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DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

FOR

THE LAKES AT WATERWAY VILLAGE

Instrument prepared by and after recording return to:

Steven M. Falk, Esq.
Falk Law Firm, P.A.
7400 Tamiami Trail North, Suite 103
Naples, FL 34108
(239) 596-8400

9.1 Residential Purposes. No Parcel shall be used for other than Single-Family residential purposes, except that Parcels, or portions of Parcels may be used by the Developer and Builders for offices, sales offices or models. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephone calls and correspondence to and from the Unit and does not involve persons coming into The Lakes at Waterway Village who do not reside in The Lakes at Waterway Village or door-to-door solicitation of occupants of The Lakes at Waterway Village; and (d) the business activity is consistent with the residential character of The Lakes at Waterway Village and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other occupants of Units. The use of a Unit as a public lodging establishment shall be deemed a business or trade use. 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.

9.2 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within The Lakes at Waterway Village without the prior written consent of the Board of Directors or in accordance with the Rules and Regulations, and any required written consent of the Master Association, except in connection with the sale or resale of Parcels by the Developer, Builders or as may be required by legal or zoning proceedings. Signs which are permitted within The Lakes at Waterway Village may be restricted as to the size, color, lettering, materials and location of such signs. The Board of Directors, the Developer and Builders shall have the right to erect signs as they, in their discretion, deem appropriate, except that no Builder may erect a sign without the prior written approval of the Developer. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside The Lakes at Waterway Village be permitted within The Lakes at Waterway Village without the express written consent of the Board of Directors or the Master Association, or unless they are installed by the Developer. No sign shall be nailed or otherwise attached to trees.

9.3 Nuisance. Nothing shall be done upon any Parcel or in any Neighborhood or in the Common Area which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. All residents shall observe the vehicular speed limits and any rules posted on signs in the Common Area and any property owned by, dedicated to, or within the jurisdiction of the Master Association.

9.4 Underground Utility Lines and Services. All electric, telephone, gas and other utility lines shall be installed underground, except for temporary lines as required during construction or if required by law.

9.5 Common Area. No Owner shall make use of the Common Area in such a manner as to abridge the rights of other Owners to their use and enjoyment thereof, nor shall any Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area. Except as otherwise provided in this Declaration and its exhibits or with respect to the Developer's reserved rights, any portion of the Common Area which is deemed open space shall be owned by the Association and preserved and maintained by it and shall not be destroyed.

9.6 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that a reasonable number of dogs, cats and other usual and non-exotic household pets may be kept (except for pit bulls, "wolf hybrids", or other dogs prone to or exhibiting aggressive behavior), provided they are not kept, bred or maintained for any commercial purposes. All animals shall be contained on the Owner's Parcel and shall not be permitted to run freely. When outside the Owner's Unit, all pets must be carried or secured with a hand held leash. The person walking the pet must be in physical control of the leash at all times. Any solid animal waste deposited by a pet must be immediately picked up and removed.

9.7 Parking and Vehicular Restrictions.

(A) Vehicles shall be parked only in the garages or in the driveways serving the Parcels of Units or in the appropriate spaces or designated areas in which parking may be assigned, and then subject to the reasonable Rules and Restrictions adopted by the Board of Directors. For the purposes of this Section, a "Truck" shall be defined as a vehicle with a bed behind the passenger cab, regardless of whether the bed is enclosed and shall not include any vehicle commonly known as an SUV. Vehicles shall not be parked overnight on roads or swales. All commercial vehicles (i.e., any vehicle which has any exterior lettering or logo, or has visible tools or equipment), recreational vehicles, trailers, campers, camper trailers, boats, watercraft, motorcycles, boat trailers, Trucks rated more than one-half ton capacity (i.e., larger than a Ford F150 or GMC 1500), motor homes, buses, non-passenger vans (i.e., any van which does not have permanent installed seating for four or more passengers and does not have windows completely circling the exterior or is in excess of seventeen (17) feet in length), or any vehicles over eighty (80) inches in height shall be parked entirely within the garage of the Unit and shall not be parked on any part of The Lakes at Waterway Village, on any driveway serving a Unit, or on any designated parking space within The Lakes at Waterway Village except: (1) commercial vehicles, vans, or Trucks delivering goods or furnishing services temporarily during daylight hours and (2) upon such portions of The Lakes at Waterway Village as the Board may, in its discretion, allow. Law enforcement vehicles may be parked on driveways if the driver is a law enforcement officer. The Association shall have the right to authorize the towing away of any vehicles in violation of this Section and any applicable Rules and Regulations with the costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator. No Owner shall keep any vehicle or conduct vehicle repairs on any Parcel, except fully enclosed within his or her garage. No garage shall be altered in such a manner that the number of automobiles which may be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

(B) None of the foregoing restrictions shall apply to commercial vehicles or other vehicles which may be utilized by: the Developer, Builders, and their contractors and subcontractors for purposes of completing construction of The Lakes at Waterway Village, Parcels and Units; the Association and the Master Association, and their vendors and employees; and any governmental authority, taxing district, private or public utility or SJWMD.

9.8 Exterior Colors. No exterior colors on any structure, nor the colors of driveways and walkways shall be permitted that, in the sole judgment of the Architectural Reviewer, would be inharmonious or incongruous with the remainder of The Lakes at Waterway Village. Any future color changes, as described above, desired by Owners must be first approved in writing by the Architectural Reviewer. The color of the roof tile shall not be changed nor shall other roofing materials or styles be substituted. The restrictions set forth in this Section 9.8 shall not apply to the Developer or Builders.

9.9 Landscaping. All areas not covered by structures, walkways, paved parking facilities or areas approved by the Association to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting streets or driveways, as applicable, and to the waterline of any abutting lakes, canals or surface water management areas. All lawn and landscaped areas shall be kept in good and living condition.

9.10 Driveways and Parking Areas. All driveways shall be constructed of concrete or paverstone. The Owner shall be obligated to keep his driveway clean and well maintained.

9.11 Antennas and Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one (1) meter or less in diameter; (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one (1) meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Unit, or is located on the side or rear yard of the Parcel. The Architectural Reviewer may require that a Reception Device be painted or screened by landscaping in order to blend into the Unit and removed from view from the street and other Units. A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the Architectural Reviewer, but no Owner shall be prevented from displaying one (1) portable, removable official United States flag or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, a portable, removable US Army, Navy, Air Force, Marine Corps or Coast Guard flag. The permitted flags shall not exceed 4.5' x 6'. Notwithstanding the foregoing, no one shall be permitted to display the United States flag in a manner that violates: (i) Federal law or any rule or custom as to the proper display or use of the United States flag; or (ii) any reasonable restriction pertaining to the time, place and manner of displaying the flag. The restriction must be necessary to protect a substantial interest of the Association.

9.12 Outdoor Equipment. All oil tanks, bottled gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be walled-in or placed in sight-screened or fenced-in areas so that they shall not be readily visible from any adjacent streets or Units. Otherwise, adequate landscaping shall be installed and maintained around these facilities. All trash containers shall be stored in the garage except on trash "pick up" days. Party Walls are permitted for Villa Units. The Lakes at Waterway Village shall be equipped with dual water lines, one (1) of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line.

9.13 Air Conditioning and Heating Equipment. All air conditioning and heating units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets or Units. Window or wall air conditioning units are prohibited.

9.14 Solar Collectors. The Architectural Reviewer must approve the location of the materials used in the construction of solar collectors.

9.15 Walls, Fences, Window Coverings and Hurricane Shutters. Except as otherwise provided in Section 9.12 and walls installed by Developer, no wall shall be constructed on any Parcel. Owners may install fences, subject to specifications adopted by the Architectural Reviewer and the Master Association. Owners may install hurricane shutters, subject to specifications adopted by the Architectural Reviewer and the Master Association. The Architectural Reviewer shall have the authority to adopt hurricane shutter specifications, which may include color, style, time periods in which shutters may be kept closed, and other factors deemed relevant by the Architectural Reviewer. Laminated glass and window film

architecturally designed to function as hurricane protection which complies with the applicable building code, may be used in place of hurricane shutters, except that reflective window coverings are prohibited. An Owner who intends to be absent from his Unit during the hurricane season (June 1st through November 30th of each year) shall prepare his Unit prior to his departure by: removing all furniture, potted plants, and other movable objects from his yard; and designating a person or firm, satisfactory to the Association, to care for his Unit should it suffer hurricane damage. Such person or firm shall contact the Association for permission to install temporary hurricane shutters, which may not be installed more than seventy-two (72) hours in advance of a hurricane and must be removed within seventy-two (72) hours after the hurricane has passed.

9.16 Lighting. Except for seasonal decorative lights, the exterior lighting of a Parcel shall be accomplished in accordance with a lighting plan approved in writing by the Architectural Reviewer. Seasonal decorative lights may be displayed between the day after Thanksgiving and January 10th only.

9.17 Developer. As used in this Section 9, when the Association's or the Architectural Reviewer's approval is required, it shall, up to the Turnover Date, mean the "Developer's approval", unless the Developer has delegated its architectural review functions to the ARC or the Board of Directors. After the Turnover Date, the Developer's approval shall also be required as long as the Developer owns a Parcel or other property within The Lakes at Waterway Village.

9.18 Clothes Drying Area/Clotheslines. No outdoor clothes drying area or clotheslines are permitted.

9.19 Drones and Other Aerial Devices. No drones or other aerial devices such as motorized planes shall be flown or otherwise used in The Lakes at Waterway Village.

9.20 Oil, Gas and Mineral Rights. The Developer makes no representations as to whether ownership of a Parcel includes ownership of any oil, gas and mineral rights.

9.21 Pools. Above ground pools are prohibited.

9.22 Subdivision of Parcels. Parcels shall not be further subdivided or separated by any Owner other than the Developer or a Builder (in the case of a Builder, subject to Developer's prior written consent). However, the preceding sentence shall not prevent corrective deeds or deeds to resolve boundary disputes.

10. DEVELOPER'S AND ASSOCIATION'S EXCULPATION. The Association and the Developer may grant, withhold or deny permission or approval in any instance where its or their permission or approval is permitted or required without incurring liability of any nature to the Owners or any other person for any reason whatsoever. Any permission or approval granted shall be binding upon all persons.

11. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS. Every Neighborhood Association, Owner and the Owner's Family members, Tenants, Guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. All violations of the Governing Documents shall be reported immediately to the Association's property manager. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors, whose interpretation and/or whose remedial