

## ARTICLE XV

## LAKEFRONT PROPERTY

**Section 1. Lakefront Property.** As to all portions of the Properties which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

(a) 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 the Developer, subject to any and all governmental approvals and permits that may be required.

(b) No motorized boats shall be permitted in the lake(s) except as specifically provided in Section 1 (e) of this Article.

(c) No motorized boat, boat trailer or vehicular parking shall be permitted on the lake slopes or shore areas.

(d) No motorized boat shall be operated on any lake or waterbody except by the Association or its designee for maintenance purposes.

(e) No plantings of any kind shall be made by any Parcel owner in the Lake Maintenance Easement as shown on the Plat of the property.

(f) No Owner shall be permitted to install a fence across the Lake Maintenance Easement until such Owner has received written approval from the all applicable governmental agencies as well as from the Architectural Review Board hereunder. All permitted fences on lots/Parcels abutting the Lake Maintenance Easement must be aluminum picket.

(g) In order to provide for uniform water and waterbody vegetation control, no Owner shall undertake the performance of same without the Association's approval.

## ARTICLE XVI

## OPERATIONS, MAINTENANCE AND MONITORING OF DRAINAGE FACILITIES

The Association shall maintain, as part of the common elements, surface water management facilities and drainage structures for the properties and comply with conditions of the permits from the Southwest Florida Water Management District (District) for the drainage system. The Association, shall, when requested by Developer, accept transfer of the District permit for Hickory Lakes Homeowners Association. The conditions may include monitoring and record keeping schedules, maintenance, and keeping structures free of any obstructions.

It shall be the responsibility of each Parcel Owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4 F.A.C., approved and on file with the Southwest Florida Water Management District (District).

No Parcel Owner within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District pursuant to Chapter 40D-4, F.A.C.

## ARTICLE XVII

## PROHIBITED USES

**Section 1. Garbage and Trash.** Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities.

**Section 2. Temporary Structures.** No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Committee.

**Section 3. Animals.** No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised or maintained on any Parcel; PROVIDED, HOWEVER, that dogs, cats and other household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not in the Owner's Parcel and shall be walked only on areas that may be designated for pets by the Board of Directors.

**Section 4. Stables.** No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Parcel.

**Section 5. Vehicle Parking.** No boats, trailers of any kind or campers (motorized or towed) shall be parked on the Properties. No vehicles used in business for the purposes of transporting goods, equipment and the like or any trucks or vans which are larger than one-half (1/2) ton capacity shall be parked on the Properties. Personal street vans, personal trucks of one-half (1/2) ton capacity or smaller or personal vehicles which can be appropriately parked within standard-sized parking stalls may be parked on the Properties. No vehicles of any nature shall be parked on any portion of the Properties or a Parcel except on the surfaced, parking area thereof. No vehicle repairs or maintenance shall be allowed on the Properties. See the Master Declaration for further restrictions regarding vehicles.

**Section 6. Signs.** No signs, except as approved by the Architectural Committee of this Association, shall be placed, erected or displayed on any Parcel, provided, however, a "For Sale" or "For Rent" sign no larger than eighteen (18) inches by eighteen (18) inches shall be permissible.

**Section 7. Business.** No trade, business or any commercial use shall be conducted in or from any Parcel.

**Section 8. Maintenance.** All Parcels shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All Parcels shall be maintained in first class condition with well kept lawn and well maintained landscaping.

**Section 9. Nuisance.** No nuisance or any use or practice that is a source of annoyance to other Parcel Owners, or interferes with the peaceful possession and proper use of the Parcels by the residents of the Properties shall be allowed upon any Parcel.

**Section 10. Unlawful Use.** No improper, offensive or unlawful use shall be made of any Parcel and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

**Section 11. Antennas.** No television, satellite dishes or radio masts, towers, poles, antennas or aerials may be erected, constructed, or maintained on the exterior of the home or property.

**Section 12. Occupants.** Each Parcel is restricted to residential use as a single family residence by the Owner or Owners thereof, their lessees, immediate families, guests and invitees.

**Section 13. Use.** No person shall use the Parcel or any parts thereof in any manner contrary to this Declaration.

**Section 14. Interference.** Neither the Association, Architectural Committee nor any Parcel Owner, including their guests, employees and guests, shall interfere with the Developer's completion and sale of the Parcels.

**Section 15. Clothes Line.** No clothes, linens, or the like, shall be hung on clothes lines or in any other manner, outside of a unit or Parcel.

**Section 16. Fences.** No fence, or other improvement, shall be erected upon a Parcel which is deemed by the Association to interfere with a common sprinkler system (if any) upon the Properties, or which interferes with any landscape maintenance performed by the Association, thereby increasing the amount of trimming or edging required to be done, or increases in any other manner the cost of maintenance of the landscaping by the Association, unless otherwise specifically agreed to in writing by the Association. No Owner shall be permitted to install a fence across the Lake Maintenance Easement or otherwise install any fencing on a Parcel until such Owner has received written approval from the all applicable governmental agencies as well as from the Architectural Committee hereunder.

**Section 17. Wells.** No individual water supply system shall be permitted on any Parcel, except the installation required for the individual water supply for the irrigation purposes of the landscaping upon a Parcel; provided, however, that the following must be complied with by such Parcel Owner:

(a) Any individual water supply must be installed, operated and maintained in such a manner as to prevent iron stains and/or discoloring of any exterior improvements upon the Parcel, including but not limited to cement areas, the exterior finish of any dwelling or other building, structure or fencing, or any vehicles.

(b) Such Owner shall be required to clean, repair or replace any and all improvements which are discolored due to iron stains caused by such water supply system due to a direct or indirect result of the operation of such water supply system, within thirty (30) days of notice by the Association.

**Section 18. Lake Irrigation.** No individual water supply system for the purposes of irrigation shall be allowed to withdraw water from any of the lakes abutting any Parcel.

**Section 19. Not Applicable to Developer.** The above restrictions set forth in this Article XV shall not apply to Developer or its agents, employees, successors or assigns during the period of construction of the Community and sales of the Parcels.

**ARTICLE XVIII**

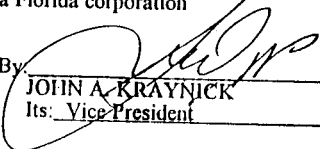
**CABLE TELEVISION**

**Section 1. Cable Television.** The Board of Directors of the Association is authorized to negotiate and enter into a bulk contract for the provision of cable television services to the Properties, under such terms and conditions as the majority of the Board of Directors deems appropriate in its discretion. The costs of basic cable television service to be provided under such bulk contract shall be added to the Operating Budget of the Association and shall be a portion of the annual assessment payable by the Owners of all Parcels in this Association. The provision of premium cable services to each Parcel shall be determined by each individual Parcel Owner, as each such Parcel Owner determines, and the costs for such premium services shall be borne directly by such Parcel Owner.

WHEREFORE, the undersigned, being the Developer hereunder, has hereunto set its hand and seal this 11th day of May, 1998.

Developer:

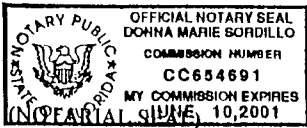
ENGLE HOMES/GULF COAST, INC.,  
a Florida corporation

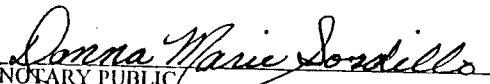
By:   
JOHN A. KRAYNICK  
Its: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of May, 1998, by John A. Kraynick, as Vice President of ENGLE HOMES/GULF COAST, INC., a Florida corporation, on behalf of the corporation and he is personally known to me.



  
NOTARY PUBLIC  
Print name: DONNA MARIE SORDILLO  
Commission No. CC 654691  
My Commission Expires: JUNE 10, 2001