

- **12. Use Restrictions.** The following Use Restrictions shall apply to all Lots within STAR FARMS AT LAKEWOOD RANCH, except for any Lots owned by the Declarant; provided however, a Group Declaration or a Supplemental Declaration designating a Group may include additional restrictions or provisions that are more restrictive than the provisions of this Declaration. Each Owner and Builder, except as otherwise provided herein, must comply with the following:
- **12.1 Alterations and Additions.** No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first obtained from the ACC as required by this Declaration.
- 12.2 Animals. No animals of any kind shall be raised, bred or kept within STAR FARMS AT LAKEWOOD RANCH for commercial purposes. Other than swine, poultry, or pets that become a nuisance, Owners may keep no more than three (3) domestic pets per Home in accordance with the Rules and Regulations established by the Board from time to time, subject to the Americans with Disabilities Act and the Federal Fair Housing Act. Pets permitted by this Section may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. 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. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas or Facilities, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the receipt of such notice. The Owner responsible for a pet shall be responsible for removing from the Common Areas or Facilities any matter created by the pet and disposing of the same in a sanitary manner. Each Owner shall be responsible for all the activities of its pet. Notwithstanding anything to the contrary contained herein, all restrictions set forth in this Section are subject to the Americans with Disabilities Act and the Federal Fair Housing Act.
- **12.3 Artificial Vegetation.** Except as otherwise permitted by Florida law, 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 Lot, unless approved by the ACC.
- **12.4 Automobiles and other Vehicles.** Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Declarant, Builders, or their subcontractors, suppliers, consultants or agents.
- 12.4.1 Parking. Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of STAR FARMS AT LAKEWOOD RANCH or a Lot except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Area, including the private roadways, unless such paved or concrete areas are designated parking areas by the Association or the Declarant. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in STAR FARMS AT LAKEWOOD RANCH except during the period of a delivery of goods or during the provision of services. To the extent STAR FARMS AT LAKEWOOD RANCH has any guest parking, Owners and Lessees are prohibited from parking in such guest parking spaces. Guests may not park within designated guest parking areas for more than seven (7) consecutive days, unless such guest has registered their vehicle with the Association and obtained approval by the Board. Guests may not park on any streets, roadways or grass or landscaped areas.
- **12.4.2 Vehicle Registration and Transponders.** Each Owner must properly register their vehicle with the Association. To receive a transponder for access to the gates within STAR FARMS AT LAKEWOOD RANCH ("Access





Device"), such Owner must register the vehicle with the Association and provide evidence of proper insurance, vehicle registration and valid driver's license. Lessees and other occupants of the Home must obtain Access Devices from the Owner of the Home and each Owner is responsible for ensuring the vehicle(s) of such Lessees and other occupants of the Home are registered with the Association. One (1) Access Device shall be issued for each Owner's vehicle; provided, however, additional Access Devices may be issued for motorcycles properly registered with the Association so long as such motorcycle can be stored within the garage of the Home in addition to any other vehicle stored within such garage. Any new vehicles owned by an Owner, Lessee or other occupant must be registered with the Association. If an Access Device is lost or damaged, the Owner of the Home must obtain a new replacement Access Device from the Association, which may be subject to additional fees in the amount of such costs for the replacement decal/tag or card plus Twenty-Five and No/100 Dollars (\$25.00) (or such other amount determined by the Board in its sole and absolute discretion), which amount may be assessed against the respective Lot as an Individual Assessment.

- **12.4.3 Repairs and Maintenance of Vehicles.** No vehicle which cannot operate on its own power shall remain on STAR FARMS AT LAKEWOOD RANCH for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within STAR FARMS AT LAKEWOOD RANCH, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.
- 12.4.4 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicles (ATV), boat (or other watercraft), trailer, including, without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within STAR FARMS AT LAKEWOOD RANCH except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, sport utility vehicles (e.g., Broncos, Blazers, Navigators, etc.) or clean "non-work" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles. prohibited by this Section. No vehicles with missing or expired tags or registrations shall remain within STAR FARMS AT LAKEWOOD RANCH, except in the garage of a Home. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within STAR FARMS AT LAKEWOOD RANCH. For any Owner who drives an automobile issued by the County or other governmental entity (e.g. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas (if any). Additionally, no all-terrain vehicle (ATV) or mini motorcycle may be parked or stored within STAR FARMS AT LAKEWOOD RANCH, including on any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Declarant, Builders, or their subcontractors, suppliers, consultants or agents.
- **12.4.5 Towing.** Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers,





etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot or Common Areas or Facilities that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting

12.4.6 Golf Carts. Golf carts, which are motor vehicles designed for recreational purposes and not capable of speeds in excess of twenty (20) miles per hours, may be operated on roadways designated by the Association within STAR FARMS AT LAKEWOOD RANCH but are prohibited on the sidewalks, walkways or any part of the Trail System. Golf carts shall only be operated in compliance with Chapter 316, Florida Statutes, and with respect to all private streets or right-of-way within STAR FARMS AT LAKEWOOD RANCH (if any), all requirements imposed upon the use of golf carts under Section 316.212, Florida Statutes shall equally apply to such private roads and right-ofways owned by the Association. No person under the age of fourteen (14) shall operate a golf cart in STAR FARMS AT LAKEWOOD RANCH. Golf carts may only be operated by individuals lawfully licensed by the Florida Department of Motor Vehicles. Golf carts may only transport the number of persons equal to the number of seats in such golf cart. Persons or materials hanging off the back or side of a golf cart is prohibited. All golf carts must be equipped with working seat belts, headlights, rear lights, brake lights, tum signals, a horn or other warning device, and a windshield. Only electric golf carts are permitted. Low Speed Vehicles, as defined in Section 320.01, Florida Statutes, are prohibited from use in STAR FARMS AT LAKEWOOD RANCH. Safe driving practices must be utilized when operating the golf cart. Texting or cell phone use during operation is prohibited. Headlights must be on when operating a golf cart thirty (30) minutes before sunset and thirty (30) minutes after sunrise. Headlights must also be on when raining, or when other circumstances warrant for safe use of such golf cart. Golf carts shall not be used during periods of low visibility, including impaired visibility due to fog, rain or low lighting. All golf cart drivers shall comply with all traffic laws, including all speed limitations, stopping at stop signs, using appropriate directional signals and yielding to car traffic. Golf carts must drive with the flow of traffic. Golf carts may not be stored or parked in any driveway overnight, rather they must be within an enclosed garage. Golf carts may not be parked on any street or right-of-way. Golf carts may park in areas located at the Common Areas designated specifically for golf-cart parking by the Association (if any). All other parking restrictions set forth in the Declaration, or as otherwise adopted by the Declarant or the Board shall apply to golf carts.

Each owner of a golf cart is required to maintain adequate insurance for their golf carts and, prior to operation of such golf cart within STAR FARMS AT LAKEWOOD RANCH, must name the Association as additional insured on such insurance policy. Prior to operation within STAR FARMS AT LAKEWOOD RANCH, all golf carts must be registered with the Association by the owner of such golf cart. At the time of registration, the owner of such golf cart shall present to the Association the applicable insurance policy listing the Association as additional insured as provided above. The Association may require the display of a community registration sticker on all golf carts. The Association reserves the right to revoke golf cart privileges to any Owner, occupant or other person who violates the foregoing restrictions or requirements. Golf carts must be operated in accordance with all applicable laws, rules, regulations and ordinances. Each individual using a golf cart within STAR FARMS AT LAKEWOOD RANCH is responsible for understanding and complying with all applicable laws, rules, regulations and ordinances.

- 12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14.2 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner shall not perform any activities that would negate such coverage or impair the availability of such coverage.
- **12.6 Commercial Activity.** Except for normal construction activity, sale, rental and re-sale of a Home, sale or resale of other property owned by the Declarant and/or Builders, and administrative offices of the Declarant and/or





Builders, no commercial or business activity shall be conducted within STAR FARMS AT LAKEWOOD RANCH, including, without limitation, within any Home. 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. No Owner may actively engage in any solicitations for commercial purposes within STAR FARMS AT LAKEWOOD RANCH. No solicitors of a commercial nature shall be allowed within STAR FARMS AT LAKEWOOD RANCH, without the prior written consent of the Association. No day care center, "half-way house, or assisted living facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant.

- 12.7 Completion and Sale of Homes. Notwithstanding anything contained herein to the contrary, no person or entity shall interfere with the completion and sale of Homes and/or Lots within STAR FARMS AT LAKEWOOD RANCH by the Declarant and Builders. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN STAR FARMS AT LAKEWOOD RANCH AND THE RESIDENTIAL ATMOSPHERE THEREOF.
- **12.8 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 or amended from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.
- **12.9 Cooking.** No cooking shall be permitted nor shall any foods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the Association. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout STAR FARMS AT LAKEWOOD RANCH. No Owner may use any grills, barbecue facilities, oils or any other cooking device or accessory in any manner which would constitute a nuisance or an obnoxious use, or which interferes with the peaceful possession and proper use of STAR FARMS AT LAKEWOOD RANCH.
- **12.10 Decorations.** No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, or flagpoles shall be installed or placed within or upon any portion of STAR FARMS AT LAKEWOOD RANCH without the prior written approval of the ACC. 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 the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights and decorations at its sole discretion, including, without limitation additional time periods and holidays during which Owners may place lighting or decorations on exterior portions of the Home. The ACC may require the removal of any lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through STAR FARMS AT LAKEWOOD RANCH). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2020), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.
- **12.11 Disputes as to Use.** If there is any dispute as to whether the use of any portion of STAR FARMS AT LAKEWOOD RANCH complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by the Declarant, and thereafter by the Board. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.





- **12.12 Drainage System**. Drainage Improvements may be part of the Common Areas, the Facilities, and/or Lots. After Drainage Improvements are installed by the Declarant or a Builder, the maintenance of Drainage Improvements within the boundary of a Lot shall be the responsibility of the Association. In the event Drainage Improvements are adversely affected by landscaping, fences, structures, or any other improvements (including, without limitation, pavers), the cost to correct, repair, or maintain such Drainage Improvements shall be the responsibility of the record title owner of the Lot that includes such improvements. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect Drainage Improvements within another Lot, the Owner that planted the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. NOTWITHSTANDING THE FOREGOING, THE DISTRICT, THE ASSOCIATION, THE DECLARANT AND BUILDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.
- **12.13 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) removing all removable furniture, plants and other objects from outside the Home; and (ii) 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. Neither the Association, the Declarant nor any Builder shall have any responsibility of any nature relating to any unoccupied Home.
- **12.14 Fences and Walls.** No walls or fences shall be erected or installed without prior written consent of the ACC, except for fences or walls installed by the Declarant or a Builder. No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Community Standards. Any fence approved in writing by the ACC shall be maintained by the record title owner of the Lot in accordance with this Declaration and the Community Standards. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 15.9 hereof.
- **12.15 Fuel Storage.** No fuel storage shall be permitted within STAR FARMS AT LAKEWOOD RANCH, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.
- **12.16 Garages.** No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.
- 12.17 Garbage Disposal. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from the street. 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 adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up. To the extent any trash, garbage, junk, yard trimmings or debris does not fit into the Owner's garbage can/trash container or is not otherwise eligible for pickup by the appropriate collection agencies, the Owner shall dispose of such items at the appropriate County waste facility. Except for normal construction debris during the course of construction of a Home by the Declarant or a Builder, no garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon or remain on a Lot for more than twenty-four (24) hours. During the course of work, landscaping or improvements on a Lot by an Owner or its Contractors, all trash and debris (including, without limitation, any construction debris or yard trimmings) shall be removed by the Owner or its Contractor on a daily basis and placed in the Owner's garbage can/trash container or taken to the appropriate County waste facility. Within thirty (30) days after the issuance of a



final or temporary Certificate of Occupancy for a Home, the Builder shall remove all construction debris, refuse or other garbage from the Lot and property surrounding the Lot left by such Builder or its agents or Contractors.

- 12.18 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 ACC and shall match the color or trim of a Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time), except clear hurricane panels/shutters approved by the ACC may remain closed during hurricane season as approved by the Board and the ACC. 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 ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters. Notwithstanding the foregoing, in the event of an emergency and issued storm warning, Owners may install temporary emergency storm protective window coverings up to seventy-two (72) hours prior to the expected arrival of a storm, which must be removed within seventy-two (72) hours after the end of such storm.
- **12.19 Irrigation: Water Staining: Reclaimed Water.** Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within an Owner's Lot. The Declarant may utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not the maintenance obligation of an Owner pursuant to the terms of this Declaration shall be the maintenance obligation of the Association. The Association and/or the District may use reclaimed or reuse water for irrigation purposes. Reclaimed or reuse water has received a degree of treatment and basic disinfectant at a wastewater treatment facilities but does not qualify as potable water under applicable governmental regulations, so irrigation water should not be consumed by any persons or animals.
- **12.20** Laundry: Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes (2020), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the ACC and in accordance with the Community Standards.
- **12.21 Lawful Use.** No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of STAR FARMS AT LAKEWOOD RANCH as determined by the Board in its sole discretion.

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 STAR FARMS AT LAKEWOOD RANCH shall be the same as the responsibility for maintenance and repair of the property concerned.

12.22 Leases. Homes may be leased, licensed or occupied only in their entirety and 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 Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship; provided, however, that if a Lessee defaults under its Lease Agreement and the Owner terminates such Lease Agreement on account of such default, then such Owner may be entitled to replace the defaulted and terminated tenancy with a new Lessee under a new Lease Agreement (for a term of at least one (1) year), and such new tenancy shall not count as an additional lease for the





specified period. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

Each Owner shall collect from their respective Lessee and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the Lessee, members of the Lessee's family, or the Lessee's guests and invitees. The Association shall be entitled to apply the deposit to any Lessee obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the Lessee does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a Lessee and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

- **12.23 Mailboxes and Lampposts.** No mailbox shall be installed by an Owner within STAR FARMS AT LAKEWOOD RANCH. No lamppost shall be installed on any Lot without prior written consent of the ACC. The ACC shall have the right to require that all lampposts shall be of one particular type or design specified by the ACC.
- **12.24 Minor's and Guest's Use of Commonly Shared Facilities**. Adults shall be responsible for all actions of their minor children and guests at all times in and about STAR FARMS AT LAKEWOOD RANCH. The Declarant and the Association shall not be responsible for use of the Common Areas or Facilities by anyone, including minors or guests.
- **12.25 Nuisances.** No nuisance, or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of, as determined by the Board in its sole discretion, STAR FARMS AT LAKEWOOD RANCH is permitted. No firearms shall be discharged within STAR FARMS AT LAKEWOOD RANCH. Nothing shall be done or kept within the Common Areas or any other portion of STAR FARMS AT LAKEWOOD RANCH, including a Home or Lot which will increase the rate of insurance to be paid by the Association. This Section shall not apply to sales, marketing, construction and development activities by the Declarant and Builders.
- **12.26 Oil and Mining Operations.** No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.
- **12.27 Personal Property: Patio and Lawn Furniture.** All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of STAR FARMS AT LAKEWOOD RANCH,





which is unsightly or which interferes with the comfort and convenience of others. No patio furniture or swings shall be installed or placed within or upon any portion of the front of a Home or Lot so as to be visible outside the Home or Lot, without the prior written approval of the ACC. The ACC may establish standards for patio furniture and patio swings at its sole discretion. Swings and patio furniture will not be approved by the ACC for placement in front of the Home unless a front porch is part of the architectural design of the Home. Except as otherwise approved by the ACC in accordance with the foregoing, all other outdoor furniture and lawn furniture must be used and stored only in the rear of the Home and shall not be visible from the street in front of the Home. The Board may require the removal of any patio furniture or lawn furniture that is unsightly or creates a nuisance in the Boards' sole discretion. In the event a Home will be unoccupied for a period of seven (7) or more days, prior to departure by the Owner, such Owner must remove all patio furniture and lawn furniture from outside the Home and Lot. In addition, all patio furniture, lawn furniture and lawn ornaments shall be removed from outside and stored within the Home upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning.

- **12.28 Removal of Soil and Additional Landscaping.** Without the prior consent of the ACC. no Owner shall remove soil from any portion of STAR FARMS AT LAKEWOOD RANCH, change the level of the land within STAR FARMS AT LAKEWOOD RANCH, or plant landscaping which results in any permanent change in the flow and drainage of surface water within STAR FARMS AT LAKEWOOD RANCH. Owners may place additional plants, shrubs, or trees within any portion of their respective Lots with the prior written approval of the ACC.
- 12.29 Roofs, Driveways and Pressure Washing/Soft Washing. Roofs, exterior surfaces and/or pavement, including, but not limited to, walks and driveways, shall be pressure washed/soft washed by the Owner of the Lot within thirty (30) days of notice by the Board or the ACC to the Owner of the Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. All roofs must be in compliance with the Community Standards. PRIOR TO ANY PRESSURE WASHING/SOFT WASHING, EACH OWNER SHOULD OBTAIN FROM THE MANUFACTURER OF THE AREA TO BE CLEANED, THE PROPER CLEANING INSTRUCTIONS TO ENSURE NO DAMAGE IS CAUSED TO THE SURFACE AND TO ENSURE COMPLIANCE WITH THE MANUFACTURER'S MAINTENANCE REQUIREMENTS FOR WARRANTY PURPOSES, IF ANY.
- 12.30 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first obtained from the ACC as required by this Declaration. Subject to rules and regulations promulgated by the Federal Communications Commission ("FCC"), the ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of STAR FARMS AT LAKEWOOD RANCH. The ACC's approval of the installation of any such item or device shall not be construed as any opinion, representation, warranty or guarantee as to the structural safety or soundness of same, nor shall the ACC's approval be deemed to provide any opinion, representation, warranty or guarantee with respect to potential hazards to health or safety caused by any such item or device. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the FCC rules are prohibited. Installation, maintenance, and use of all antennas shall comply with the Community Standards adopted by the Board and shall be governed by the then current rules of the FCC.
- **12.31----Screened Enclosures and Decks/Patios/Lanais.** All screening and screened enclosures shall have the prior written approval of the ACC and shall be in accordance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and shall comply with the Community Standards. All decks, patios, and lanais shall have the prior written approval of the ACC and shall be in compliance with the Community Standards.





12.32---Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of STAR FARMS AT LAKEWOOD RANCH, including, without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Further, Owners who are actively marketing the sale of their Home are permitted to display one (1) "For Sale" sign in compliance with and all specifications and criteria contained in the Community Standards and any community-wide "For Sale" sign standards as determined by the Board from time to time.

Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation, noise and lighting ordinances in the County and all setback and location criteria contained in this Declaration and in the Community Standards.

The Declarant, the Builders, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and for Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within STAR FARMS AT LAKEWOOD RANCH such signs and flags as the Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes; provided, however, notwithstanding anything to the contrary herein, the exercise by a Builder of the rights and exemptions in this Section shall be subject to the Declarant's prior written approval as to the location, size, content and design of such Builder's signs and flags within STAR FARMS AT LAKEWOOD RANCH, which approval shall not be unreasonably withheld, conditioned or delayed. Within thirty (30) days of the final sale of the last Home owned by a Builder within STAR FARMS AT LAKEWOOD RANCH, the Builder shall remove from STAR FARMS AT LAKEWOOD RANCH all marketing materials including, but not limited to, flags banners, placards and signage. The Declarant reserves the right to institute a signage plan for STAR FARMS AT LAKEWOOD RANCH, which such signage plan must be complied with by all Builders. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.33 Social Media. The Association may create an official social media page, forum or website for STAR FARMS AT LAKEWOOD RANCH. If created by the Association, such social media pages shall be for Owners only, not for public participation by non-Owners, and such page(s) may be used as a communication instrument by and for the Association. The Association shall have the right to impose conditions or standards in connection with the use of any social media page(s) for STAR FARMS AT LAKEWOOD RANCH and by acceptance of a deed to a Lot and by participating on such social media page(s), each Owner acknowledges and agrees that it has voluntarily subjected itself to such conditions and standards and shall comply with such conditions and standards. By acceptance of a deed to a Lot, each Owner who actively participates on such social media page(s) for STAR FARMS AT LAKEWOOD RANCH agrees to the following conditions and standards: (i) Owners shall not engage in any immoral, improper, offensive, unlawful or obnoxious use or posts; (ii) all posts and comments by Owners must generally be positive and respectful and shall in no way be malicious or disparaging to any person or business, including, without limitation, the Association, the Declarant, Builders or any other Owner(s); and (iii) Owners shall not use such social





media page(s) to report or discuss any violations of the Governing Documents, any property or Home issues, or any other issues or problems with STAR FARMS AT LAKEWOOD RANCH, the Declarant, the Builder, the ACC or the Association, and such Owner shall report all such issues directly to the Association and/or Declarant or Builder (as applicable) rather than reporting or discussing such issues on any social media page(s). Each Owner acknowledges and agrees that neither the Declarant, nor any Builder nor any Manager is responsible for monitoring any social media page(s) for STAR FARMS AT LAKEWOOD RANCH. IF AN OWNER WITNESSES A FIRE, ACCIDENT, THEFT OR OTHER SERIOUS EVENT, SUCH OWNER SHALL CALL 911 AND NOTIFY THE ASSOCIATION BEFORE POSTING ON ANY SOCIAL MEDIA PAGE.

- **12.34 Sports Equipment.** No recreational, playground or sports equipment shall be installed or placed within or about any portion of STAR FARMS AT LAKEWOOD RANCH without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.
- 12.35 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 written approval of the ACC, which approval shall conform to the requirements of this Declaration and the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from all roadways in a manner approved by the ACC. This Section shall not apply to temporary structures and storage facilities utilized by Builders in connection with the construction, marketing or sale of Homes within STAR FARMS AT LAKEWOOD RANCH. Builders shall have the right to place, erect or construct portable, temporary or accessory buildings or structures within STAR FARMS AT LAKEWOOD RANCH for sales, construction storage or other purposes, subject to the prior written approval by the Declarant as to the location, design and quality of all portable, temporary or accessory buildings or structures within STAR FARMS AT LAKEWOOD RANCH for sales, construction storage or other purposes, which approval shall not be unreasonably withheld, conditioned or delayed.
- **12.36 Subdivision and Regulation of Land.** No portion of any Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Declarant prior to the Community Completion Date, and thereafter, by the Association. No Owner or Builder shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to STAR FARMS AT LAKEWOOD RANCH, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion.
- **12.37 Substances.** No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of STAR FARMS AT LAKEWOOD RANCH or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.
- 12.38 Surveillance Equipment and Security Systems. Except for video monitoring doorbells, no Owner shall install any security and/or surveillance systems or related equipment on the exterior portion of a Home or Lot without first obtaining prior written approval of the ACC. Except for video monitoring doorbells, all exterior components of any security system or surveillance equipment require prior written approval from the ACC. Notwithstanding the foregoing, Owners may install compact video-equipped doorbells on the exterior of the Home in accordance with the Community Standards. No security and/or surveillance systems shall be installed in a manner that is unsightly or which interferes with the comfort and convenience of other Owners. All conduits and wiring on the exterior portion of a Home shall be encased and painted to match the adjacent exterior surface of





the Home. Security cameras and other surveillance equipment shall not be directed onto a neighboring Home or installed directly across from the window of an adjacent Home. Security alarms audible outside of the Home must be connected to a monitoring service that is able to remotely turn off the alarm, or the security alarm must automatically turn off after no more than fifteen (15) minutes of noise production audible outside of the Home.

- **12.39 Swimming, Fishing and Boating.** Swimming and wading is prohibited within any of the retention/detention areas or other water bodies within the boundaries of STAR FARMS AT LAKEWOOD RANCH. Fishing is prohibited within retention/detention areas or other water bodies within of STAR FARMS AT LAKEWOOD RANCH, except within any areas which may be specifically designated by the Board as areas permitted for fishing. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any water body.
- 12.40 Swimming Pools and Spas. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC. and shall be no higher than twelve feet (12') unless otherwise approved by the ACC; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment) by the respective Owner. Unless installed by the Declarant or a Builder, no diving boards, slides, or platforms shall be permitted without ACC approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any retention/detention areas within STAR FARMS AT LAKEWOOD RANCH or adjoining properties. No above-ground pools shall be permitted on any Lot.
- 12.41 Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an Owner, its Immediate Family Members, Lessees, guests or invitees on, over or from any Lot, Common Area or the Facilities within STAR FARMS AT LAKEWOOD RANCH, except for the purpose of an Owner or their authorized agent periodically inspecting the Owner's respective Lot or Home, or except in areas designated by the Board for permitted use of such unmanned aircrafts, or as otherwise permitted by the Board from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable conditions and standards concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lots, Common Areas, or the Facilities. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and Local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot, Common Area, or the Facilities. No person shall operate a drone or similar unmanned aircraft system in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including, without limitation, to another Owner, its Immediate Family Members, Lessees, guests or invitees.
- **12.42 Use of Homes.** Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, Immediate Family Members, guests, Lessees and invitees.
- **12.43 Visibility on Comers.** Notwithstanding anything to the contrary in this Declaration, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.
- **12.44 Wells and Septic Tanks.** No septic tanks will be permitted on any Lot. No wells of any kind shall be permitted on any Lot or within the Common Areas. The foregoing prohibition shall not be modified without the written consent of Braden River Utilities, LLC. No water shall be withdrawn from any water body that is not





designated by Braden River Utilities, LLC as an irrigation water storage lake. For purposes of Chapter 712, Florida Statutes, the foregoing restrictions of this Section are perpetual restrictions running with the land that shall be deemed recorded pursuant to Chapter 403, Florida Statutes, as requirements imposed by the Florida Department of Environmental Protection to protect the public water supply in conjunction with the issuance of permits for injection of reclaimed water in proximity to STAR FARMS AT LAKEWOOD RANCH.

- **12.45 Wetlands and Mitigation Areas.** If the Common Areas 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 without ACC approval and approval from any governmental agencies having jurisdiction. Such areas are to be maintained by the Association in their natural state.
- **12.46 Window Treatments.** Within thirty (30) days of the conveyance of title of a Home to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. 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 ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering.
- **12.47 Windows or Wall Units.** No window or wall air conditioning unit may be installed in any window or wall of a Home.

