

## **MAPLE RIDGE AT AVE MARIA HOMEOWNERS ASSOCIATION**

### **RULES AND REGULATIONS**

*In order to keep the Homeowners and Association Property a desirable place to live for all Owners, the following Rules and Regulations are made a part of the Homeowners Association Declaration. Without limiting any of the provisions of requirements hereof, the specific references to Declarant or Architectural Control Board approval set forth in this Article or elsewhere in this Homeowners Association Declaration shall not be construed as a limitation of the requirements of this Article.*

**Alterations and Additions.** *No material alteration, addition or modification to a Parcel, Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval of the Architectural Control Board or Declarant.*

**Above Ground Pools.** *Above ground pools are not permitted within the Maple Ridge at Ave Maria HOA.*

**Artificial Vegetation.** *No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Parcel, Lot or Home without the prior written approval of the Architectural Control Board or Declarant.*

**Casualty Destruction to Improvements.** *In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the Architectural Control Board or Declarant.*

**Commercial Activity.** *Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer or Builders, no commercial or business activity shall be conducted in any Residential Parcel within Maple Ridge at Ave Maria HOA Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Maple Ridge at Ave Maria HOA. No solicitors of a commercial nature shall be allowed within Maple Ridge at Ave Maria HOA, without the prior written consent of Association. No day care center or facility may be operated out of a Residential Parcel.*

**Control of Contractors.** *Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.*

**Cooking/Grills.** *No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. Barbecue grills designed for customary, personal/family use on his or her Residential Unit are permitted and must be located in the back of the unit.*

**Decorations/Holiday Lighting.** No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Maple Ridge at Ave Maria HOA as without the prior written approval of the Architectural Control Board or Declarant. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed no later than January 15<sup>th</sup> of the following year. The Architectural Control Board or Declarant may establish standards for holiday lights. The Architectural Control Board or Declarant may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

**Driveway Maintenance.** Each owner shall be responsible to maintain their driveway. Driveways must remain the original style and color (pavers) of that which was originally installed by the Developer. Only CLEAR sealant is allowed to be applied to a driveway. Driveways must be kept free and clear of weeds, debris and dirt at all times.

**Repairs and Easement.** Each Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Home, including, but not limited to, any damage caused by Owner, Developer, or the Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

**Extended Vacation and Absences.** In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

**Fences.** No fences shall be erected or installed without the prior written approval of the Architectural Control Board or Declarant. Bronze Aluminum (which looks black) and Black Vinyl Chain Link fences up to 4 feet high are the ONLY fence material permitted to be installed on any lot within Maple Ridge at Ave Maria. Fence height shall not exceed 4 feet and chain link fences are not permitted facing the lake.

**Fertilization.** Each Owner shall be responsible for all fertilization to trees and shrubbery within the Residential Parcel.

**Flags.** Each Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and, one portable, removable official flag, in a respectful manner, not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard or a POW-MIA flag. Further, notwithstanding the foregoing, the

*Declarant, Builders and those persons or entities specifically designated by Declarant, shall be permitted to post and display flags on the Homeowners or Association Property for the marketing, sale, or rental of Residential Units.*

**Gas Tanks; Other Outdoor Equipment.** *No gas tank, gas container, gas cylinder or other outdoor equipment shall be permitted to be placed on or about the outside of any Residential Unit or on or about any ancillary building, except for those approved by the Architectural Control Board or Declarant. Any outdoor equipment shall be completely screened from the view of anyone not standing on the Residential Unit by the use of landscaping or other means (in any event, as approved by the Architectural Control Board or Declarant); provided, however, that the use of such screening shall not obviate the requirement that the installation of any such equipment in the first instance must nevertheless be approved by the Architectural Control Board or Declarant.*

**Garbage and Trash Disposal.** *No garbage, refuse, trash or rubbish (including materials for recycling) shall be placed outside of a Residential Unit except as permitted by the Association and/or Residential Association, as applicable. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall also be followed. No outside burning of trash or garbage is permitted. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of the adjacent properties and streets. Due to wildlife in our area, only bear proof storage sheds will be permitted with the prior written approval of the Architectural Control Board or Declarant. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 a.m. on the day of pick-up and must be returned to the Home so that they are not visible from street or adjacent properties on the day of pick-up.*

**Garages.** *No garage shall be converted into a general living area or used as living quarters by any person unless specifically approved by the Architectural Control Board or Declarant. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.*

**Garage and Yard Sales.** *Garage and yard sales are not permissible unless held as a Community Garage Sale by the Homeowners Association.*

**Hazardous Materials.** *No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released, or disposed of in or under the Homeowners Property except in strict compliance with applicable statutes rules and regulations. Fuel or gas storage tanks or other flammable, combustible, or explosive fluids, materials, or substances for ordinary household use may be stored or used in the Homeowners Property only in strict compliance with manufacturers' directions and applicable safety laws and codes, and shall be stored in containers specifically designed for such purposes.*

**Hedges.** *Hedges may be planted to shield the view of the A/C units, trash containers, and for privacy along a fence. No hedge shall be installed without the prior written approval of the Architectural Control Board or Declarant. Hedges must be maintained at a height of 6ft or less.*

**Hunting and Firearms.** *No discharging of firearms shall be permissible on the Homeowners Property; provided however that the Homeowners Association reserves the right to adopt and implement measure to control wildlife in accordance with applicable local, state and federal laws.*

**Hurricane Shutters.** Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the Architectural Control Board or Declarant. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the Architectural Control Board or Declarant shall not be deemed an endorsement of the effectiveness of hurricane shutters.

**Pets, Livestock and Poultry.** No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Homeowners or Association Property for any commercial purpose. Otherwise, Owners may keep domestic pets as permitted by County ordinances. Further, no animals or pets of any kind shall be permitted to become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Homeowners Association and the Community Development and any waste **MUST BE DISPOSED PROPERLY BY PET OWNER(S)**. District, respectively, if any, and Owners shall be responsible to clean-up any such excretions. Each Owner shall be responsible for the activities of its pet. **ALL PETS SHALL BE KEPT ON A LEASH WHEN NOT IN THE APPLICABLE RESIDENTIAL UNIT OR FULLY ENCLOSED IN REAR YARD OF THE APPLICABLE RESIDENTIAL UNIT, IF ANY.** No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. Pets shall also be subject to all applicable rules and regulations. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by all the restrictions contained in this Section.

**Lakefront Property.** As to all portions of the Community Property which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless erected by Declarant, Builder or their affiliates.

No boat, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted. No motorized boats of any type shall be used on any lake.

No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.

Each applicable Owner shall maintain his Residential Unit to the line, adjoining the Residential Unit, of the water in the adjacent lake or other water body; as such line may change from time to time by virtue of changes in water levels.

No landscaping (other than that initially installed or approved by Declarant), fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements around lakes or other bodies of water.

**WITH RESPECT TO WATER LEVELS AND QUALITY AND OTHER WATERBODY-RELATED MATTERS, ALL PERSONS ARE REFERRED TO SECTION 14.11 HEREOF.**

**Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.**

a) No gardens, jacuzzis, fountains, playground equipment, pools, screened rooms, or other proposed improvements shall be constructed within the rear yard of a Lot without the prior written approval of the Architectural Control Board or Declarant.

Without the prior consent of the Architectural Control Board or Declarant, no sod, topsoil, tree or shrubbery shall be removed from Maple Ridge at Ave Maria HOA, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System. Owners may not change out, or install additional plants, shrubs, or trees within any portion of Maple Ridge at Ave Maria HOA without the prior approval of the Architectural Control Board or Declarant.

**Each Owner shall be responsible to irrigate and maintain irrigation within the Residential Parcel.**

**Landscape Lighting.** No landscape lighting shall be installed by an Owner without the prior written approval of the Architectural Control Board or Declarant.

**Laundry.** No clothing, laundry or wash shall be aired or dried on any portion of the Homeowners or Association Property except on a portion of a Residential Unit which is completely screened from the view of the Common Areas (including the roadways).

**Lawful Use.** No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Maple Ridge at Ave Maria HOA. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Maple Ridge at Ave Maria HOA shall be the same as the responsibility for maintenance and repair of the property concerned.

**Leasing of Residential Parcels.** Entire Residential Parcels may be rented provided the occupancy is only by the lessee, his family and guests. No fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Residential Parcel. All leases or occupancy agreements shall be in writing and a copy of all leases of Residential Parcels shall be provided to Association. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing the Maple Ridge HOA or administered by the Association. The lease shall specifically provide (or, if it does not, shall automatically be deemed to provide) that the tenant will at all times be in full compliance with the covenants, terms, conditions and restrictions of this Maple Ridge at Ave Maria HOA Declaration, the declaration of covenants of any applicable Residential Association (and all exhibits thereto) and with any and all rules and regulations adopted by the applicable

*Associations from time to time (whether before or after execution of the lease). Owners are responsible for providing their tenants with copies of all such documents or instruments at such owners sole cost and expense. The lease of any Residential Parcel shall not release or discharge the Owner from compliance with any of his obligations and duties as an Owner. No Residential Parcel may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than (30) thirty days. No time-share or other similar arrangement is permitted. No subleasing or assignment of lease right by the tenant is permitted. In no event shall occupancy of a leased Residential Parcel (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Notwithstanding Each owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of the repair shall be invoices as an Individual Assessment to the Owner. Additionally, as a condition to the approval by the Association of a proposed lease of a Residential Parcel, Association has the authority to require that a Owners wishing to lease their Residential Units may, if the Board of Directors so elects, be required to place in escrow with the Homeowners' Association a sum of up to \$500.00 which may be used by the Homeowners' Association to repair any damage to the Common Areas or other portions of the Homeowners' Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Homeowners' Association). If a security deposit is requested it shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee of no more than One Hundred dollars to offset the costs of a background and or credit check on tenant. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Residential Parcel receives in home care by a professional care giver residing within the Residential Parcel. The Association will withhold the screening process on a Purchase and/or Lease of a Residential Parcel having any outstanding violation and/or outstanding account balance until the violation and/or balance has been resolved.*

*Minor's Use of Facilities. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her Home. Developer and Association shall not be responsible for any use of the facilities by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.*

*Nuisances. Nothing shall be done on the Homeowners or Association Property which may be or become an annoyance, nuisance or be detrimental to the Homeowners or Association Property or its occupants. Any activity on the Homeowners or Association Property which interferes with television, cable or radio reception shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Homeowners or Association Property or any part thereof as determined by the Board of Directors. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Homeowners or Association Property shall be complied with. No waste will be committed upon the Homeowners or Association Property. Owners hereby acknowledge that construction and development activities on or about the Homeowners or Association Property during daylight hours shall not be deemed to be a nuisance. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.*

*Pest & Insect Control. Each Owner shall be responsible for all pest and insect control within the Residential Parcel.*

**Personal Property.** All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture and barbeque grills may be stored on, nor any use made of, the Common Areas, any Parcel, Lot or Home, or any other portion of Maple Ridge at Ave Maria HOA, which is unsightly or which interferes with the comfort and convenience of others.

**Renewable Resource Devices.** Nothing in this Homeowners Association Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Board or Declarant and with such Architectural Control Board or Declarant's approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Homeowners or Association Property without making the cost of the aforesaid devices prohibitively expensive.

**Satellite Dishes and Antennae.** Subject to federal guidelines, all antennae, satellite dishes and other receptor devices to be installed on the Homeowners Property shall be no larger than twenty-four inches (24") in diameter may not be installed on any Common Areas and must be consistent with the Architectural Control Board or Declarant and approved in advance by the Architectural Control Board or Declarant. Owners shall endeavor to assure that such a device is screened in to the extent possible in the rear or on the side of the residence and away from the view of others. All wiring must be properly secured to the home and painted the color of the home so as to not stand out.

**Screened Enclosures.** No screened enclosures shall be permitted without the prior written approval of the Architectural Control Board or Declarant.

**Signs.** Notwithstanding anything contained herein to the contrary, no sign of any kind (including, without limitation, any "For Sale" or "For Rent" signs) shall be displayed on the Homeowners or Association Property.

**Solar Panels.** No Solar Panels may be placed on front side of homes. No solar panel(s) shall be installed without the prior written approval of the Architectural Control Board or Declarant.

**Soliciting.** No soliciting, for profit or non-profit means, will be allowed at any time within the Homeowners or Association Property, which shall include without limitation, distribution of marketing materials or newsletters without approval by the Board of Directors.

**Sports Equipment.** No recreational, playground or sports equipment shall be installed or placed within or about any portion of the Maple Ridge at Ave Maria Homeowners Association or Homeowners property without prior written consent of the Architectural Control Board or Declarant. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the Architectural Control Board or Declarant. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. ONLY portable basketball hoops may be stored on the driveway of Residential Parcel. Basketball hoops SHALL NOT be attached to a Home or cemented into the ground. No tennis courts are permitted within Lots.

**Storage.** No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the Architectural Control Board or Declarant, which approval shall conform to the requirements of this Declaration.

**Towing.** All improperly parked and unauthorized vehicles parked and/or left standing in Maple Ridge at Ave Maria are subject to be towed by a private towing company. The removal of any vehicle from the property by such private towing company shall be done pursuant to the conditions and restrictions set forth in Section 715.07 of the Florida Statutes. All vehicle owners will be charged in accordance with the County tow rates. All signage relating to towing of vehicles placed within the Maple Ridge at Ave Maria Homeowners Association shall remain the sole property and responsibility of such towing company.

**Use and Building.** No Residential Unit shall be used except for residential purposes. Temporary uses by Declarant and Builders for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until the permanent cessation of such uses takes place. No Proposed Improvements shall be erected, altered, placed or permitted to remain on the Common Areas by any Owner/Member without the consent of the Architectural Control Board.

**Use of Homes.** Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

### **Vehicles.**

**Parking.** Owners' automobiles shall be parked in the garage or driveway, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Maple Ridge at Ave Maria or a Lot except on the surfaced parking area thereof and not in the roadway, swale, or lawn. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board of Directors (which favorable opinion may be changed at any time), nor to any vehicles of Declarant, Builders or their affiliates.

**Repairs and Maintenance of Vehicles.** No vehicle which cannot operate on its own power shall remain at Maple Ridge at Ave Maria for more than twelve hours, except in the garage of a Home. No person shall conduct any motor vehicle, boat, trailer or other vehicle maintenance or repair on or within the Homeowners or Association Property except wholly within the confines of the garage. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

**Vehicle Restrictions.** No trucks, other than ones designed for customary, personal/family uses (other than those of a type, if any, expressly permitted by the Homeowners Association) or commercial vehicles, or campers, RV's, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or horse vans, shall be permitted to be parked or to be stored at any place on the Homeowners or Association Property, nor in dedicated areas, except in (i) enclosed garages or (ii) spaces for some or all of the above specifically designated by Declarant or the Homeowners Association, if any. For purposes of this Section,

**"commercial vehicles"** shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. All Owners and other occupants of Residential Units are advised to consult with the Homeowners Association prior to purchasing, or bringing onto the Homeowners or Association Property, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within the Homeowners or

*Association Property. All vehicles on the Homeowners or Association Property must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in good, clean and attractive condition. The Homeowners Association, through its officers, committees and agents, is hereby empowered to establish parking regulations in all of the Common Areas and may make provision for the involuntary removal of any violating vehicle. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed by the Homeowners Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Homeowners Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner thereof to receive it for any other reason, shall be grounds for relief of any kind.*

*Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same.*

*Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.*

*Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the Architectural Control Board of Declarant. No reflective tinting or mirror finishes on windows shall be permitted. Exterior window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.*