

7. USE RESTRICTIONS AND OWNER MAINTENANCE.

7.01 RESIDENTIAL PURPOSES. All LOTS shall be used for residential and related recreational use only, and not for commercial, trade or business purposes, except as otherwise permitted herein. For purposes hereof, "residential" shall mean:

"Occupancy of a DWELLING for single family residential use which shall be limited to one person; two people no matter how related; or three or more persons all of whom are related to each other by blood, marriage or legal adoption. In no event shall a DWELLING be occupied by more than two permanent occupants per bedroom."

No business or trade shall be conducted anywhere on the SUBJECT PROPERTY, except as follows:

- A. Those which are determined to be acceptable by the ASSOCIATION.
- B. Those which are found to be in compliance with the applicable underlying zoning of the SUBJECT PROPERTY.

7.01.01 The ASSOCIATION is excluded from the general prohibition on the conduct of business given its duties and responsibilities under this DECLARATION, ARTICLES, BYLAWS, and applicable law.

7.01.02 OWNERS, their family members, tenants and occupants may conduct limited profession or business activities if confined solely within their LOT, but only if the activity cannot be seen, heard or smelled by other residents of the SUBJECT PROPERTY, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the SUBJECT PROPERTY, nor shall any activities be permitted that would increase the insurance risks of other OWNERS, or the ASSOCIATION, or constitute a dangerous activity, or nuisance, or violate the Zoning Code of Sarasota County, Florida.

7.01.03 The DECLARANT is excluded as elsewhere provided.

7.02 SUBDIVISION OR COMBINATION OF LOTS. No LOTS shall be divided, subdivided or reduced in size. Two contiguous LOTS may be combined to form a site for one DWELLING but the LOTS shall otherwise retain their separate identity for voting, assessment and other purposes. Any combination of LOTS must have the prior written approval of either DECLARANT or ASSOCIATION.

7.03 PORTABLE OUTBUILDINGS. No portable outbuildings, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for occupancy, storage or otherwise, without the prior written consent of the ARB.

7.04 CLOTHES LINES. No clothes lines or clothes poles shall be erected, maintained or permitted on the exterior of any LOT unless hidden from view of adjacent LOT, other PROPERTY and COMMON PROPERTY in a manner acceptable to the party exercising architectural control.

7.05 SIGNS. No sign advertising the sale, lease or rental of any LOT, and/or DWELLING thereupon, no garage sale or similar sign and no political sign, advertising or commercial sign shall be posted, displayed, inscribed, or affixed to, or be visible from, the exterior of a LOT or upon any COMMON PROPERTY, without the prior written consent of the BOARD, or the party exercising architectural control. Other types of signs may be permitted, subject to the approval of the party exercising architectural control as elsewhere provided.

7.06 PETS. No animals, livestock or poultry of any kind shall be permitted within the SUBJECT PROPERTY except for common household pets, which shall be limited to dogs, domestic cats, birds, fish and other animals from time to time permitted by BOARD Rule. No pet may be kept or maintained for commercial purposes and no pet may constitute an unreasonable nuisance or annoyance to other residents of the SUBJECT PROPERTY. Pets shall be permitted outside a DWELLING only if located within an enclosed area, or on a leash under the control of the pet's owner. The owner of the pet shall be strictly responsible for its actions, and shall indemnify and hold harmless ASSOCIATION, and its BOARD, agents, employees and MEMBERS, from any liability or damages occasioned by the actions of the pet. Owners of pets shall also be responsible for picking up and properly disposing of any excrement deposited by the pet upon any portion of the COMMON PROPERTY, or on any LOT or PROPERTY other than their own. The BOARD may require any pet to be immediately and permanently removed from the SUBJECT PROPERTY due to a violation of this Paragraph.

7.07 NUISANCES. No nuisances shall be allowed upon any PROPERTY, nor any use or practice which is an unreasonable source of annoyance to other OWNERS or which interferes with the peaceful possession and proper use of the residents of the SUBJECT PROPERTY. No improper, offensive or unlawful use shall be made of any PROPERTY, and all laws, zoning ordinances and regulations of all controlling governmental bodies shall be observed.

7.08 LAKES. The use of any lake or canal within the SUBJECT PROPERTY shall be subject to all rules, regulations and restrictions adopted by the BOARD. In particular, and without limitation, no swimming or boating will be allowed in any lake. Fishing by OWNERS of waterfront LOTS and by their family members, their tenants, guests and invitees from the shore of the Lakes shall be permitted, subject to reasonable rules and regulations of the ASSOCIATION. For purposes of this DECLARATION, LOTS, abutting littoral zones or any lake shore shall be deemed to be waterfront LOTS. The OWNERS of waterfront LOTS shall be responsible for routine maintenance (mowing and trimming) any COMMON PROPERTY between the LOT and the ordinary high waterline of the adjacent Lake or a line designated by the ASSOCIATION beyond which the ASSOCIATION is solely responsible for maintaining.

7.09 BOATS. Boats may be kept or stored only in an enclosed garage constituting part of a DWELLING.

7.10 MOTOR VEHICLES. Except as set forth below, only a conventional passenger automobile may be parked on the SUBJECT PROPERTY and only when it has a current license tag affixed to it. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, or pickup trucks and minivans which do not exceed 17' in length, and utility vehicles, such as Ford Bronco, Chevrolet Blazer, Jeep or similar vehicles provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and specifically excluding vehicles that have been modified by increasing their height, adding off-road tires, roll bars and the like.

All other motor vehicles, including but not limited to commercial vehicles (any vehicle primarily used in a trade or business or having advertising or promotional information, symbols materials affixed thereto), trucks (any motor vehicle designed used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all pickup trucks and vans exceeding 18' in length), motorcycles, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motor homes, mobile homes, and any and all other vehicles other than the aforescribed conventional passenger automobiles, shall be prohibited from parking in any area in the SUBJECT PROPERTY.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a LOT or PROPERTY, but in no event overnight; (2) boats, trailers, trucks, commercial and recreational vehicles, any other prohibited vehicles may be temporarily parked in a parking area when they are being actively cleaned, loaded or unloaded; (3) motor homes and other recreational vehicles operated by persons residing out of PALMER GLEN, may temporarily park their vehicle in the driveway of their host with prior permission of the BOARD but in no event more than seven (7) consecutive days and more than fourteen (14) days in any calendar year; and (4) any of the motor vehicles, trailers or other vehicles which are otherwise prohibited by virtue of this section may be parked inside an OWNERS garage provided the garage door is kept closed and the vehicle is only located outside of the closed garage when it is being loaded or unloaded or driven to or from the DWELLING.

No vehicle belonging to an OWNER or to a member of the family of an OWNER or guest, tenant or employee of any OWNER shall be parked in such manner as to impede or prevent access to another OWNERS' parking areas. The OWNERS, their employees, servants, agent, visitors, licensees, and the OWNERS' families will obey parking regulations posted at the private and public streets, parking areas and drives and any other traffic regulations which may be promulgated in the future for safety, comfort and convenience of the OWNERS. No vehicle which cannot operate on its own power shall remain within the SUBJECT PROPERTY for more than 24 hours, and no repair of vehicles shall be made within the SUBJECT PROPERTY.

No parking is permissible on the lawn or streets at any time except for: (1) service vehicles and then only if necessary to service a LOT or PROPERTY within the SUBJECT PROPERTY; or (2) guest or employee parking on the street for terms of less than eight hours if off street parking for any DWELLING is fully utilized.

Any and all vehicles parked or stored on the SUBJECT PROPERTY which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing, by the ASSOCIATION, at the expense of the vehicle owner, at any time after twenty-four (24) hours has elapsed from notification to the OWNER of the LOT upon which the improperly parked vehicle is located.

7.11 ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any LOT or PROPERTY.

7.12 OUTSIDE ANTENNAS. No outside antennas or satellite or signal-receiving dishes are permitted on any LOT or PROPERTY unless approved in writing by the person exercising architectural control as elsewhere provided herein, except as authorized under Federal law.

7.13 WELLS. No wells may be installed within the SUBJECT PROPERTY without the prior written consent of the DECLARANT or ASSOCIATION, except wells which may be constructed by the DECLARANT in its sole discretion.

7.14 MAINTENANCE PROVISIONS. Except for portions of any PROPERTY to be maintained by the ASSOCIATION as elsewhere provided, all buildings and other improvements existing under, upon or over any PROPERTY from time to time shall at all times be maintained by the OWNER thereof in accordance with all applicable governmental requirements, and in a first class condition and in good working order, so as to preserve the beauty, quality and value of all SUBJECT PROPERTY. Without limiting the foregoing, the following standards shall apply with respect to the maintenance of any PROPERTY.

7.14.01 BUILDINGS AND OTHER STRUCTURES AND/OR IMPROVEMENTS. All buildings and other structures and/or improvements shall be maintained in first class condition, especially as to the exterior appearance. Painting or other exterior maintenance shall be periodically performed as reasonably required. No excessive and/or unsightly mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any building, structure or improvement.

7.14.02 SIDEWALKS, ROADS AND PARKING AREAS. All sidewalks, driveways, parking areas, and other paved or hard surfaced areas intended for use by vehicular or pedestrian traffic shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

7.14.03 LANDSCAPING. All landscaping shall be subject to architectural control as elsewhere provided in this DECLARATION. Xeriscaping areas should be encouraged for purposes of water conservation. All diseased or dead sod, plants, trees, shrubs or flowers shall be promptly replaced. All landscaping shall be regularly maintained in first-class condition and appearance, including mowing, trimming, fertilization, irrigation, and week, insect and disease control by OWNER from edge of the road curb to the rear yard wall, inclusive of any adjacent COMMON PROPERTY area, or to the water's edge of any Lake or other adjoining water body. All DWELLINGS shall include an automated irrigation system in accordance with the ARB Criteria.

7.14.04 TREES. A minimum of three (3) 3" caliper hardwood trees shall be planted and thereafter maintained within the LOT and no tree or shrub, the trunk of which exceeds two (2) inches in diameter, measured one foot above grade, shall be cut down or otherwise destroyed without the prior written consent of the ARB.

7.14.05 TRASH. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any LOT or PROPERTY except in closed dumpsters or other sanitary garbage collection facilities. All dumpsters and garbage facilities shall be screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No refuse shall be allowed to accumulate so as to be detrimental to the surrounding area. Garbage bags, recyclable bins, or private trash containers required to be placed near any street for collection purposes shall not be placed outside more than twenty-four (24) hours prior to scheduled collection times and shall be returned the same day after collection.

7.14.06 UTILITY LINES AND SERVICE. All utility lines and services shall be maintained in good working condition.

7.15. RULES AND REGULATIONS. Reasonable rules and regulations concerning the maintenance and use of the SUBJECT PROPERTY may be made and amended from time to time by the ASSOCIATION, through its BOARD. Copies of such rules and regulations and amendments shall be furnished by the ASSOCIATION to any OWNER or BOARD upon request.

7.16 WAIVER. The BOARD 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 or PROPERTY where, in the discretion of the BOARD, circumstances exist which justify such waiver or permitted 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 DECLARANT, the ASSOCIATION, the BOARD, or any other person having the right of DECLARANT, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

7.17 RESPONSIBILITY FOR MAINTENANCE AND COMPLIANCE.

7.17.01 OWNERS. The OWNER of any LOT or PROPERTY shall

be responsible for complying with all of the provisions of this Section 7.14 with respect to such PROPERTY.

NOTE: A SECOND AMENDMENT TO THE DECLARATION WAS RECORDED WITH THE SARASOTA COUNTY CLERK'S OFFICE ON SEPT. 9, 2004 AS INSTRUMENT # 2004174866 AND ADDED PARAGRAPHS 7.18 THRU 7.20, WHICH FOLLOW:

7.18 LEASES. No residence upon any lot shall be rented or leased for a period of less than one (1) year. Upon request of the Association, the Owner shall be required to provide the Association a copy of any proposed or active lease agreement with any proposed or current tenant to ensure compliance with this restriction. In addition, the Association shall have the authority to promulgate a requirement that all proposed leases be provided to the Association prior to the effective date of the lease, and in the event that such lease fails to comply with the limitations of this provision, the lease shall not be permitted. Leases in effect at the time this provision is enacted shall not be required to comply with this provision for the current term of such lease; however, all subsequent renewals or extensions of current leases or any new leases shall be subject to the terms of this provision.

7.19 MOTORIZED SCOOTERS. No go-cart, or motor-driven gas-powered scooter shall operate upon any roadway, lot, or parcel of land in the community. Furthermore, no such vehicle shall be allowed to be stored on any lot unless it is appropriately garaged or hidden from view from the street or any neighboring lots.

7.20 Compressor and fan units for central air-conditioning systems which are located outside of a building shall be fenced or landscaped so as to be hidden from view. All such screening must be approved by the ARB and must be consistent with all architectural criteria promulgated by the ARB. Walls or masonry structures may be permitted upon approval by the ARB, but such structures are not required.