

Revised (4/13/2021)

**FAIRWAY HILLS USE RESTRICTIONS AND RESTRICTIVE
COVENANTS MANUAL**

1. **MANUAL PURPOSE:** This manual is provided to each homeowner and renter to assist in understanding and complying with the Article III USE Restrictions and Restrictive Covenants associated with living in a deed restricted community such as Fairway Hills and the role of the Architectural Review Committee (ARC) of the Board in administering these policies. It is not the intent of the Home Owners Association (HOA) Board or the ARC to act as investigative or punitive agencies, but rather as required by the State Statutes and laws governing our community, to insure that all homeowners and renters comply with the governing documents.

2. **ARC PURPOSE:** The purpose of the ARC Committee of the Board is to review and rule on all requests for approval from the homeowner of Fairway Hills and to establish within the USE Restrictions and Restrictive Covenants procedures for the enforcement of the covenants and restrictions outlined in par 3.01 in the Supplemental Declaration of Covenants, Conditions and Restrictions for DeBary Plantation Unit 7A (Fairway Hills) dated 4 November 1993 including amendments. Attached is an **ARC Manual** which is incorporated and made part of this governing document. (See Attachment A)

In addition, and of primary importance, by insuring that each homeowner and the board enforce the restrictions and covenants, properties within our community will retain their values. We urge all residents to read and understand these documents. If you have any questions, please contact an ARC or Board member.

3. **HOA BOARD POLICY:** The HOA Board Policy on administration of the Rules and Regulations outlined in the Use Restrictions and Restrictive Covenants Manual of the Fairway Hills HOA Supplements Declaration is defined as follows: In accordance with paragraph 9.05 of the Master Association, Use Restrictions and Restrictive Covenants are hereby declared to constitute "rules and regulations" as defined in the Original Declaration, and this policy is applicable to the Use

Restrictions and Restrictive Covenants of Fairway Hills. The specific intent of this definition is to render the enforcement and, as may be desired, subsequent modification thereof as flexible as is reasonably practicable, and to vest the same solely in the Board, without the necessity for Member vote or ratification. However, so defining the Use Restrictions and Restrictive Covenants to constitute rules and regulations in their way shall not diminish or impair their validity, their status as covenants running with the land, or create any defense in favor of any member and against the Association with respect to the enforcement by all means provided by the Supplemental Documents and governing law of such Use Restrictions and Restrictive Covenants.

4. **IMPORTANT CLARIFICATION:** To clarify the relationship between the Declaration of Master Covenants, Conditions and Restrictions and the Supplemental Declaration for Unit 7Aa (Fairway Hills). Article I Master Covenants of the Supplemental Declaration for Fairway Hills, par 1.02 states: In lieu of Article XIV of the Original Declaration, there is imposed on each and every Residential Unit in Unit 7A the Use and Restrictions and Restrictive Covenants set forth in Article III below.

In addition, "To the extent any Supplemental Declaration, whether delivered and recorded prior or subsequent to the Use Restrictions and Restrictive Covenants of paragraph 14.02 of the Master Covenants, etc. contains any restrictions or covenants which are more strict, which add any provisions or which impose special rules for the portions of the Property to which such Supplemental Declaration applies, then all such provisions of each Supplemental Declaration stand in full force and effect, **no provision of the Master Documents withstanding.**"

FAIRWAY HILLS RESTRICTIONS AND COVENANTS

The Fairway Hills Homeowners Association (HOA), acting through its Board of Directors, shall have the authority to make and to enforce standards and restrictions governing the use of Residential Units and the Fairway Hills Common Area.

3.01 Restrictive Covenants:

- A. No Residential Unit shall be used for any purpose except residential. Not more than one (I) living unit shall be permitted on each Lot. The term "residential" is intended to prohibit any commercial use, trade or business of any kind, including professional office use, of any portion of any Residential Unit. No building shall be erected, altered, placed or permitted to remain on any Residential Unit except those approved as set forth in Article XIII of the Original Declaration and the following general restrictions:
- B. No Corporate Ownership: A lot may be owned by one or more natural persons who have been qualified and been approved by the Association as elsewhere provided herein. However, after the effective date of this amendment, (06/11/2018), title to a lot may not be acquired by or sold or otherwise transferred to a **corporation, partnership, or other entity**. Except that title may be acquired by or sold or transferred to a Trust, if pre-approved by the Board, with such approval contingent on the Board being provided with satisfactory evidence that the sole purpose of the Trust is for estate or financial planning. Any approval of the ownership by a Trust shall be conditioned upon designation by the Trustee of one natural person to be the "Primary Occupant" of the lot. The use of the Lot shall as if the Primary Occupant were the only actual Lot Owner, with the Primary Occupant being the person entitled to vote on behalf of the Lot, and exercise rights of membership.

ARC Approval:

- (I) Approval is required for all Exterior Alterations, Modifications, Improvements, and Additions. No changes, alterations, modifications, improvements or additions to the exterior off the house or yard, including landscaping, may be made without

ARC approval. Special Note: ARC applications and approvals are required for all work or improvements to the exterior of the residence. When in doubt, an application should be completed and submitted.

(2) No change to the exterior of the house or yard may be made without ARC approval.

(a) No building, fence, wall, pool and/or structure shall be erected or placed upon, altered, or permitted to remain on any Residential Unit unless and until the owner submits the floor plan, elevations, site clearing plan and abbreviated specifications (including exterior material and colors) and such plans have been reviewed and approved by the ARC, as provided herein. The

(b)

ARC shall review the proposed building or structure (including plans and specifications for same) for compliance with the use restrictions set forth herein and the community-wide standards, and the quality of workmanship and materials, the harmony of the external design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, landscaping, vegetation and the finished grade of elevation of the Lot and any other relevant considerations which are based on acceptable standards of planning, zoning and construction, including considerations based exclusively on aesthetic factors. (See attached request form) No security gate, door, screen enclosure or similar structure will be added to a homeowner's residence without approval of the Fairway Hills Architectural Review Committee (ARC). Effective I February, 2014, any modification to a screened porch such as enclosing it, or modifying the existing configuration in any way, will require submission of an Architectural Review Application Form, (See Attachment #2), to the Chairman of the ARC for approval, PRIOR to any change or work being performed.

(b) Building Location: All front, side and rear setback and Residential Unit lot line construction restrictions for the Property shall be as prescribed for patio homes [zero lot line homes] in the Planned Unit Development Resolution for DeBary Plantation PUD between the Declarant and the County of Volusia and the recorded plat for the Property.

(c) Dwelling Size: No residence shall contain less than 1200 square feet of enclosed living area. The living area is defined as that portion of the residence which has finished walls, ceilings and floors which is insulated, and which is heated and air conditioned by a central system. An air conditioning system is optional; however, that if this option is exercised, said air conditioning shall be by a central system. The floor space within the garage, breezeway, porch or unfinished storage area or utility room shall not be included within the living area for purposes of determining the minimum required area.

(d) Temporary Structures: No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, barn or other similar structure or vehicle, shall be used or permitted to remain on any Residential Unit as a storage facility or residence or other living quarters whether temporary or permanent, unless approved by the ARC for use during construction only.

(e) Motor Vehicles and Repairs:

- (1) No truck or other watercrafts, boat, boat and trailer, trailer, house trailer, motor home, camper, commercial truck, commercial vehicles, or other similar vehicle shall not be used as living space for residents or guests; Such boats, vehicles etc. cannot be parked in the driveway except to clean and re-provision and then and then for only a maximum of twenty four (24) hours. Similarly, no such vehicles may be parked on the street (including the right of way thereof). Those commercial vehicles specifically engaged in service to a property owner may park a vehicle on the street or in a driveway **only** during the period service is being rendered. No homeowner or visitor vehicles, shall be permitted to park on the street (including the right of way thereof) **overnight** or for a continuous period in excess of **five (5) consecutive hours**. This restriction is **waived for a first responder** whose vehicle is clearly marked as a police, sheriff or fire department vehicle. This waiver **does not** apply

to a personal vehicle of a first responder. In addition, no vehicle can obstruct the walkway or sidewalk at any time.

(2) A Commercial Vehicle shall be defined as a vehicle that is used primarily in connection with the conduct of any business activity, and is not used primarily for the transportation of people. Any vehicle which displays business-related information, such as business names, telephone numbers, or internet information, shall be deemed as a Commercial Vehicle. A pick-up truck with a load capacity of more than three quarter tons is deemed a Commercial Vehicle.

Parking violation tickets issued by the Protection Services patrol units will be reported to the Master Association CAM representative for follow up and action as follows:

(3) All parking type violations for all vehicles, including but not limited to cars and trucks of all types and styles. Motor homes, trailers, boats, commercial vehicles, motorcycles, etc. will be subject to the following fines: First offense \$25.00 per day with repeat offenses \$50.00 per day to a maximum of \$1000 (Florida Statute 720.305). All parking fines will go through the Grievance Committee.

(4) No inoperative vehicle, boat, boat and trailer, or trailer alone shall be parked, stored or otherwise permitted to remain on any Residential Unit except in an approved garage attached to the residence. No truck or other commercial vehicle which contains lettering or advertising thereon which is identified with a business or commercial activity, shall be parked or stored or otherwise permitted to remain on any Residential Unit except in a garage attached to the residence. **This restriction is waived for first responder vehicles.**

(5) There shall be no extensive repair performed on any Recreational Vehicle, as defined above, in any driveway or street adjacent to any Residential Unit.

(6) There shall be no major repairs performed on any vehicle on or adjacent to any Residential Unit on any street.

(7) No parking on grass or any portion of the lot outside of the enclosed garage and/or the driveway surface.

(8) No vehicle may be parked in the driveway while covered with a blanket or other covers.

(9) Electric Powered Vehicles reduce energy consumption and hydrocarbon emissions.

a. Golf Carts are to be used for golf-related activities and should enter the golf course at designated locations. They also may be used for point-to-point

transportation in the community. The expanded sidewalks on Donald E Smith and DeBary Plantation Boulevard were designed for golf cart use. In all other areas of the community, golf carts are only allowed on the street and not on the pedestrian sidewalks. A golf cart driver must be at least 16 years of age and be a licensed driver for use on a public street. Golf carts must be equipped with headlights, side and rear view mirrors, rear reflectors and a horn. Other than being used for golf related activities, golf carts may not be driven or parked on grass areas, sidewalks, or shoulders of streets. In that regard, all cart use must be within the scope of the law. (Florida Statue, section 316.1995) and follow the general rules of the road in the same manner as an automobile, including, but not limited to, adhering to speed limits, following one-way signs and use of arm-turn signals when turning. All passengers of the golf cart must be properly seated while the cart is in motion, and may not be transported in a negligent manner. The number of passengers shall not exceed the seating capacity of the cart. Golf carts may be parked on Common Areas intermittently (defined as 3 hours or less). Golf carts cannot be parked in Common Areas overnight. Golf carts must be stored in the garage of the Owners Residential Unit. There must be room to park a golf cart on the Owners Residential Unit.

b. Segway type vehicles may be used for personal transportation within the law's requirements.

c. Power Chairs may be used for the handicapped within the law.

(10) Fossil fueled unregistered Off-road vehicles may not be used on common property or cross over common property to access other areas. This includes:

a. ATV's

b. Dirt bikes or motorcycles

c. Pickup trucks, two or four wheel drive

Any damage caused by these vehicles to common property will be the responsibility of the owner of the vehicle and will be charged to their account.

(11) Drones or other unmanned vehicles or any other technology developed, must respect the air rights of each Residential Unit Owner. The air space up to five hundred feet (500') above each Unit is in the control of the Unit Owner and they may restrict its use including trespass. The air space above five hundred (500') is considered "Public Space", and is governed by the U.S. Government through the FAA. The Board may promulgate additional reasonable rules regulating the use of

drones as it sees fit. In no case will the landing of these vehicles be allowed on Common Property.

Any damage caused by these vehicles to Common Property will be the responsibility of the Owner of the vehicle or the Owner who invited or allowed the driver/vehicle onto the Association Property, and the cost of repair will be charged to that Owner.

(f) **Vehicle Removal:** Any commercial, recreational or other vehicle parked or stored in violation of these restrictions or in violation of any rules of regulations adopted by the association concerning the same may be towed away, or otherwise removed, by or at the request of the Association and at the sole expense of the homeowner. The homeowner is responsible for any such commercial, recreational, or other vehicles in violation of these restrictions or such rules and regulations. In the event of such towing or other removal, the Association shall not be liable or responsible to the owner of such vehicle for trespass, conversion, or damage incurred as an incident to or for the cost of such removal or otherwise; nor shall the Association, or its agents, be guilty of any criminal act or have civil liability by reason of such towing or removal, and neither its towing or removal nor the failure of the owner of the towed or removed vehicle to receive any notice of the violation of provisions of the violation of provisions of this Section shall be grounds for relief of any kind.

(g) **Mail Boxes:** All mail box installation and design, including centralized or "gang" boxes, shall be subject to approval by the ARC.

(h) **Animals:** No livestock, poultry, or animal of any kind or size shall be raised, bred, or kept on any Residential Unit: provided however, that dogs, cats, or caged birds may be raised and kept provided such pets are not kept, bred, or maintained for commercial purposes. Such approved pets shall be kept on the Owners Unit and shall not be permitted to roam free in the neighborhood. All pets shall be kept off the golf course and away from the club house at all times, and shall not be allowed to roam free on the properties as required by this document. All pets shall be leashed and otherwise properly restrained and controlled when not within the boundaries of the Residential Unit or Lot where they live. PERSONS WHO WALK OR EXERCISE PETS WITHIN THE CONFINES OF FAIRWAY HILLS

MUST CARRY CONTAINERS AND/OR IMPLEMENTS FOR THE PROMPT REMOVAL OF THEIR PET'S EXCREMENT.

(i) Signs: No sign shall be displayed to public view on any Residential Unit or Lot except a temporary sign of not more than four and one half square feet in area advertising the property for sale or rent. In addition, no statue of any kind shall be allowed on any Residential Unit or Lot if it can be viewed from the street. No flags, pennants, or other devices shall be allowed except the American Flag, which can be displayed at any time so long as it is displayed in accordance with established flag etiquette and kept in good order, not torn, faded excessively etc. Before any assertion of a constitutional right to display a sign containing political speech is made in any form, such assertion must first be presented to the Board of Governors.

- (1) Garage sale signs may be displayed in the common areas and at the house holding the garage sale only on Friday and Saturday sale days. All Garage sale signs must be Debarry Plantation HOA signs. The signs cost \$25 each and if one is lost the homeowner must reimburse the HOA for the sign.
- (2) Contractor signs: A single contractor sign may be posted in the ground at the house only on the days of construction or work, and only while the contractor is on the property. No other contractor signs may be displayed at any other time. For new construction, a second sign post may be erected for the purpose of storing building plans for inspection approvals and subcontractor reference.
- (3) Property for sale signs, advertising a property for sale by a real estate brokerage may only be displayed as a single sign on the listed property that can be seen from the street. Golf course frontage lots may not have signs facing the golf course, only one sign at the front of the property. Only one For Sale or Rent sign may be placed in a yard at a time, not one of each.
- (4) A single For Sale By Owner sign may be displayed on the property. No sale by owner signs, including directional, shall be displayed anywhere in the community on common property except for open house signs as described below.

- (5) Open House directional signs may be displayed in the common areas and at the house holding the open house sale on the day of the event. This rule applies to properties listed by a real estate agent brokerage or a for sale by owner listing.
- (6) A single For Rent may only be displayed on the property. No Rent signs, including directional shall be displayed anywhere in the community on common property, except for open house signs as described above.
- (7) Security Signs by Florida Statute may be displayed by homeowners as a warning to outsiders that the residence is protected by a security alarm system. A sign no larger than (I) one square foot or less is acceptable.
- (8) A small, disposable Chemical Hazard sign warning of chemical hazards is acceptable for a period of time not to exceed (7) seven days.
- (9) Political Signs of any kind are prohibited at all times.
- (10) Flags
Owners may display (I) United States Flag in a respectful manner on the Residential Unit. Flagpoles must be approved by the ARC in advance before installation. No other flags, pennants, banners, or like displays that can be observed from the street are permitted in Fairway Hills.

0) Nuisances: No noxious or offensive activity shall be conducted or permitted to exist upon any Residential Unit, nor shall anything be done or permitted to exist upon any Residential Unit which could reasonably cause embarrassment, discomfort or annoyance to another owner or which may be or may become an annoyance or private or public nuisance. In the event of any questions as to what may or may become a nuisance, such question shall be submitted to the Board of Directors of the Unit 7A Association in writing, whose decision shall be final. Maintenance and irrigation of the DeBary Plantation Golf Club property and the machinery and equipment for said activities shall not be considered a nuisance.

(2) The Residential Units and Common Property shall not be used for any unlawful purpose and no use, conduct, or behavior shall be allowed which will increase insurance rates.

(3) The Residential Units and Common Property shall be used in accordance with all federal, state, and local laws and ordinances.

(k) Weeds and Refuse: No Residential Unit or Lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage or other solid waste material. All Lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials and all unsightly weeds and underbrush. No incinerators or other fixed equipment shall be used for collection, storage or disposal of solid waste material. Yard waste may be placed at the curb the night before or the day of the /city scheduled pick up ONLY.

(1) Upkeep:

(1) Owners shall not permit unclean or unsightly conditions to exist on their Residential Unit that tends substantially to decrease the beauty of the property. This restriction shall apply before, during and after construction of the Residential Unit. The Violations Committee will notify by mail any owner of the condition to be rectified and shall order the area cleaned at the owner's expense. This includes, but not limited to, stained driveways, building surfaces, roofs, cracked broken or deteriorating structural finishes, windows and doors, and any wear to structural features that would be reasonable visible to neighbors or passersby.

(2) If the Owner continues to fail to properly maintain the exterior of the Residential Unit or Property, the Association, after first providing the Owner with ten (10) days written notice with an opportunity to cure, may access the Property to take necessary curative measures. Should such action be required, the Owner will be responsible to reimburse the Association for the cost of the curative measures taken, and all associated legal fees and costs in seeking compliance from the Owner. The Association may levy an Individual Assessment against the Owner in the manner detailed in the Section of the Covenants to recover any unpaid costs.

(m) Driveways and Garages: No carports, or detached garages shall be permitted and each detached Residential Unit shall include a garage which at the least shall be adequate to house two (2) standard size American automobiles. Garages shall be maintained as garages and shall not be converted to other uses such as ADDITIONAL LIVING SPACE OR FOR RECREATIONAL PURPOSES. Garage doors must be kept closed except when in use except when in use for

ingress or egress of vehicles. Screening of garage doors shall not be permitted within the Property. For purposes of this paragraph, the term "garage door" shall mean those doors covering the entryway(s) for motor vehicles to residential garages spaces. All dwellings shall be a paved driveway of concrete construction of at least 16 feet in width at the entrance to the garage. The use of pavers for the driveway is permitted. The only type of pavers approved for use in Fairway Hills, are Olde town, cream buff, Tremron, and Old Castle Catalina Harvest Blend style pavers. Written approval to use these pavers **MUST** be obtained from **ARC prior to installation**. No driveway shall be constructed, maintained, altered or permitted to exist on any Lot if the driveway obstructs or impedes the flow of surface drainage in the area adjacent to the unit or in the street right of way or swale area adjoining or abutting the unit. All driveways must be approved by the ARC.

(n) Fences and Swimming Pools, Recreation Structures, Screened Rooms and Dog Runs: No fence, or wall, shall be constructed or placed on the REAR LOT LINE of any Residential Unit abutting the Debary Golf and Country Club Golf Course. A hedge not exceeding four (4) feet in height may be installed subject to ARC approval. Effective I February, 2017, No fence or wall including a dog run shall be erected on ANY Unit. Any swimming pool, recreational structure or screened room to be constructed upon any Unit shall be subject to review by the ARC. Swimming pools and spas **MUST** be screened and will not be permitted to extend into the rear 7 ½ feet of the rear lot line or any side fronting in Debary Plantation Golf Club. Pools must comply with all applicable state, local, or county ordinances, guidelines and laws.

(o) Sod and Irrigation: The front of all Residential Units shall be sodded with Floratam sod or St. Augustine sod, **excepting** only paved areas, patios, side and rear areas approved by the ARC for other cover, shrubbery and flower beds. No Bahia sod will be permitted. All yards shall be equipped with an underground irrigation system for purposes of watering sod and shrubbery, either by governmental water supply or common Unit 7A water supply system. Said irrigation system must be kept in working order at all times.

(p) Leasing: No residence shall be rented, leased or otherwise occupied by a person(s) not part of the Owner's immediate family for a period of less than

seven (7) months. In no event shall any property be used for transient residency, or as a boarding house or assisted living facility, unless required by law. The foregoing restriction shall not apply to the provision of in-home healthcare to any owner or his/her family members. The Board may adopt reasonable rules to further regulate and restrict leasing including but not limited to background checks, tenant approval, registration of tenants, provisions of lease terms, establishing lease caps and other limits. PRIOR to leasing their property, homeowners must provide a copy of the signed lease with a lease period of 7 or more months to the ARC Chairman, and a completed Leased Property Compliance Sheet (See Attachment #5). Additionally, effective March 1, 2019, (Effective Date), at least fourteen (14) days prior to leasing a residence, the Owner shall submit to the Fairway Hills Homeowners Association, Inc. (Association), Certification that they have conducted employment, criminal background and financial/credit checks regarding the intended tenant/lessee and any other additional persons proposed to occupy the residence. (See attachment #7). Renewals of existing leases as of the date of the Effective Date are exempt from this requirement. In addition, an owner or owners of a property, located within Fairway Hills, may only offer for lease one (1) property located within Fairway Hills, during any given period of time. Offering more than one (1) property during any given period of time by an owner or owners is hereby expressly prohibited. **The total number of leased residences shall not exceed thirteen (13) at any given time within Fairway Hills.**

The Board of Directors for the Association, in its sole discretion, shall have the right to approve or disapprove all proposed leases. The Board of Directors shall either approve or disapprove of any proposed lease within fourteen (14) days of receipt of all documentation required by this rule. If the proposed lease is timely disapproved, no lease shall be made. Any lease entered into in violation of this rule shall be of no force and effect.

(q) Water Supply System: No individual water supply system shall be permitted on any Residential Unit without the approval of the ARC. No well will be installed, operated or maintained on or around any portion of the Residential Unit that is within the minimum front building setback line, nor in any event, any closer to the front line than a line paralleling the front building wall of the residence dwelling where a dwelling is set back from the front line a greater distance than the required minimum set back.

(r) Mechanical Features: All exterior pumps, motors, air conditioning compressors, storage tanks and other mechanical features shall be screened from view if visible from the street in front of the house and from the golf course at the rear or side of the house, either by a decorative structure 36 inches in height or mature landscaping material capable of obstructing the view from said streets and golf course.

(s) Residential Unit Landscaping and Trees: Each Residential Unit must meet the minimum landscaping and tree "streetscaping" standards established from time to time by the ARC. Any change in the landscaping plan by a Residential Unit owner beyond the replacement of an individual plant must be approved in advance by the ARC. The only ground cover approved for use in Fairway Hills is pine bark mulch, red lava rock, or river rock. Multi-colored mulch (red, brown, black) may also be used subject to ARC approval. All other types of ground cover must be approved by the ARC prior to us. Trees situated between the building setback lines and the property lines having a diameter of six (6) inches or more (measured four feet from ground level) may not be removed without prior approval of the ARC. All requests for approval of tree removal shall be submitted to the ARC along with a plan showing generally the location of such tree(s). Anyone violating the provision of this subsection will be required to replace such tree(s) of like size and condition within (30) days after demand by ARC. REPLACEMENT TREE(S) SHALL BE A MINIMUM OF 2 INCHES IN DIAMETER (MEASURED FOUR FEET FROM THE GROUND) AND NOT LESS THAN 6 FEET HIGH. THE REPLANTED TREE(S) WILL BE DETERMINED BY THE AMOUNT AND VARIETY AND SPECIES APPROVED BY THE ARC. DUE TO BLIGHT DISEASE QUEEN OR WASHINGTONIAN PALMS WILL NO LONGER BE USED AS RELACEMENTS. If the owners fails or refuses to replace the trees as demanded, the ARC shall cause (s) suitable replacements to be planted and the cost thereof shall be lien against the Residential Unit of the Owner in Violation. The Owner grants the Unit 7A Association, its agents and employees an easement of ingress and egress over and across said Residential Unit to enable it to comply with this subsection.

(t) Television and Radio Antennae: No television, radio, satellite or other antenna or satellite system may be installed on the Common Areas by any person other than the Association. Certain television, satellite or other antenna systems may be erected or installed on a Lot or Residence subject to compliance with the following requirements:

1. Permissible antennas include (collectively hereinafter referred to as "antennas") direct broadcast satellite dishes (DBS) that are less than eighteen inches (18") in diameter, and multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

2. Location of Antennas. **To the extent feasible**, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. The Board of Directors of the Association may promulgate rules and policies on suitable locations for each lot.

3. Screening of Antennas. All antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least 48 inches. Taller antennas shall be screened to their full height if reasonably practicable.

4. Safety Requirement. To safeguard the safety of the Residential Unit owner, occupants of the residence in which the antenna is located, neighboring property owners, and other owners and members in the community, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna

industry, including compliance with electrical code requirements to properly ground the antenna and installation requirements to properly secure the antenna.

5. Number of Antennas. No more than two (2) antennas per Residential Unit shall be permitted, unless a greater number is approved by the ARC.

6. Proviso. It is the intent of this provision to comply with the Telecommunications Act of 1996, as well as the federal administrative rules promulgated thereunder, currently contained with 47 CFR 25.104, as the same may from time to time be amended. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance, or use; unreasonably increase the cost of antenna installation, maintenance, or use; or preclude reception of acceptable quality signals. Lot owners are encouraged to seek guidance from the Association concerning these matters but do not have to receive Association approval prior to installation. However, any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

(u) Garbage and Trash Receptacles: All Residential Units shall have trash and garbage receptacles or storage for fuel oil and similar materials located either within the structure of the Unit or within a screened area of the Unit which is not visible from the street or from any neighboring Unit.

(v) Laundry: Outdoor clothes drying areas are not permitted.

(w) Building Materials: Only finished material such as brick, stucco, natural stone and wood shall be used for exterior surfaces of buildings and structures. Cypress, cedar, redwood or other durable wood types will be encouraged as will stone or natural brick. All exterior materials shall be authentic and not artificial or simulated such as plastic bricks.

(x) Roofs: Flat roofs shall not be permitted on areas other than Florida rooms, porches, and patios unless specifically approved by the ARC. Build-up roofs are not permitted on pitched surfaces. Mansard roofs are not permitted unless approved by the ARC. The pitch must be at least 6/12 unless otherwise approved.

Replacement or repair of roof tiles must be made with the same type and color of existing roof tiles. All roofs must be maintained free of mold and mildew

(y) Lakes: There shall be no swimming in any of the lakes, ponds or retention areas within the Property. There shall be no removal of water; no discharge or any materials or water, no removal or interference with aquatic vegetation and no alteration of the banks or shoreline of any lake, pond or retention area with the Property. No fishing is allowed in Fairway Hills. All lake-front is the private property of the homeowner and should not be trespassed.

(z) GolfCarts: Golf carts may be used as a normal means of transportation from one location to another within Fairway Hills.

(aa) Maintenance of Units: Each residence shall be repaired and painted as necessary to maintain the beauty of the property as determined by the Fairway Hills ARC (No permission or approval shall be required to repaint in accordance with the originally approved plan and specifications). In addition, each Residential Unit and all improvements, including lawns and landscaping, located thereon shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair, or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, weeds, underbrush or other unsightly objects of any kind shall be permitted or allowed to accumulate on any Residential Unit. Enforcement of the provisions of this section shall be in accordance with the provisions of Section 3.01(ee) of this Supplemental Declaration and such other provisions of the Original Declaration as shall be applicable to its enforcement generally.

All exterior painting and the color must be selected from the approved color palette and APPROVED BY THE ARC BEFORE the painting is started. Effective with the date of this revision, IN NO CASE will a home be painted WITH THE SAME COLOR AS AN ADJACENT HOME. The color must appear consistent on all sides, color selections must harmonize with each other, building material color, trim color and adjacent properties. All Trim must be painted with the White Trim selections on attachment #6. The garage door is considered part of the trim and must be painted with an approved white color. The Main Entry Door or entrance door can be painted or remain white as part of the White trim selections, or may be a natural wood stain. All painted or wood stained doors MUST be approved by the ARC before ordering or painting. All other doors must remain white. See

Attachment #6 (approved paint colors). Once painting is started it MUST be completed in 30 days or less.

(bb) Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats or site plans. Within those easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the construction or use of utilities in said easements. The easement area of each Unit and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible.

(cc) Reconstruction of Damaged Improvements: In the event that a Residential Unit, or improvements on a Residential Unit shall be damaged or destroyed by casualty, hazard or other cause including fire, windstorm, then within a reasonable period, not exceeding six (6) months following the occurrence of the offending incident, the owner of the affected property shall cause the damaged or destroyed improvements to be repaired, rebuilt or reconstructed or to be removed and cleared from such Residential Unit. Any such repair, rebuilding or reconstruction shall be approved and accomplished as otherwise required pursuant to the provision of this Supplemental Declaration. Enforcement of the provisions of this section shall be in accordance with the

(cc) Reconstruction of Damaged Improvements: (continued) provision of Section 3.0l(ee) of this Supplemental Declaration and such other provisions of this Supplemental Declaration as shall be applicable to its enforcement generally.

(dd) Protected Habitat: The rear five (5) feet of each lot that borders the golf course shall be retained in its natural vegetative state as a protected habitat for indigenous wildlife (especially for the Florida scrub jay) and no clearing, underscrubbing, live tree removal or other development or construction activity shall be permitted in this area, except as may be authorized in writing by the ARC.

In addition, Residential Unit owners are put on notice that the adjoining portions of the golf course that are left in their natural vegetative state also make up

a protected habitat for wildlife and the prohibitions on clearing or development activities also apply in those areas.

(ee) Basketball Structures: No basketball backboards of any kind or any other fixed game or play structures of a like kind or nature shall be installed or constructed within Fairway Hills.

(ft) Enforcement: In the event of a violation or failure to comply with the foregoing requirements of this Section, the Fairway Hills ARC will proceed in accordance with the attached **Violation procedures and forms**. (See ARC Manual)

In addition to the foregoing penalties, The Fairway Hills Association Board of Directors reserves the right to take whatever legal action it deems necessary to enforce compliance with all of the requirements of this Section; all at the sole cost and expense of the Owner of the affected property, including reasonable attorneys' fees incurred.

All penalties, costs and expenses, plus an overhead expense to the Fairway Hills Association of Fifteen per cent (15%) of the total amount thereof shall be assessed by the Fairway Hills Association as an individual Residential Unit assessment as provided in Article VII of this Supplemental Declaration to the affected Residential Unit and the Owner thereof. Any such individual Residential Unit assessment shall be payable by the Owner of the Affected Residential Unit to the Fairway Hills Association within ten (10) days after written notice of the amount thereof. Any such individual assessment not paid within said ten (10) days shall become a lien on the affected Lot in accordance with the provisions of Article VII of this Supplemental Declaration.