

Article XI  
Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business, sales, or real estate offices for the Declarant, its affiliates, or the Association) as may more particularly be set forth in this Declaration and amendments hereto. Any Supplemental Declaration may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have authority to make and to enforce rules and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such rules and regulations shall be binding upon all Owners, occupants, invitees, and licensees, if any, until and unless overruled, cancelled, or modified in a regular or special meeting of the Association by the vote of at least a majority of the total Association and by the Declarant, during the Development Period.

Section 1. Occupancy of Units. No Unit may be occupied by more than a single family. Units owned by corporations, partnerships, trusts or some other form of multiple ownership shall designate one (1) person and his or her family to occupy the Unit prior to, or at the time of, conveyance of the Unit to the multiple ownership entity. The designation of such occupants may be changed only with the prior notice to the Board of Directors. For purposes of this Section the term "family" shall mean (a) persons related to one another by blood, marriage, or adoption, or (b) two single unrelated persons and persons related to them by blood, marriage, or adoption.

Section 2. Signs. No sign of any kind shall be erected by an Owner or occupant without the prior written consent of the Board, except (1) such signs as may be required by legal proceedings; and (2) not more than one (1) professional security sign of such size deemed reasonable by the Board in its sole discretion. Unless in compliance with this Section, no signs shall be posted or erected by any Owner or occupant within any portion of the Properties, including the Common Area, any Unit, any structure or dwelling located on the Common Area or any Unit (if such sign would be visible from the exterior of such structure or dwelling as determined in the Board's sole discretion).

The Declarant and the Association reserve the right to prohibit signs and to restrict the size, content, color, lettering, design and placement of any approved signs. All signs must be professionally prepared. This provision shall not apply to entry, directional, or other signs installed by the Declarant or its duly authorized agent as may be necessary or convenient for the marketing and development of the Properties.

Section 3. Parking and Prohibited Vehicles.

(a) Parking. Vehicles shall be parked only in the garages serving the Units or in designated spaces or areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations adopted by Board of Directors. The Declarant and/or the Association may

designate certain on-street parking areas for visitors or guests subject to reasonable rules; provided however, there shall be no overnight parking of vehicles on streets within the Properties. Owners and guests or visitors shall be permitted to park in driveway serving units on a temporary basis.

(b) Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board. Motorized bicycles, motorized tricycles, motorized mopeds, go-carts, miniature cars, or similar motorized vehicles shall not be operated or parked on any street or any portion of the Common Areas within the Properties. Motorcycles and mopeds are permitted, provided that they shall be operated in a reasonable and prudent fashion, and provided that such operation does not create objectionable noise or constitute a nuisance to other Owners or the Association. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Properties except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Areas. The Board shall have the power to tow or have towed any vehicle parked in violation of this Section or in violation of parking rules promulgated by the Board.

Section 4. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit. Every Owner shall cause all occupants, guests, and invitees of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, guests, and invitees, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto.

Section 5. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except dogs, cats, or other usual and common household pets may be permitted in a Unit. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Properties shall be removed upon request of the Board; if the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a Unit be confined on a leash held by a responsible person. Pet owners shall be responsible for cleaning up after their pets in the Common Areas. Any Supplemental Declaration may impose stricter standards and additional restrictions for animals and pets.

Section 6. Quiet Enjoyment. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that

will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Except for outside burning by the Declarant during development of the Properties, no outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

The reasonable and normal development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant.

Section 7. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Properties except in containers located in appropriate areas, if any, and no odor shall be permitted to arise from any such containers so as to render the Properties or any portion thereof unsanitary, unsightly or offensive to any other adjacent property or to the occupants of adjacent property. No clothing or household fabrics shall be hung, dried or aired, and no lumber, grass, shrub or tree clippings or trash shall be kept, stored or allowed to accumulate on any portion of the Properties. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

Section 8. Antennas. No exterior antennas, aerials, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee. Landscaping, painting or screening may be required by the Association to minimize visual impact. The Declarant and/or the Association shall have the right, without obligation, to erect aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 9. Playground Equipment, Clotheslines, Garbage Cans, Tanks, Etc. All garbage cans, above-ground storage tanks, mechanical equipment, and other similar items on Units shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. Permanent recreational and play equipment is not permitted on any Unit, including, but not

limited to, basketball goals, swing sets, jungle gyms, playhouses, play complexes, trampolines and similar items. Portable recreational and play equipment, such as mobile basketball hoops and backboards, may be used, and shall be stored within a garage or on covered porches when not in use. All rubbish, trash, and garbage shall be stored in appropriate containers approved pursuant to Article XI hereof and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon.

Section 10. Subdivision of Unit and Time Sharing. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Association. Declarant, however, hereby expressly reserves the right to replat any Unit or Units owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Unit shall be made subject to any type or time-sharing, fraction sharing, or similar program whereby the right to exclusive use of the Unit rotates among members of the program on a fixed or floating time schedule over any period of time. Time-Share estates are expressly prohibited.

Section 11. Firearms. The discharge of firearms, fireworks, and firecrackers within the Properties is prohibited. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types, regardless of size. The Board may impose fines and exercise other enforcement remedies as set forth in this Declaration, but shall have no obligation to exercise self-help to prevent or stop any such discharge.

Section 12. Pools. No above-ground swimming pools shall be erected, constructed or installed on any Unit. All exterior in-ground pools, all spas and jacuzzies must be approved by the Association.

Section 13. Irrigation. No sprinkler or irrigation system of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the Association. All sprinkler and irrigation systems shall be subject to approval by the Association. In the event a nonpotable irrigation system is provided to the Unit, the Unit Owner shall connect to that system. This Section shall not apply to the Declarant, and it may not be amended without Declarant's written consent during the Development Period.

Section 14. Manufactured Homes, Tents, Trailers, and Temporary and Accessory Structures. Except as may be permitted by the Declarant during initial construction within the Properties, no tent, utility shed, shack, trailer or other temporary or accessory structure shall be placed upon a Unit or any part of the Properties.

Section 15. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after the location of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic tanks and drain fields are prohibited on the Properties where utilities are provided by the Declarant or Indian River County, Florida.

Section 16. Tree Removal. No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the Association. In the event of an intentional or unintentional violation of this Section, the violator may be required by the Association to replace the removed tree with one (1) or more trees of such size and number, and in such locations, as the Association may determine in its sole discretion.

Section 17. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners.

Section 18. Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted on Units within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes. However, overhead utility lines may be maintained by the Declarant or the Association on the Common Area.

Section 19. Air Conditioning Units. Except as may be approved by the Association, no window air conditioning units may be installed in any Unit.

Section 20. Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved by the Association.

Section 21. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved by the Association.

Section 22. Energy Conservation Equipment and Greenhouses. No solar energy collector panels or attendant hardware or other energy conservation equipment or greenhouse shall be constructed or installed on any Unit unless it is an integral and harmonious part of the architectural design of a structure, except as determined in the sole discretion of the Declarant or the Association.

Section 23. Wetlands, Lakes and Water Bodies. All wetlands, lakes, ponds, streams and preservation areas within the Properties, if any, shall be storm water retention or waste management facilities or aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted without the prior approval of the Board of Directors. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams, or preservation areas within the Properties. Owners, as well as their families, tenants, guests, invitees, and pets, shall be obligated to refrain from any actions which would erode or damage any lake, pond, wetland, stream, or preservation area, including but not limited to, the shoreline and water quality of such areas.

Section 24. Alteration of Waterfront Units. The elevation of the land shall not be altered and fill shall not be used to extend the boundaries of a Unit or to change the bulkhead line on any Unit bounded by a wetland, lake, other body of water, or preservation area unless approved by the Association.



Section 25. Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Properties shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 26. Fences. No hedges, walls, dog runs, animal pens or fences of any kind shall be permitted on any Unit except as approved by the Association. However, except for fences erected by the Declarant or Association, no chain link or PVC type fences shall be permitted on the Properties.

Section 27. Driveways and Mailboxes. The style and design of all driveways located on the Properties must be approved by the Declarant or Association. All mailboxes shall be of the standard, uniform style and design selected by Declarant to insure consistency and aesthetic continuity within ANSLEY PARK.

Section 28. Garages. The doors of all garages located on the Properties shall be kept closed at all times except when the garage is being entered or exited.

Section 29. Business Use. Units may be used only for residential purposes of a single family as prescribed in Article XI, Section 1 and for ancillary business or home office uses. A business or home office use shall be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the activity conforms to all zoning requirements for the Properties; (c) the activity does not include regular visitation of the Unit by clients, customers, suppliers, or other invitees or door-to-door solicitation of residents of the Properties; (d) the activity does not increase traffic or include frequent deliveries within the Properties; and (e) the activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

Except as provided above, no business, trade or similar activity shall be conducted upon any Unit without the prior written consent of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. This Section shall not apply to any activity conducted by the Declarant, its affiliates, or a builder approved by the Declarant, with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties, or to property designated or used by the Declarant or its affiliates as a sales office, business office, title insurance agency, or other office.

Section 30. On-Site Fuel Storage.

(a) Buried propane tanks may be permitted for the operation of gas appliances or for pool heating equipment, provided that the same are approved by the Association.

(b) No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment, and shall be stored in accordance with applicable law.

Section 31. Golf Carts. Except for golf carts operated by the Declarant or the Association, no golf carts shall be operated within the Properties.

Section 32. Leasing of Units.

(a) "Leasing", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) Units may be leased only in their entirety, and for residential purposes only. All leases shall be in writing, and shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing. The Board may require notice of any lease together with such additional information deemed necessary by the Board.

(c) Occupancy shall be limited to one (1) lessee and members of his immediate family and guests. Leasing of a Unit for a period of less than thirty (30) days is prohibited. No Unit may be leased more than three(3) times in any consecutive twelve (12) month period. No rooms may be rented and no transient tenants may be accommodated. No lease of a Unit shall release or discharge the Owner thereof of compliance with this Article or any of his other duties as a Unit Owner.

(d) Every Owner shall cause all tenants and occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to Common Areas caused by such occupants, notwithstanding the fact that such occupants are fully liable and may be sanctioned for any violation of the Declaration, By-Laws and rules and regulations adopted pursuant thereto.

Section 33. Storm Precautions. No hurricane or storm shutters shall be permanently installed on any structure except as approved by the Association. Hurricane or storm shutters approved by the Association may be used or operated, and other storm precautions may be taken to protect structures. However, the use of the hurricane or storm shutters shall be restricted to the time period after a published notice of hurricane threat and must be removed within five (5) days after threat of hurricane ceases.

Section 34. Laws and Ordinances. Every Owner and occupant of any Unit, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.