request, the ASSOCIATION shall consent to or disapprove the request by written notice to the OWNER submitting same, and if the ASSOCIATION fails to disapprove the request within such thirty (30)-day period, it shall be deemed to have consented to the request and shall give written notice of such consent upon request of the OWNER. The ASSOCIATION shall not be liable to any OWNER in connection with the approval or disapproval of any alteration, addition, improvement or change. The ASSOCIATION's approval as to any request shall not be unreasonably withheld, but may be withheld based upon aesthetic considerations. Any legal proceedings commenced by the ASSOCIATION to enforce this paragraph must be commenced within one (1) year of the date of the violation. The foregoing shall not be deemed to prohibit maintenance, repairs or replacements required to be made by the OWNER, provided such maintenance, repairs or replacements are in substantial conformity, including materials and colors, with that originally installed by the DEVELOPER or last approved by the ASSOCIATION.

7.04 Landscaping. The OWNER of each LOT containing a UNIT shall be required to install and maintain tasteful landscaping on his LOT, and on the portions of the COMMON AREAS between his LOT and the pavement edge of any abutting road or the water line of any abutting lake or canal. All such landscaping shall be maintained by the OWNER of the LOT in first class condition and appearance and, as reasonably required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed by the OWNER. All landscaped areas shall be primarily sodded with grass, and shall not be paved or covered with gravel or any artificial surface without the prior written consent of the ASSOCIATION. All dead or diseased sod, plants, shrubs or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any LOT.

7.05 Maintenance of UNITS. Each OWNER shall maintain the UNIT and all improvements upon his LOT in first class condition. In particular, the exterior of all UNITS, including, but not limited to roofs, walls, windows, doors, patio areas, pools, screenings and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All painted areas on the exterior of the UNIT shall be repainted as reasonably necessary, with colors which are harmonious with other UNITS within the SUBJECT PROPERTY, and no excessive rust deposits on the exterior of any UNIT, peeling of paint or discoloration of same shall be permitted.

7.06 Outside Storage of Personal Property. With the exception of an OWNER's permitted motor vehicles, and patio furniture and accessories, the personal property of any OWNER shall not be stored outside the OWNER's UNIT or any permitted storage or temporary building.

7.07 No Temporary Buildings. No out-buildings, portable buildings, temporary or accessory buildings or structures, storage buildings, sheds or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, without the prior written consent of the ASSOCIATION.

7.08 Garbage and Trash. Each OWNER shall regularly pick up all garbage, trash, refuse or rubbish on the OWNER's LOT. Garbage, trash, refuse or rubbish that is required to be placed at the front of the LOT in order to be collected shall not be placed outside prior to 7:00 p.m. on the day before the scheduled day of collection, and any trash containers must be removed on the collection day, and except for garden trash and rubbish to be collected, same shall be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities shall be stored inside a UNIT or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

7.09 Automobiles and Vehicles. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured as private passenger vehicles, may be parked within the SUBJECT PROPERTY without the prior written consent of the ASSOCIATION, unless kept within a garage. In particular, and without limitation, no vehicles shall be parked outside of a UNIT overnight or for more than four (4) hours of any day without the prior written consent of the ASSOCIATION if commercial lettering or signs are painted to or affixed to the vehicle, or if commercial equipment is exposed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, boat, trailer or other than a private passenger vehicle as specified above. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked within the SUBJECT PROPERTY must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the SUBJECT PROPERTY for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY. No motor vehicle shall be stored within the SUBJECT PROPERTY which is not in operating condition. No motorcycles or motorbikes are permitted without the prior written consent of the ASSOCIATION, which may be withdrawn at any time if any such vehicle annoys the other residents of the SUBJECT PROPERTY.

7.10 Animals and Pets. No animals, livestock or poultry of any kind shall be permitted on any LOT or in any UNIT except for common household pets. No more than two cats, two dogs, or one cat and one dog are permitted in any UNIT without the prior written consent of the ASSOCIATION. Any pet must be carried or kept on a leash at all times while outside of a UNIT. Any household pets must not be kept or maintained for commercial purposes and must not be an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. The ASSOCIATION may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violating of these rules.

7.11 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted.

7.12 Clotheslines and Outside Clothes Drying. No clothesline or clothespole shall be erected, maintained or permitted outside of any DWELLING, and the outside drying of clothes is prohibited.

7.13 Nuisances and Annoyances. No nuisances shall be permitted within the SUBJECT PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the SUBJECT PROPERTY or which shall interfere with the peaceful possession and proper use of the SUBJECT PROPERTY by its residents shall be permitted. No offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

7.14 Outside Antennas. No outside antennas or outside signal-sending or receiving stations or dishes are permitted.

7.15 Signs. No sign of any kind shall be placed upon any LOT or UNIT which is visible from the exterior of the UNIT.

7.16 Swimming Pools. Swimming pools, whirlpools, spas or the like shall be installed below ground and must be enclosed by a screened in fence, decorative wall or other enclosure, all of which must be approved pursuant to Paragraph 7.03.

7.17 Fences. Fences must be maintained in good condition at all times, are not permitted in the front of a UNIT, and must be approved pursuant to Paragraph 7.03. No fence on any LOT shall block the water view of any adjoining lake or canal.

7.18 Surface Water Management. The surface water management system for the SUBJECT PROPERTY shall be installed, operated and maintained in accordance with all permits and approvals issued by any controlling governmental authority. Furthermore, the surface water management system shall not be adversely interfered with, changed or altered, except pursuant to permits or approvals issued by the controlling governmental authority. No LOT shall be increased in size by filling in the water in which it abutts, and the slope of any lake or canal abutting any LOT shall be maintained by the OWNER of the LOT to the water line. No OWNER shall impede the flow of surface water in any manner, nor shall any OWNER cause a change in the elevation of his LOT so as to interfere with or impede surface water drainage throughout the SUBJECT PROPERTY.

7.20 Common Areas. No OWNER shall make any improvements to any COMMON AREA without the prior written consent of the ASSOCIATION.

7.21 Waiver. The ASSOCIATION shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT where, in the discretion of the BOARD, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the ASSOCIATION, or any other person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other LOTS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

7.22 Exceptions. The foregoing use and maintenance restrictions shall not apply with respect to any LOT while owned by DECLARANT, or with respect to the customary and usual activities in connection with the development of the SUBJECT PROPERTY, the construction of UNITS and other improvements within the SUBJECT PROPERTY, nor to the sale of UNITS by DECLARANT or any other person or entity initially constructing UNITS within any portion of the SUBJECT PROPERTY. Specifically, and without limitation, DECLARANT and any person or entity developing or initially constructing any UNITS within any portion of the SUBJECT PROPERTY shall have the right to: (i) construct any UNITS or improvements within the SUBJECT PROPERTY, and make any additions, alterations, improvements or changes thereto; (ii) maintain sales, office and construction operations within the SUBJECT PROPERTY in any UNIT or in any temporary building; (iii) place, erect or construct portable temporary or accessory buildings or structures within the SUBJECT PROPERTY for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the SUBJECT PROPERTY; (v) place signs, flags or banners upon any portion of the SUBJECT PROPERTY for sales, promotion, construction and development purposes; and (vi) excavate fill from any lakes within the SUBJECT PROPERTY, store fill on the SUBJECT PROPERTY, and sell excess fill from the SUBJECT PROPERTY.