

ARTICLE XI
USE RESTRICTIONS

11.1 Use of Lot. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a one-family dwelling, with a minimum square footage of 4,000 square feet and a maximum square footage of 6,000 square feet. Nothing in this Section, however, shall be construed to prevent any Lot Owner from running a home-based business; provided, however, that such Lot Owner is able to obtain such appropriate zoning and occupational licenses for the home-based business operated within the Home. Additionally, such home-based business shall not be advertised by signs on the Property, including, but not limited to, any signs on any vehicle parked on the Property. The number of business invitees (including, without limitation, package pick-up and delivery services associated therewith) should be limited so as not to cause a burden or disturbance upon other Owners in Rainforest Estates.

11.2 Additional Structures. No structure of a temporary character, trailer, tent, shack, barn or other out-building shall be used on any Lot at any time as a residence or appendage to such residence, either temporary or permanent.

11.3 Restriction on Exterior Use. No garments, rugs or any other materials may be hung, exposed or dusted from the windows or from any exterior portion of any Home.

11.4 Ancillary Structures. No septic tanks or individual wells will be permitted on any Lot. This Section, however, shall not prevent the existence or placement of sprinkler systems or air conditioners on any Lot, or the use of septic tanks therewith. No air conditioning units may be mounted through windows or walls unless they are located in the rear yard or in a side yard.

11.5 Owner's Covenant for Use. Each Owner, by acceptance of a deed or other instrument of conveyance of a Lot, whether or not expressed in such deed or instrument, covenants and agrees that the Lot shall be used, held, maintained, and conveyed solely in accordance with the covenants, reservations, easements, restrictions, rules, regulations and lien rights regarding same as are or may be set forth in the Governing Documents.

11.6 Garages. No carports shall be permitted. Garage doors shall be kept closed except when vehicles or persons enter or leave the garage.

11.7 Driveways. All Lots shall have a hard surface driveway extending from the Home to the Roadway System. Each Owner shall be responsible for the repair, maintenance and replacement of the driveway system on its Lot to the point of connection to the roadway within the Roadway System.

insurance policies because in the Association's opinion the Association is unable to afford such policy, then the Association shall not be liable for any claims against the Association because of the Association's failure to purchase such policy. Furthermore, the Association is entitled to rely upon the recommendations of the insurance professionals with whom the Association is dealing in the purchase of these insurance items. No liability shall attach to the Association for any claim brought by anybody with regards to the inadequacy of such insurance purchase if such insurance purchase was made in good faith with the advice of an insurance professional with whom the Association has been dealing.

ARTICLE XVI
RECONSTRUCTION OR REPAIR AFTER CASUALTY

16.1 Determination to Reconstruct or Repair. If any part of the Common Property shall be damaged by casualty, the damaged property shall be reconstructed or repaired unless it is determined by at least seventy-five percent (75%) of the Members that it shall not be reconstructed or repaired.

16.2 Plans and Specifications. Subject to requirements imposed by applicable governmental rules and regulations, any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvement; or, if not, then according to the plans and specifications approved by the Board.

16.3 Estimates of Costs. Immediately after a determination is made to rebuild, replace or repair damage to property for which the Association has the responsibility of reconstruction, repair or replacement, the Association shall obtain reliable and detailed estimates of the cost to rebuild, repair or replace. Such costs may include professional fees and premiums for such bonds as the Board requires.

16.4 Special Assessments. Except as otherwise set forth herein, the amount by which an award of insurance proceeds to the Association is reduced on account of a deductible clause in an insurance policy shall be assessed equally against all Members. If the proceeds of such Assessments and the insurance are not sufficient to defray the estimated cost of reconstruction, repair or replacement by the Association, or if at any time during reconstruction, repair or replacement, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, emergency Special Assessments pursuant to **Article VIII** shall be made against the Members in sufficient amounts to provide funds for the payment of such costs.

ARTICLE XVII
ARCHITECTURAL CONTROL

17.1 Architectural Review. No Improvements (as hereinafter defined) shall be commenced, placed, erected, or allowed to remain on any Lot, nor shall any

modification, addition to, or exterior change or alteration thereto be made, unless and until the plans and specifications for such Improvements shall have been submitted to and approved in writing by either the Declarant during the Class B Control Period, or following such Class B Control Period, by the Board of Directors of the Association. For the purposes of this Declaration, the term "Improvements" shall include, without limitation, any building or structure, fence, wall, mailbox, sewer drains, disposal system, decorative building, outdoor lighting, landscaping, driveway and any and all other types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any painting, tinting and coloring of any of the above, and the placement and location of any fixed objects such as poles, panels, lines and electronics, including but not limited to, approved satellite dishes, and any additions, modifications and/or alterations thereto. The review and approval of the Improvements by the Declarant or the Board of Directors, as applicable, shall be within their sole and absolute discretion. Notwithstanding the foregoing, a Lot Owner who merely replaces any landscaping with like-kind materials or paints using the same colors, then approval shall not be required. Nothing contained herein shall be deemed to subject any of the Lots owned by the Declarant to any architectural review process of the Board hereunder.

17.2 Review and Approval. In the event that: (i) there are any existing violations of this Declaration pertaining to a Lot, or (ii) if any documents or other items requested by the Declarant or the Board of Directors, as appropriate, pertaining to a Lot or any requested Improvements thereon are not timely delivered then notwithstanding anything set forth in this Declaration to the contrary, the Declarant and the Board may refrain from taking any action in reviewing and approving submitted plans or specifications until such violations are corrected, or documents or other items are received. No review or approval of plans or specifications by the Declarant or the Board hereunder shall imply or be deemed to constitute an opinion by the Declarant or Board, nor impose upon them any responsibility for, the design or construction of the Improvements, including, but not limited to, structural integrity of improvements or the compliance with applicable governmental and quasi-governmental requirements. The scope of any review and approval of plans or specifications hereunder is limited solely to whether the plans meet certain requirements, standards and guidelines established in this Declaration and/or by the Declarant and/or the Board relating primarily to aesthetics and the harmony and compatibility of the proposed Improvements with other improvements in the Development. Any such review or approval will create no liability of the Declarant or the Board to any purchaser of the Improvements or to any other person or party whomsoever.

17.3 Procedures and Guidelines. The Declarant and/or the Board, as appropriate, may, from time to time, promulgate such procedures and guidelines as they deem necessary and proper, setting forth guidelines and procedures to be followed by any applicant seeking approval as required above, that, in any event, shall not be in conflict with the provisions of this Declaration and which shall afford to each applicant a reasonable and adequate opportunity to present his proposal. The procedures and

guidelines may include, but not necessarily be limited to, an adequate application form together with such reasonable fees for processing applications as the Declarant and/or the Board may deem necessary. Procedures and guidelines, as promulgated, shall be made available to all Members.

17.4 No Liability. Declarant, the Association, the Board, any committee, or member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Declarant has approved or featured such contractor as a builder in Florida; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot.

**ARTICLE XVIII
MAINTENANCE AND OPERATION**

18.1. Association Responsibility.

18.1.1 The Association shall be responsible, at its own expense, to maintain, repair, and replace the following, in a manner consistent with the community wide standard generally prevailing throughout the Property, such responsibility to include, without limitation:

18.1.1.1 All Association Property and Common Property and all improvements located thereon, including, without limitation, the Surface Water or Storm Water Management System.

18.1.1.2 Maintenance and repair of the roadway and sidewalks within the Roadway System, including, without limitation, periodic resurfacing of paved areas;

18.1.1.3 Maintenance, repair and replacement, as needed, of lighting and of irrigation systems and equipment serving the community, as maintained by the Association;

18.1.1.4 Furnishing of water for irrigation and electricity for lighting as needed for such systems and equipment serving the community, as maintained by the Association.

18.1.1.5 Repair, maintenance, and replacement, if necessary, for all landscaping (shrubs, bushes, beds, irrigation system and trees) installed by the Declarant on the Common Property, specifically in accordance with the provisions of Section 18.1.3.