

EXHIBIT "A"

SPRINGS LANDING ARCHITECTURAL CONTROL COMMITTEE PLANNING CRITERIA

This 2004 Springs Landing Architectural Control Committee Planning Criteria ("Planning Criteria") has been approved and adopted by the Springs Landing Homeowners Association, Inc., a corporation not for profit organized and existing under the laws of the State of Florida (the "Association") as an exhibit to the 1997 Springs Landing Declaration of Covenants and Restrictions (the "Declaration"). All defined terms not otherwise defined herein shall have the meaning set forth in the Declaration.

Pursuant to the Declaration and this Planning Criteria, which is attached to the Declaration as Exhibit "A" and incorporated therein by reference, the Association has established certain covenants, restrictions, easements, charges and liens to preserve the values and amenities of that certain residential community known as "Springs Landing" and defined in the Declaration as The Property. The Property and the Additions to The Property shall be subject to the restriction, reservations and conditions set forth in this Planning Criteria and the Declaration, which shall be binding upon each and every Owner who shall acquire a Lot located within The Property or Additions to The Property and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Invalidation of any one of the covenants or restrictions in this Planning Criteria by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

ARTICLE I CONSTRUCTION AND MODIFICATIONS

Section 1. Approval Requirements. No building, fence, driveway, patio, paved area (other than platted streets), wall or other structure shall be commenced, erected or maintained upon any Lot located with The Property or Additions to The Property nor shall any exterior addition to or change or alteration be made to any previous improvements on a Lot, until the plans and specifications showing the nature, kind, shape, height, materials, color or shade of exterior paint or stain, square footage, location and landscaping of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee (the "ACC"). To the extent required by the ACC, all structures shall reasonably blend with the natural surroundings. The ACC approval process is described in detail in Article VII of the Declaration. In the event the ACC fails to approve or disapprove such design and location within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and this subsection will be deemed to have been fully complied with. One copy of all plans and relocated data shall be furnished to the Association for its records.

Section 2. Location of Houses. In order to ensure that the location of houses will be

staggered where practical and appropriate, so that the maximum amount of view, privacy and breeze will be available to each house and that the structures will be located with regard to the topography of each individual Lot, taking into consideration the location of large trees and similar consideration, the ACC shall have the right, subject to review by the Board of Directors, to decide the precise site and location of any dwelling or other structure upon The Property and the Additions to The Property; provided however, that such location shall be determined only after reasonable opportunity is afforded the Owner to recommend a specific site.

Section 3. Removal of Trees and other Vegetation. In reviewing the building plans, the ACC shall take into account the natural landscaping such as trees, shrubs and palmettos and shall encourage the Owner to incorporate them in his landscaping plan. Consistent with the general restriction regarding removing trees set forth in Article II, no tree of 6 inches or more in diameter at ground level may be cut or removed without prior written approval of the ACC, which approval may be given when such removal is necessary for the construction of a residence. No trees or vegetation may be removed without prior written approval of the ACC. Non- construction modifications are referred to in Article II Section 7.

Section 4. Building Type. Except as permitted by the ACC, no building shall be erected, altered, placed or permitted or remain on any Lot other than on detached single-family dwelling not to exceed thirty-five (35) feet in height, with an attached garage for not less than two nor more than four cars and a storage room or tool room attached to the ground floor of such garage. Unless approved by the ACC as to use, location and architectural design, no garage, guest suite, as described more fully below, or cabana may be constructed separate and apart from the dwelling nor may any of the aforementioned structures be constructed prior to the main residence. No barn or tool shed shall be placed on any Lot at any time either temporarily or permanently. In evaluating the plans submitted for such separate structure, the ACC will consider not only whether the separate structure blends with the natural surroundings, but also whether the separate structure conforms in style and in building materials with the main dwelling. The requirements for maintenance of the main dwelling apply with full force and effect to any separate structures that may be approved by the ACC.

No structure except bridge piers, drainage retention areas or recreational walks or facilities approved by Seminole County shall be located in the defined flood prone areas as of June 23, 1980, which is the date of the original Springs Landing Declaration of Covenants and Restrictions.

Section 5. Land Use: Occupancy Requirements. No owner may subdivide a Lot. No Lot shall be used except for residential purposes. No garage, basement or structure of a temporary character, such as a trailer (including, but not limited to construction trailers), tent, shack or other outbuilding, shall be used on any Lot at any time as a residence either temporarily or permanently. There shall be no occupancy of a residence until completion of construction. Each Lot shall have space for parking of two motor vehicles prior to occupancy.

Section 6. Building Location.

(a) Front yards shall not be less than twenty-five (25) feet in depth measured from the front Lot line to the front of any building structure.

(b) Rear yards shall not be less than twenty (20) feet in depth measured from the rear Lot line to the rear of any building structure, exclusive of pool or patio.

(c) Side yards shall be provided on each side of every dwelling structure of no less than ten (10) feet from side Lot lines.

(d) AH residential structures shall be set back at least two hundred (200) feet from the mean high water line of the Little Wekiva River. Swimming pools, separate guest suites, as described below, and separate structures approved by the ACC, if any, shall be set back a distance of at least one hundred fifty (150) feet from the mean high water line.

Section 7. Dwelling Size. All residences shall have a minimum of 2,000 square feet of living area.

Section 8. Dwelling Quality. The ACC shall have final approval of all exterior building materials. Concrete block shall not be permitted on the exterior of any residence or detached structure above grade. The ACC shall discourage the use of imitation brick for front or side material and encourage the use of front or side materials such as brick, stone, wood and stucco, or a combination of the foregoing.

Section 9. Roofs. Flat roofs shall not be permitted unless approved by the ACC. Such areas where flat roofs may be permitted are Florida rooms, porches and patios. There shall be no flat roofs on the entire main body of a residence. The ACC shall have discretion to approve such roofs on part of the main body of a residence, particularly if modern or contemporary in design. No built-up roofs shall be permitted, except on approved flat surfaces. Standard asphalt or fiberglass shingles shall not be permitted as roofing material. Roofing materials to be used shall be dimensional shingles (minimum weight 260 lbs.) wood shakes or tile or other material as may be approved by the A&C.

Section 10. Garages. All garages must have a minimum width of twenty-two (22) feet for a two car garage, thirty-three (33) feet for a three car garage, or forty-four (44) feet for a four car garage, measured from inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two car garage or two (2) sixteen (16) foot doors for a four car garage, or two (2), three (3) or four (4) individual overhead doors, each a minimum of eight (8) feet in width, and a separate service door, if feasible, facing to either the side or the rear of the Lot. No carports will be permitted. Garage door openings should not be visible from the street in front of the residence. All garage doors must be maintained in usable condition. Window coverings on garage windows are required and should conceal from view the contents of the garage.

Section 11. Driveway Construction. All residences shall have a paved drive of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Asphalt will be permitted, if construction is in accordance with the following specifications; minimum of six inches of compact clay, four inches of compacted lime rock, one inch blacktop asphalt. The ACC may consider other types of pervious or impervious materials excluding any type of loose material.

Section 12. Sidewalks. Each Owner shall construct a concrete sidewalk along all street rights of way adjacent to the Lot. The sidewalk shall be 2500 p.s.i. concrete, four (4) feet wide and four (4) inches thick except at driveways where it shall be six (6) inches thick.

Section 13. Mailboxes. No mailbox or paper box or other receptacle of any kind or use in the delivery of mail or newspapers or magazines or similar material shall be erected on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ACC. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each Owner, on the request of the ACC, shall replace the boxes or receptacles previously employed for such purpose or purposed with wall receptacles attached to the residence.

Section 14. Fences and Walls. No chain link fence shall be installed by any Owner. The height of all fences and walls is restricted to no more than six (6) feet except for privacy enclosures around bathroom windows and doors. The composition and location of any fence or wall to be constructed on any Lot shall be subject to the approval of the ACC. The "finished" side of any such fence or wall improved or constructed shall face to the outside of the Lot, so as to be visible as viewed from the property surrounding the Lot upon which same is constructed.

Section 15. Service Yard. Each Lot must have constructed thereon a fence or wall which shields and hides from view a small service yard which may be used to store garbage containers and other storage receptacles. Plans for such fencing or wall delineating the size, design, texture, appearance and location must be approved by the ACC prior to construction.

Section 16. Guest Suites. A guest suite or like facility may be include as part of the man dwelling or as an accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided further, such guest suite would not result in overcrowding of the site.

Section 17. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any Lot shall be subject to the requirements of the ACC, which include, but are not limited to the following:

(a) Composition to be of material thoroughly tested and accepted by the industry for such construction.

(b) The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the residence.

(c) No screening of pool area may stand beyond a line extended and aligned with the side walls of the residence unless approved by the ACC.

(d) Pool screening may not be visible from the street in front of the residence.

(e) Location and construction of tennis court to be approved by the ACC.

Section 18. Sewage. Prior to the occupancy of a residence on any Lot, proper and suitable provision shall be made for the disposal of sewage.

Section 19. Storage Receptacles. Fuel tanks and similar storage receptacles may not be exposed to view and may be installed only within the main dwelling house, within a guest suite or other separate structure approved by the ACC, within the service yard described above or buried underground.

Section 20. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for purposes of construction on such Lot and shall not be stored on such Lots for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 21. Completion of Construction. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities.

ARTICLE II

GENERAL RESTRICTIONS

Section 1. Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on the Lot which could tend to substantially decrease the beauty of the community as a whole or the specific area.

Section 2. Offensive Activity. No obnoxious or offensive activity shall be carried on upon The Property or Additions to The Property, no shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, illegal or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.

Section 3. Insect and Fire Control: Trash Removal. In order to implement effective insect, reptile and woods fire control, the Association shall have the right to enter upon any Lot (with prior written approval of the Association for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Association. Such entrance shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

Section 4. Signs. A "for sale" sign will be permitted on a Lot only if such sign is in accordance with the Association's established criteria regarding size, shape, color, design and location on the Lot. A political sign will be permitted on a Lot from three weeks prior to an election to one day following the election. Contractor signs will not be allowed on any Lot. No other signs of any type will be permitted.

Section 5. Parking; Vehicle Repair. Each Lot shall maintain space for parking of two (2) motor vehicles off the street in accordance with reasonable standards established by the Association. No motor vehicle shall be parked on the street, the right of way or on the grass of any Lot at any time. No repairs, alterations or modifications shall be made to any motor vehicle except in an enclosed garage. Parking on the street is discouraged

Section 6. Trailers and Boats. No house trailer, travel trailer, recreational vehicle, camper, boat, commercial Vehicle, contractor vehicle or equipment shall be placed on any Lot unless it is garaged or fenced in a manner totally concealing it from view from any other Lot. The ACC may allow parking for a forty-eight (48) hour period before and after use of said vehicles as well as extended periods based on mitigating circumstances. This forty-eight (48) hour allowance does not apply to commercial vehicles, trailers or equipment. Commercial or contractor vehicles are permitted during periods where same are being used to perform work on or make deliveries to Lots. A fence constructed in compliance with this section shall also comply with all general requirements for fences and approval by the ACC as set forth in Article I.

Section 7. Trees. No healthy living trees measuring six (6) inches or more in diameter at ground level may be removed without the prior written approval of the ACC unless located within ten (10) feet of the main dwelling, guest suite or other separate structure approved by the ACC. Except as provided in Article I no living trees may be removed which significantly alter the appearance of any Lot from the street or any other Lot. New construction or modifications to Lots shall be consistent with Article I Section Three.

Section 8. Ingress and Egress. The Owners shall have no rights of ingress or egress from or to The Property or the Additions to The Property through adjacent residential developments known as "The Springs" and "Sabal Point", except for such rights as may be

required by Seminole County or other governmental authorities for emergency and natural disaster purposes.

Section 9. Motorized Vehicles. Licensed motorized vehicles may not be operated except on the streets. All unlicensed motorized vehicles, including but not limited to go karts, all terrain vehicles, dirt bikes and other similar motorized vehicles are prohibited. (This section is the responsibility of the Seminole County Sheriffs Department not the SLHOA.)

Section 10. Use of BB Guns Prohibited. The use of BB guns or other similar air or gas- operated guns, for any purpose whatsoever on The Property or any Additions to The Property is strictly prohibited.

Section 11. Landscaping. The front and side yards of all Lots must be sodded. Appropriate shrubs must be placed in the front and on each side of the residence. Wood mulch, nuggets or decorative stones that have the appearance of mulch must be used in areas around shrubs and trees unless the area up to the base of the shrub or tree is sodded.

Section 12. Game and Play Structures. All game and play structures, including basketball backboards, shall be located at the side or rear of the residence or on the inside portion of the corner Lots within the set-back lines. Lots with homes with an "I" front may maintain a basketball backboard within the inside of the "I". Tree houses or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the residence constructed thereon.

Section 13. Outside Installations. No radio or television signals or any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio received upon any other Lot. No outside antenna or satellite dish for radio or television shall be constructed, erected or maintained at any time on any Lot, except as follows:

(a) A satellite dish no larger than 18 inches may be installed on any Lot provided it is not visible from any street, whether visible is from the front or the rear

(b) If the satellite dish is visible from any street, it must be installed as inconspicuously as possible and approved by the ACC prior to installation

Section 14. Garbage and Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers. All containers shall be kept within the garage or the service yard except during pickup. To facilitate pickup, containers may be left at the curb for a reasonable period or time, as determined by the ACC. There shall be no burning of trash or any other waste material.

Section 15. Temporary Structures. Except upon the express written approval of the

ACC, no structure or a temporary character shall be placed upon The Property or Additions to The Property; provided however, that this prohibition shall not apply to shelters used by a contractor during construction, it being clearly understood that these latter temporary shelters may not be permitted to remain on the Lot after completion of construction.

Section 16. Clotheslines. No clotheslines shall be placed on any Lot at any time.

Section 17. Window Air Conditioning Units. No window or wall air conditioning units shall be permitted which are visible from the street or any other Lot

Section 18. Inoperative Vehicles. No inoperative cars, truck, trailers or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of 48 hours; provide however, this provision shall not apply to any such vehicle being kept in an enclosed garage. All vehicles shall have current license plates.

Section 19. Utility Connections. All house connections for all utilities including, but not limited to water, sewerage, electricity, gas and telephone, shall be run underground from the proper connecting points to the residence in such manner to be acceptable to the governing utility authority.

Section 20. Household Pets. No Lot or residence shall be used for keeping or breeding of livestock animals or poultry of any kind, except that household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose. All domestic animals shall either be kept on a leash or kept within an enclosed area.

Section 21. Sidewalk Maintenance. The concrete sidewalk on each Lot shall be maintained in good structural condition by the Owner unless maintenance is formally accepted by Seminole County or the Springs Landing Homeowners Association, Regardless of whether such maintenance is formally accepted by other, the Owner of each Lot shall have sole responsibility for keeping the sidewalk clear of all vegetation, including shrubs and overhanging tree limbs, and free of debris and mold.

Section 22. Screening. All screening used in the construction of a residence shall be bronze anodized screening materials.

ARTICLE B
SPECIAL RESTRICTIONS RELATED TO THE
COMMON PROPERTY AND GREEN BELT AREAS

Section 1. Fencing and Hedges. Except as permitted by the ACC, no Owner shall fence any portion of the green belt areas or Common Property or place a hedge thereon or fence or hedge that portion of their property which faces or abuts the green belt areas or Common Property or cause the same to become obstructed in any manner whatsoever.

Section 2. Buildings. Except as noted elsewhere herein, no Owner shall erect or cause to be placed on any lands shown and set aside as a green belt area on plats filed for

record in the Office of the Clerk of the Court of Seminole County, Florida with respect The Property and the Additions to The Property or otherwise shown thereon as Common Property any building, tent, trailer or other structure, either temporary or permanent.

Section 3. Wildlife. The Association shall have the right to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkeys and other wildlife, to make access trails or paths through the green belt areas and Common Property for the purpose of permitting observation and study of wildlife, hiking and riding, to erect small signs throughout the same designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the aforementioned areas.

Section 4. Trash. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be permitted upon the green belt areas or Common Property except as is temporary and incidental to the bona ride improvement of the area in a manner consistent with its classification as green belt areas or Common Property.

ARTICLE IV **ANTENNA, AERIALS. SATELLITE DISKS & FLAGPOLES**

Except as may be permitted by the prior written consent of the Association, or as may be permitted by governmental statutes or regulations, no flagpoles shall be placed upon any Lot. Antennas, Aerials and Satellite Dishes are governed as follows:

Section 1. Definitions. The following definitions apply to this Antennas, Aerial Antennas, Satellite Dishes and Flagpoles provision (hereinafter, the "Antenna Provision"):

(a) "Antenna" means any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

(b) "Covered Antenna" means an Antenna covered by the FCC's Over-the-Air Reception Devices (OTARD) Rule.

(c) "Central Antenna System" means an antenna system installed by the Association to serve more than one Resident simultaneously.

(d) "Exclusive Use Area" means an area (and airspace) in which the Resident (as hereinafter defined) has a direct or indirect ownership or leasehold interest and which is designated for the exclusive use of the Resident. However, such designation shall not be required to exist within the Covenants, Articles or Bylaws, and may be implied and/or implicit in the ownership or leasehold of a Unit.

(e)"Individual Antenna" means an Antenna installed by one Resident (as hereinafter defined) for reception by that Resident. (f)"Mast" means a structure to which an Antenna is attached that raises the Antenna height to enable the Antenna to receive acceptable-quality signals.

(g)"Resident" means any person or entity who has a direct or indirect ownership or leasehold interest in a Unit, regardless of whether such person or entity actually lives or dwells on the Unit

(h) "Transmission-Only Antenna" means an Antenna that has limited transmission capability and is designed for the Resident to select or use video programming.

Section 2. Antenna Size and Type. Subject to criteria detailed elsewhere herein, the following are Covered Antennas and may be installed:

(a)Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter may be installed. DBS antennas larger than 39.4 inches (1 meter) are prohibited.

(b) Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter may be installed. MDS antennas larger than 39.4 inches (1 meter) are prohibited.

(c) Antennas designed to receive television broadcast signals, (hereinafter referred to as "Television Broadcast Covered Antennas") regardless of size may be installed.

(d) Transmission-Only Antennas that are necessary for the use of Covered Antennas may be installed.

(e) Masts that are required for the installation of Covered Antennas may be installed.

(f)All Antennas not listed in items 3.10.3.2.1 through 3.10.3.2.5 immediately above (including amateur or ham radio antennas) not covered by the FCC's Over-the-Air Reception Devices Rule as amended are prohibited.

Section 3. General Rules. Residents are permitted to install Covered Antennas only according to the following rules, provided that these rules do not reasonably delay Covered Antenna installation, maintenance, or use, or preclude reception of acceptable-quality signals from Covered Antennas.

(a) Location

(i) Covered Antennas are permitted to be installed solely on Units or Exclusive Use Areas.

(ii) If Television Broadcast Covered Antennas are to be installed, then they must be installed inside the dwelling located on a Unit wherever possible.

(iii) Covered Antennas shall not encroach upon any Common Improvements, any Unit or Exclusive Use Area of another Resident, Common Improvements airspace, or the airspace of a Unit or Exclusive Use Area of another Resident.

(iv) Covered Antennas shall be located in a place shielded from view from dwellings located on other Units, from streets, or from outside the Unit to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible location. This section does not permit installation on Common Improvements, even if an acceptable-quality signal cannot be received from a Unit or Exclusive Use Area.

(v) If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonable increase the cost, or preclude reception of acceptable-quality signals, the Resident must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.

(b) Installation

(i) Covered Antennas shall be neither larger nor installed higher than is necessary for reception of an acceptable-quality signal.

(ii) All installations shall be completed so that they do not materially damage any Committed Property or void any warranties or the Association, other Residents, or in any way impair the integrity of any dwelling or building on the Committed Property.

(iii) A Resident is not required to hire a professional antenna installer. However, any installer other than the Resident shall employ qualified personnel to install the Covered Antenna and shall provide that Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits. Contractor's general liability (including completed operations): \$1 million. The purpose of this regulation is to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instruction. Improper installation could cause damage to structures, posing a potential safety hazard to Residents and personnel.

(iv) Residents are liable for any personal injury or damage occurring to Common Improvements, another Resident's Unit or Exclusive Use Areas arising from installation, maintenance, or use of a Covered Antenna, and shall:

(1) pay the repair cost for damages to the Common Improvements, another

Resident's Unit or Exclusive Use Areas and any other property damaged by Covered Antenna installation, maintenance, or use;

(2) pay the medical expenses incurred by persons injured by Covered Antenna installation, maintenance and/or use; and

(3) reimburse Residents or the Association for damages cause by Covered Antenna installation, maintenance and/or use.

(v) A Resident installing a Covered Antenna shall indemnify the Association against injury or loss caused by the Covered Antenna.

(c) Maintenance.

(i) Residents shall not permit their Covered Antennas to fall into disrepair or to become a safety hazard. Residents shall be responsible for the maintenance, repair and replacement of their Covered Antenna and the correction of any safety hazard caused by their Covered Antenna within thirty days after notification of the need for repair.

(ii) If Covered Antennas detach, the Residents thereof shall remove the Antennas or repair such detachment within seventy-two hours of the detachment. If the detachment threatens safety, the Association may remove Covered Antennas at the expense of the Resident.

(iii) Residents shall be responsible for their Covered Antenna's maintenance and shall not permit the exterior surfaces of their Covered Antennas to deteriorate.

(iv) If the Resident fails to maintain or does not correct a safety hazard within thirty days after notification, the Association may enter onto the Unit where the Covered Antenna is located to make repairs. Any repair expense will be charged to or paid by the Resident of the Unit where the Covered Antenna is located.

(d) Covered Antenna Camouflaging.

(i) Covered Antennas shall be neutral in color or painted to match the color of the structure (e.g., wall, railing, dwelling, etc.) on which they are installed.

(ii) Covered Antennas installed on the ground and visible from the street or other Unit or Exclusive Use Areas must be camouflaged. A Covered Antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

(iii) Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

Section 4. Safety. Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Residents must comply with the following safety guidelines: Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions. If a Resident must obtain a permit in compliance with a valid safety law or ordinance, then the Resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment, and resulting personal injury or property damage.

Section 5. Number of Covered Antennas. No more than one Covered Antenna providing the same service from the same provider may be installed by a Resident on a Unit.

Section 6. Association Use of Common Improvements for Covered Antenna Installation.

(a) The Association may choose to set aside a portion of Common Improvements for the installation of a Central Antenna System to receive telecommunications signals. If the Association chooses to install a Central Antenna System, the Association may prohibit Individual Antenna installations provided that the following conditions are met:

(j) The Central Antenna System offers the same service from the same provider as the Individual Antenna;

(ii) The proportionate costs for both the Central Antenna System installation and the signal reception (including any service fees) must be equal to or lower than the costs for installation and service of an Individual Antenna;

(iii) The quality of signals received from the Central Antenna System is equal to or better than that of signals received from Individual Antennas; and

(iv) There is no unreasonable delay in receiving the signals.

(b) If the Association installs a Central Antenna System, it may order the removal of Individual Antennas provided that the Association pays for the removal of the Individual Antennas and reimburses the Residents the value of the Individual Antennas.

Section 7. Mast Installation.

(a) A Mast's height may be no higher than absolutely necessary to receive acceptable-quality signals.

(b) Masts extending 12 feet or less beyond the roofline may be installed on Units or Exclusive Use Area Property, subject to the regular notification process (see below). Masts that extend more than 12 feet above the roofline or are installed nearer to the Unit boundary line than the total height of the Mast and Covered Antenna above the roof must be pre-approved due to safety concerns posed by wind loads and the risk of falling Covered Antennas and Masts. Any application for a Mast higher than 12 feet must include a description of the Covered Antenna and the Mast, the location of Mast and Covered Antenna installation, a description of the means and method of installation, including any manufacturer specifications, and an explanation of the necessity for a Mast higher than 12 feet. If this installation will pose a safety hazard to Residents or other personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

(c) Since Masts extending more than 12 feet above the roofline pose risks of personal injury and damage to Common Improvements and other Units Exclusive Use Areas, these Masts shall be installed by an insured Covered Antenna installer to ensure proper and secure installation.

(d) Masts must be painted to match the color of the dwelling on the Unit where the Covered Antenna is located.

(e) Masts shall not be installed nearer to electric power lines that a distance equal to the total height of the Mast and Covered Antenna above the roof. The purpose of this regulation is to avoid damage to electric power lines if the Mast should fall in a storm.

(f) Masts shall not encroach upon Common Improvements or another Unit or Exclusive Use Areas.

(g) To prevent personal injury and property damage, Masts must be installed to safely withstand environmental conditions (e.g., winds from storms, hurricanes, etc.).

Section 8. Covered Antenna Removal. Covered Antenna removal requires restoration of the installation location and any other affected locations, if any, to their original condition.

Residents of the Unit where the Covered Antenna was located shall be responsible for all costs relating to restoration of these areas.

Section 9. Association Maintenance of Locations upon Which Covered Antennas Are Installed. The following provisions apply to Covered Antennas installed by a Resident on a portion of the Committed Property maintained by the Association:

(a) If a Covered Antenna is installed by a Resident on a portion of the committed Property that the Association maintains, that Resident retains responsibility for the maintenance of the Covered Antenna. Covered Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other

Residents. If increased maintenance or damage occurs, the Resident who installed, purchase and/or leased the Covered Antenna is responsible for all such costs. Notwithstanding anything to the contrary, nothing herein shall grant the right to a Resident to install a Covered Antenna on any portion of the Committed Property to be maintained by the Association.

(b) If maintenance requires the temporary removal of Covered Antennas, the Association shall provide the Resident of the Unit where the Covered Antenna is located with ten days' written notice. Said Resident shall be responsible for removing or relocating the covered Antenna before maintenance begins and replacing Covered Antennas afterward. If they are not removed in the required time, then the Association may do so, at the Resident's expense. The Association is not liable for any damage to Covered Antennas caused by Association removal. The Association is not responsible for reinstalling Covered Antennas.

(c) If Covered Antennas pose immediate threats to Association Residents and personnel or Committed Property, then the Association has the right to remove Covered Antennas. The Association is not liable for any damage to Covered Antennas caused by this removal.

Section 10. Notification Process.

(a) Any Resident desiring to install a Covered Antenna must complete a notification from and submit it to the Design Review Board, in care of the Association office. The installation may then begin immediately. The purpose of the notification process is to allow the Association to provide Covered Antenna installation rules and other information to Resident, to know if a person other than the Resident will be entering the Committed Property for Covered Antenna installation, and to determine whether the installation could pose a safety hazard. However, nothing herein shall impose a duty of the- Association to oversee installation or preclude any danger or safety hazard.

(b) The Association may hire an independent contractor to determine whether an installation in a non-conforming location is necessary. If the independent contractor finds that installation in a conforming location is possible, then the Resident will be required to relocate the covered Antenna to a conforming location.

Section 11. Installation by Tenants. These rules shall apply in all respects to all Residents, whether Owners or tenants.

Section 12. Enforcement. If these rules are violated, the Association, after providing the Resident with notice and opportunity to be heard, may bring an action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association rules are enforceable, the Association may proceed with a lawsuit in a court of competent jurisdiction to obtain:

- (a) a declaratory statement by the court with respect to this matter;
- (b) an injunction compelling the removal of the antenna;
- (c) an award of attorney fees and costs arising from this matter, whether arising during pre- litigation following the FCC validation, litigation or appeal; or
- (d) such other relief as the Association and the court deem appropriate.

ARTICLE V
GENERAL PROVISIONS

Section 1. Any member may submit a complaint to the ACC regarding alleged violations of these Criteria by other owners. Any such complaint must be in writing, - signed and dated by the owner filing the complaint. The ACC is not obligated to address or to respond to anonymous complaints,

Section 2. In the event of a conflict between the ACC Planning Criteria and the Declaration, the Declaration will control.

Section 3. Any and all plans or projects submitted to the ACC for approval must be commenced within ninety (90) days of ACC approval or be resubmitted for re-approval, unless the ACC specifically authorizes in writing a longer time. Applicants must submit a project schedule of completion prior to starting construction subject to the approval by the ACC.