

VIII.
PROTECTIVE COVENANTS

A. Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of the Declaration. Without limiting any of the provisions or requirements hereof, the specific references to Developer or ACC approval set forth in this section or elsewhere in the Declaration shall not be construed as a limitation on the requirements of Article VII of the Declaration or in any Supplemental Declaration. The Association reserves the right to waive any of the protective covenants as set forth herein and the Developer reserves the right to waive any of the protective covenants with respect to the Initial Improvements, as either party shall deem necessary or reasonable.

1. Lot Re-subdivision. No Lot shall be further subdivided, replatted, or separated into smaller Lots by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. Developer shall have the right to reconfigure Lots or modify subdivision plats of the Property if Developer owns all the Lots within the legal description of the Property to be subjected to the replat, or if all Owners of Lots which are included within the portion of the plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.
2. Residential Use. Each Lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial purpose. No time share ownership of Lots shall be permitted without Developer's approval. Nothing herein shall be deemed to prevent any Owner from leasing a Residence, subject to all of the provisions of the Declaration, Articles, and Bylaws, nor to prevent Developer from converting the use of a platted lot to a road for ingress and egress from an adjacent Lot or land. The foregoing restriction shall not operate to prevent Developer or its designees -from using one- or more Residences as model homes or sales centers during the development and sale of the Property. No other business or commercial use may be made of any part of -the Property. Provided, however, an occupant of a Residence who maintains a personal or professional library, keeps personal or professional books or accounts, conducts personal business (provided that such use does not involve customers, clients, employees, licenses or invitees regularly visiting the Residence), or makes professional telephone calls or correspondence in or from a Residence is engaging in a residential use and shall not be deemed to be in violation of this section by reason thereof.
3. Nuisances: Other Improper Use. No nuisance shall be permitted to exist on any Lot or Common Area so as to be detrimental to any other Lot in the vicinity thereof or its occupants, or to the Common Area. Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste

will be committed upon the Common Area. Owners hereby acknowledge that construction activity on or about the Property during daylight hours shall not be deemed to be a nuisance. The determination of the Board of Directors as to what may be or become a nuisance shall be conclusive.

4. Lakes and Retention Ponds. There shall be no boating, swimming, fishing or other water sports conducted on any lakes or retention ponds within the Property.
5. Insurance. Nothing shall be done or kept in any Residence, Lot, or in the Common Area which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Residence, on his Lot, or in the Common Area which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which would be in violation of any law.
6. Access. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the Improvements within the Lot, or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.
7. Minimum Residence Size. All Residences in Somerset Park shall contain a minimum of one thousand five hundred (1,500) square feet of heated and air-conditioned space excluding all patios, balconies, decks, and garages.
8. Garages. All Residences in Somerset Park shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. No carports will be permitted unless approved by Developer or the ACC, as applicable. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. No garage shall at any time be used as a Residence or converted to become part of the Residence, except if another garage is constructed in compliance with the provisions hereof. Provided, however, a garage may be used by Developer or builder as a sales office during the marketing of the Property if the Developer consents in writing to such a use.
9. Fences and Walls. Without limiting the provisions of any other term hereof, the composition and location and height of any fence or wall to be constructed on any Lot in Somerset Park shall be subject to the approval of the ACC. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct

and maintain another ACC approved method for keeping and restraining such permitted pets. Any fence, wall, hedge or other similar structure must be included in the Plan submitted to the ACC with respect to the location, height and type of material and must be approved by the ACC.

10. Pets. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that not more than two dogs, cats, or caged birds (or any combination thereof, not exceeding two animals), may be kept by an Owner or occupant of a Lot, but only if such permitted pets do not constitute a nuisance on the Property. All pets must be held or kept leashed or otherwise appropriately restrained at all times they are on the Common Area, and all owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves the right to designate specific areas within the Common Area where pets may be walked on leashes by their Owners. The Association further reserves the right to demand that an Owner permanently remove from the Property all pets which create disturbances or annoyances that constitute nuisances, in the sole determination of the Board of Directors. The decision of the Board of Directors in such matters is conclusive and shall be enforced by the Association.
11. Signs. No sign of any kind shall be displayed to public view on any Lot except one sign of not more than two (2) square feet advertising such Lot for sale or rent. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Somerset Park.
12. Recreational Vehicles. No travel trailer, mobile home, boat, tent, storage building, garage, barn or outbuilding shall be, at any time; used as a residence temporarily, or permanently.
13. Boats, Motor Vehicles and Parking. No boats, personal water craft, vehicle, automobile, van or truck (except four wheeled passenger vehicles or standard sized pick-up trucks, including sport utility vehicles (SUV's), not exceeding one-ton capacity, and with no lettering or signage thereon), shall be placed, parked or stored upon any Lot, unless totally contained within a garage or appropriately screened from view of the neighboring Owners and from the street or unless parked on a temporary basis (i.e., less than 24 consecutive hours) being utilized in the construction of a Residence on the Lot. The sufficiency of such screening shall be determined solely in the discretion of the ACC. No maintenance or repair of the type of vehicles permitted hereunder, which necessitates putting the

vehicle on blocks or otherwise extends for a period of greater than three (3) daylight hours may be performed upon any such vehicle on any Lot unless with the written approval of the ACC, except within a garage, totally isolated from public view. All motorized vehicles shall be parked on one-side of the street in accordance with Orange County Code and as may be indicated by parking signs erected by, or on behalf of, the Association from time to time.

14. Off-Street Motor Vehicles. No motorized vehicles including, without limitation, two, three and four-wheel all-terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes.
15. Ancillary Structures. Unless approved by Developer or the ACC, as applicable, as to use, location and architectural design, no garage, tool, guest quarters, or storage buildings can be constructed separate and apart from the Residence in Somerset Park, nor may any such structures be constructed prior to construction of the Residence. Any such permitted ancillary structures, such as detached garages, guest quarters; or storage buildings shall be constructed of the same materials and in the same architectural style as the Residence, and shall be subject to the same setback lines, approvals of the ACC, governmental regulations, and other restrictions applicable to the Residence itself.
16. Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot within Somerset Park unless approved by Developer or the ACC.
17. Lighting. No external lighting shall be installed without the prior approval of Developer or the ACC, as applicable. No lighting will be permitted which alters the residential character of the Property.
18. Recreational Structures. No basketball hoops or backboards, volleyball nets, or soccer nets shall be permitted on any Lot, unless such prohibited items are moveable (i.e., not affixed to the Residence) and is temporary (i.e., may not be visible on a Lot overnight). All play and/or sport structures of any kind shall be located at the rear of the Residence in Somerset Park, or on the inside portion of corner Lots within the setback lines, provided however, any basketball backboards shall be located so as to minimize noise to adjoining Residences and no play or sport structures may be installed (either temporarily or permanently) on any street or on

any cul-de-sac. No platform, doghouse, tennis court, playhouse, or play fort shall be constructed on any part of a Lot located forward of the rear line of the Residence in Somerset Park, and any such structure shall have prior approval of Developer or the ACC, as applicable. Any portion of a Reconfigured Lot in Somerset Park used for recreational purposes must be adequately screened in the front and sides by landscaping, fencing or walls, as approved by the ACC or Developer, as applicable, so that such uses shall not be visible from any road.

19. Window Air Conditioners. No window or wall air conditioning units will be permitted.
20. Window Coverings. No reflective window coverings or treatments shall be permitted on any Residence in Somerset Park. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area where the Lot is located.
21. Mailboxes. No mailbox, paper box or other receptacle of any kind for any use in the delivery of mail, newspapers, magazines, packages; or similar materials shall be erected on any Lot in Somerset Park without the approval of the ACC or Developer, as applicable, as to style and location. If required by the U. S. Postal Service, mail delivery may be made to a centralized box location at any time that the U. S. Postal Services requires a change in the method of delivery. Owners shall install the required receptacles as approved by the ACC in the event that a centralized box location is not required by the U.S. Postal Service.
22. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearance of such devices will be closely scrutinized and controlled by the ACC or Developer, as applicable, to assure consistency with the aesthetic standards of the Property. The Developer reserves the right to adopt additional architectural guidelines that might address energy conservation mechanisms. Use of clotheslines or other exterior clothes drying facilities shall not be permitted on the Common Area or any other part of the Property where they would be visible from any road or Lots.
23. Visibility at Street Intersection. No hedge, shrub, or planting which obstructs the site lines and elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five feet (25') from the

intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of the intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of sight lines.

24. Garbage and Trash Cans. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste (including recycling materials) must be kept in sanitary containers and such container shall be stored in trash enclosures (i.e., inside garages or appropriately screened from view of the neighboring Owners and from the street). The sufficiency of such screening shall be determined solely in the discretion of the ACC. All trash, garbage or other waste shall be disposed of in accordance with the applicable rules of the County in its collection procedures. All sanitary containers shall be removed from the roadside within twenty-four (24) hours after garbage pick-up.
25. Temporary Structures. Unless first approved in writing by the ACC, no structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, except the Developer or its designees, may install a sales trailer or other approved temporary structure on a Lot for use as a sales office or construction office during any development within Somerset Park.
26. Oil and Mining Operations. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or on the Property.
27. Hazardous Materials. No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of in or under the Property, except in strict compliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on the Property, subject to strict safety codes and shall be stored in containers specifically designed for such purposes.

28. Tree Preservation. No trees measuring four inches (4") or more in diameter at a point which is three feet (3') above ground level may be removed without the written approval of the ACC, unless located within ten feet (10') of the Residence or accessory building or within ten feet (10') of the approved site for such building. No tree shall be removed from any Lot without the consent of the ACC until the Owner shall be ready to commence construction. Any tree permitted to be removed under this Section A.28 shall be replaced with a comparable tree as approved by the ACC.
29. Personal Services. The employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of such employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor shall it warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or-services for Owners.
30. Soliciting. No soliciting will be allowed at any time within the Property.