

between the hours of 10:00 P.M. and 8:30 A.M. At all other times the volume of such equipment shall be maintained at a level which does not unreasonably interfere with the quiet possession or enjoyment of the adjacent Lots/Tracts. Any question with regard to the interpretation of this Section 15 shall be decided by the Board of Directors, whose decision shall be final. The use of each Dwelling shall be consistent with existing leases and the Governing Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community

Section 16. DWELLING MAINTENANCE, LANDSCAPING AND LOT CARE:

(a) Any Improved Lot/Tract containing a Dwelling or other Improvement, as defined herein, shall be maintained so that the lawn shall not exceed a height of eight (8) inches including weeds in accordance with the Rules and Regulations adopted by the Association from time to time. No underbrush or other unsightly growth shall be permitted to grow or remain upon any such Lot/Tract. All lawns, landscaping and sprinkler systems and any such Lot/Tract, Dwelling, Improvements and appurtenances shall be kept in a safe, clean, orderly and attractive condition.

(b) Any Unimproved Lot/Tract not containing a Dwelling or other Improvement shall be maintained so that no refuse or unsightly objects shall be placed or allowed to remain on the Lot/Tract and the Lot/Tract shall otherwise be maintained in compliance with local government ordinances and regulations and Rules and Regulations adopted by the Association from time to time regarding the maintenance of natural vegetation and limitations or prohibitions regarding invasive non-native vegetation, including but not limited to Brazilian Pepper and melaleuca and any other unsightly objects as determined by the Board. The Association reserves the right to clear said vegetation with the cost of so doing being charged back to the Lot/Tract Owner. The Association shall mow the undeveloped Lots/Tracts, which expense may be a common expense of the Association included in the annual Assessment or levied as a special Assessment pursuant to Section 27 hereof.

Section 17. CLOTHES DRYING: Outdoor clothes drying equipment shall be in a fenced area so as to not be Visible. No clothes drying shall be allowed in the front of a house or the sides of a house that face the street. This amendment is deemed a clarification of the existing restriction and is retroactive to July 19, 1995, the date of recording the amendment to the Deed Restrictions that required site-screening. Fencing required by this Section 17 must be in compliance with Section 8(d) hereof and current Association guidelines.

Section 18. GARBAGE AND RECYCLING/OUTSIDE EQUIPMENT: Except on the day immediately preceding the day of collection and the day of collection, garbage and recycling containers shall be kept either inside the garage, behind landscape shrubs or within a fenced area. Bottled gas tanks, swimming pool equipment, sprinkler pumps, generators and any other similar outdoor equipment, excluding air conditioning units and pool heaters, may be placed in a fenced area so that they shall not be Visible. Fencing required by this Section 18 must be in compliance with Section 8(d) hereof and current Association guidelines.

Section 19. COMMON AREAS: Subject to the provisions of these Restrictions, every Lot/Tract Owner shall have a right and easement of enjoyment in and to the Common Areas for

(i) Without limiting the general rulemaking authority otherwise established in the Governing Documents, the Association, through its Board of Directors, shall have the right to adopt rules regarding the use and maintenance of the Common Areas.

Section 20. MAINTENANCE AND IMPROVEMENTS WITHIN CANAL AREA: When an Improved Lot/Tract which borders a canal is improved with a Dwelling, it is the Lot/Tract Owner's responsibility, to also finish grade, sod and mow the area between any property line and the water's edge of the canal. The sodding is required to prevent soil erosion without impairing maintenance access. The finished grade shall be in compliance with the RWA Guidelines GRADE FOR CANAL FRONT LOTS RWA # A/CB100 or any subsequent publication which may be adopted or revised by the Association from time to time or Charlotte County requirements, whichever is more restrictive. The result will be a gentle slope extending from the edge of the canal to blend into the Lot/Tract. This will enhance the view of the canal and significantly ease canal bank maintenance.

The finished slope shall be subject to the Association's approval as to change in elevation. The Association has the right to maintain the areas which lie between the Lot/Tract Owner's lot line and the water's edge of all canals within Rotonda West. No Lot/Tract Owner shall improve, other than finish grading and the application of sod to, the canal bank area with Dwellings or Improvements without written approval from the Association and no Dwelling or Improvement shall be permitted which inhibits or prevents the Association from discharging its responsibilities to maintain the canals and canal bank area.

The Association reserves the right to remove, at the Lot/Tract Owner's expense, any Improvement which lies within the canal area and, in the sole judgment of the Association, inhibits or prevents the Association from discharging its right and responsibility to maintain the canals and canal bank area.

The Association may grant approval of request to improve the canal area under the following terms and conditions:

(a) Docks — Landing Platforms — Sea walls — Bulkheads — Boardwalks: Docks, boat landing platforms without cover, sea walls and boardwalks shall be permitted provided the construction specifications are approved by the Association and provided that no improvements shall be permitted to extend more than four feet (4') from water's edge or more than 10% of the width of the water, whichever is less. Water's edge shall be measured at a water level of 3.0 feet above mean sea level. No ~~Improvements of this kind shall docks, landing platforms or boardwalks shall~~ be placed within fifteen feet (15') from each extended side lot line. Docks, landing platforms and boardwalks shall not exceed a maximum length (along the canal bank) of twenty-four feet (24') and a width of eight feet (8') including that portion extending over the water's edge.

(b) Landscaping — Sprinkler Systems — Other Improvements: The Association may permit landscaping, grading, sprinkler systems and certain other Improvements provided the Lot/Tract Owner maintains the Improvements with the stipulation that if the Improvements are not being maintained, in the sole judgment of the Association, the Association shall be permitted to either maintain the Improvements or remove the Improvements at Lot/Tract Owner's expense.

Section 22. SIGNS:

(a) No ~~signs freestanding~~ temporary or permanent signs, freestanding or otherwise shall be displayed on any Lot/Tract zoned for residential use or in any road right-of-way in Rotonda West, without the prior written approval from the Association except for any property owned by the Grantor/Developer and lots 1 through 9 of the Plats. Any approval shall be based on sign specifications Guidelines adopted by the Association, as may be amended from time to time. Such ~~review specifications~~ Guidelines shall include, but are not limited to size, design, material, color, location, and installation method. The Association may, in its sign Guidelines, preapprove certain categories of temporary signs, subject to such conditions and limitations as may be set out in the Guidelines.

(a)

(i) All temporary signs displayed on any Lot/Tract zoned for residential use shall be limited to a main body size of eighteen inches (18") by twenty-four inches (24") or less. There shall be no more than one (1) temporary sign displayed on any Lot/Tract zoned for residential use, except during Association elections for which there may be displayed 2 signs per lot/tract. Federal, state and local election signs are regulated by Charlotte County Code of Ordinances, except that such signs must comply with the size limitations set out in this paragraph. For purpose of this Section 22, "temporary signs" shall include, but not be limited to, "For Sale", "For Rent", "Open House", contractor and ~~political~~ Association election signs, together with those signs authorized by Section 23 hereof relative to garage sales, estate sales, lawn~~lawn~~ sales, yard sales and auctions. For the purpose of section 22 "temporary" shall mean 3 days before the event and 3 days following the event, not to exceed 14 days excluding real estate signs which may remain until the transaction is complete. For purposes of Association elections, "temporary shall mean 45 days prior to the Association election and 3 days following the Association election.

(+ (ii) All signs shall be located so as not to obstruct any vehicle driver's view of the street, road or intersection.

(ii) ~~Sign location shall be restricted to the front of the Lot/Tract and may not face any lake, pond, canal or golf course.~~

(iv) The Lot/Tract Owner, or Lot/Tract Owner's agent, shall maintain the approved sign in good working

order and legibility including mowing any grassy area around the sign. Should the sign or the

area around the sign not be maintained, and after written notice to the Lot/Tract Owner or Lot/Tract Owner's agent, the Association shall have the authority to enter on the Lot/Tract and remove the non-maintained sign. Such action shall only occur after reasonable notice of at least five (5) days to the Lot/Tract Owner or the entity or person listed on the sign. All Lot/Tract Owners hereby consent to entry upon their Lot/Tract for such purpose and agree that same shall not be deemed a trespass. The Association shall, at its option, return the sign or hold it to be picked up by the Lot/Tract Owner or entity or person listed on the sign. Any sign not picked up within thirty (30) days of removal by the Association will be deemed abandoned and may be discarded by the Association without further notice.

(v) The Association shall have the authority to enter on the Lot/Tract and remove any non-approved sign or sign that is not in an approved location.

(vi) The provision of this section shall not apply to Holiday Decorations, but the Association may impose reasonable limitations on duration and to ensure safety and prevent nuisance.

(vii) The provisions of this section shall not apply to signs, temporary or otherwise, erected by the Association on any Lot/Tract which the Association owns, leases or otherwise controls to an extent equivalent to ownership, or in road right of way in Rotonda West, but the Association may adopt uniform standards to define the purposes of such signs and to ensure uniformity of design, color and appearance.

~~(b)~~ (b) No signs, freestanding or otherwise shall be displayed on any commercially zoned Lot/Tract or road right-of-way in Rotonda West without the prior written approval from the Grantor/Developer until such time as the Grantor/Developer has assigned this retained right to the Association. Further, no signs free standing or otherwise, that are used by properly licensed Builders or general contractors for Dwellings constructed and actively utilized as model homes or speculative homes on any Lot/Tract in Rotonda West, regardless of zoning, may be displayed without the prior written approval from the Grantor/Developer until such time as the Grantor/Developer has assigned this

retained right to the Association.

~~(iii)~~(i) Any approval shall be based on the review of the proposed sign specifications by the Grantor/Developer. Such review specifications, as adopted from time to time by the Grantor/Developer, shall include, but are not limited to, size, design, material, color, location and installation method.

~~(iv)~~(ii) The Lot/Tract Owner, or Lot/Tract Owner's agent, shall maintain the approved sign in good working order and legibility including mowing any grassy area around the sign. Should the sign or the area around the sign not be maintained, and after written notice to the Lot/Tract Owner or Lot/Tract Owner's agent, the Grantor/Developer shall have the authority to enter on the Lot/Tract and remove the non-maintained sign. Such action shall only occur after reasonable notice of at least five (5) days to the Lot/Tract Owner or the entity or person listed on the sign. All Lot/Tract Owners hereby

consent to entry upon their Lot/Tract for such purpose and agree that same shall not be deemed a trespass. The Grantor/Developer shall, at its option, return the sign or hold it to be picked up by the Lot/Tract Owner or entity or person listed on the sign. Any sign not picked up within thirty (30) days of removal by the Grantor/Developer will be deemed abandoned and may be discarded by the Grantor/Developer without further notice.

~~(v)~~(iii) The Grantor/Developer shall have the authority to enter on the lot and remove any non-approved sign or sign that is not in an approved location according to the same procedures described in (ii) above.

Section 23. GARAGE, ESTATE, LAWN OR LAWN-YARD SALES AND AUCTIONS: All Garage, Estate Lawn or Lawn-Yard sales and auctions (other than an auction of the real estate itself) require a permit from the Association and are not to exceed three (3) consecutive days duration and shall be conducted no more than twice in each calendar year. Signs advertising such event shall only be placed on property approved by the Association and shall be removed at the conclusion of the sale.

The following definitions are to be placed in the deed restrictions Terms section

Garden Flag A garden flag is a small, compact, free-standing flag which is used in a garden or yard. The flags may display images of seasons, holidays, sports, family name, schools, and colleges, or as amended from time to time in the sign guidelines. Political or commercial images or phrasing are not allowed.

Sign Sign means any outdoor display comprehensible from a right-of-way using letters, words, figures, symbols, pictures, designs, or a combination thereof to advertise, attract attention, indicate direction, announce the purpose of, or identify the purpose of a person or entity, or to communicate information, and facts or figures of any kind to the public.