Mediterra
Community Association, Inc.

Use Restrictions

The following restrictions shall apply to all of the Properties until such time as they are amended, modified, repealed or limited by Use Restrictions of the Association adopted pursuant to Article III of the Declaration or as otherwise provided in the Declaration.

1. General. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by the Declarant and/or a Builder to assist in the sale of property described on Exhibits "A" or "B," offices for any property manager retained by the Association, and business offices and construction areas for the Declarant, Builder, or the Association) consistent with this Declaration and any Supplemental Declaration.

2. Restricted Activities. The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking of any vehicles is;

(i) prohibited on public or private streets or thoroughfares within the Properties except for construction vehicles of the Declarant or Builders which may be parked in the streets of a construction area until 100% of the property described on Exhibits "A" and "B" of the Declaration has been developed and conveyed to Owners other than the Declarant or Builders,

(ii) parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles anywhere within the Properties other than in enclosed garages is prohibited; provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area, and recreational vehicles and boats may be parked in driveways for not more than 24 hours while loading and unloading, which shall not occur more than twice per month,

(b) Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that a reasonable number of dogs, cats, or other usual and common household pets may be permitted in a Unit; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a eash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed and inoculated as required by law;

(c) Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units;

(d) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Unit;

(f) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;

(g) Outside burning of trash, leaves, debris or other materials, except by the Declarant or a Builder;

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be an unreasonable annoyance or nuisance to occupants of other Units in the Board's judgment, except alarm devices used exclusively for security purposes;

(i) Posting or maintaining any sign, banner or advertisement, unless approved by the Reviewer under Article IV and maintained in a manner consistent with the Design Review Guidelines and any applicable governmental regulations;

(j) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;

(k) Accumulation of rubbish, trash, or garbage except between regular garbage pickups, and then only in approved containers;

(l) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision plat including such Unit has been approved and filed in the Public Records, except that the Declarant shall be permitted to subdivide or replat Units which it owns;

(m) Swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams or other bodies of water within the Properties, except that fishing from the shore in designated locations shall be permitted with appropriate licenses and the Private Amenity, its successors and assigns, shall be permitted and shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas and the Declarant may draw

water from lakes, ponds and streams within the Properties for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the Properties;

(n) Use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program with respect to Units which it owns;

(o) Use and discharge of firecrackers and other fireworks; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(p) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank pursuant to Article IV;

(q) Any business, trade, garage sale, moving sale, rummage sale, or similar activity, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Properties; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

The leasing of a Unit shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties, including the operation of a timeshare or similar program;

(r) Capturing, trapping, or killing of wildlife within the Properties, unless authorized by the Declarant or the Association;

(s) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Properties or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

(t) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Article IV, provided that use of such areas shall be permitted by a Builder during the construction and marketing of any portion of the Properties;

(u) Operation of motorized vehicles, golf carts, or similar items on public or private roads, streets, pathways, bike trails, or trails maintained by the Association, except that golf carts may be operated on cart paths intended for such purposes; Notwithstanding the foregoing, Club owned or leased golf carts may be used by Club authorized golfers on the streets maintained by the Association to return to the golf cart staging area adjacent to the Club Pro Shop from hole North 10, and travel to and from other holes on either North or South Courses as authorized by the Club during tournaments and other Club sponsored events. Club Golf carts must follow traffic regulations and yield to vehicles on streets where permissible. All drivers must observe traffic signs, follow traffic regulations, and always drive with safety in mind on the streets of the Association. LSVs (Low-Speed Vehicles) are permitted on the roadways only. LSVs must be properly registered within the respective county and have a license plate. Any person operating an LSV must have a valid driver's license.

(v) Any construction, erection, or placement of anything, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article IV of the Declaration. This shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; and hedges, walls, dog runs, animal pens, or fences of any kind. To the extent that the reviewer of a request for any of the foregoing permits antennas or satellite dishes within the Properties, such shall be restricted to a size of 40 inches or less and be located or screened from view from the streets, adjacent Units, or Common Area;

(w) Unless otherwise provided by law, placement of antennas, satellite dishes, or other apparatus for the transmission, reception, or communication of television, radio, satellite, or other signals except for one small receiver which may be located in the side or rear yard, installed adjacent to the residence, and integrated with the residential structure and landscaping. Unless otherwise provided by law, dishes shall not exceed 40 inches in diameter. Any such devices shall

be screened or landscaped from view from the street and adjacent Units;

(x) Changing, altering, impeding, dumping, or otherwise interfering with the flow and volume of water in any portion of the Surface Water Management System; and

(y) Holiday lighting and decorations on the exterior of Units except for lighting and decorations that are displayed in commemoration or celebration of publicly observed holidays. Such lighting and decorations may not be displayed more than six weeks in advance of the holiday and must be removed within 30 days after the holiday has ended.

(aa) To discourage unwanted and potentially dangerous wild animals within the Mediterra Community, the following activities are prohibited within the Mediterra community:

1. Feeding of wildlife, excluding song birds, but including bears, alligators, deer, feral cats and water fowl, is strictly prohibited.

2. Placement or storing of pet food outside for any time, other than the actual time the pet is eating.

3. Leaving mobile barbecue grills and other cooking devices outside of a garage, screened fence pool area/lanai, or other secure location, except when in actual use.

4. Placing outdoor bird feeders less than 10 feet high or less than 4 feet from any tree or pole.

5. Keeping garbage or recyclables in other than properly functioning County-approved containers.

6. Keeping, storing or placing garbage or recyclables outside of the home or a secured garage, except for a reasonable time on the designated roadside garbage pickup day.

(bb) The Mediterra walkways are for pedestrians and non-motorized bikes and scooters only. The use of any motorized transportation is prohibited (even if deactivated). Except if needed by a person with a disability, any transportation motorized is in the prohibited category and not allowed. The restrictions are to ensure the safety of all that use the walkways of Mediterra. (effective July 30, 2023).

(cc) Although DRC approval is not required for like-for-like house re-painting, including body, trim, gutters and shutters or like-for-like whole house re-roofing, Owners of such projects are required to submit a Notice of the Project ("Notice") in the form prescribed by the DRC. Furthermore, if the project will require outside construction facilities (for example, dumpsters, portable toilettes, large equipment), the Notice shall state the placement of any such construction facilities and Owners shall comply with all Mediterra standards and requirements.

Separately, although notification or DRC approval is generally not required for construction activities within dwellings, Owners of such projects are required to submit a Notice of the Project ("Notice") in the form prescribed by the DRC if the project will require outside construction facilities (for example, dumpsters, portable toilettes, large equipment). The Notice shall state the placement of any such construction facilities and Owners shall comply with all Mediterra standards and requirements.

All residents shall submit Notices to the DRC and shall copy the corresponding sub-Association if applicable. Notwithstanding the foregoing, residents in sub-Association neighborhoods shall comply with current blanket approval agreements between the respective sub-association and the DRC for like-for-like re-painting and/or re-roofing projects and as such shall be waived from submitting a Notice to the DRC. Each sub-Association shall enforce compliance in accordance with its respective governing documents.

The purpose for the above-described Notice requirement is to help ensure the project work does not create a danger or health/safety issue for others, excessive noise or traffic, unsightly conditions visible from outside the dwelling, or an unreasonable source of annoyance to the community; and to help allow the Association/DRC to determine if the contractors performing the work are licensed, insured, and have named the Association as also insured on their insurance Policies. (effective January 11, 2026).

3. Prohibited Conditions. The following shall be prohibited within the Properties:

(a) Plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties;

(b) structures, equipment, or other items on the exterior portions of a Unit which have become rusty, dilapidated, or otherwise fallen into disrepair;

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Properties, except that Declarant, its designees, and Resource Conservation Systems, Inc., shall have the exclusive right to draw water from such sources and to reduce the level of such bodies of water, if and to the extent of such permits granted by the South Florida Water Management District; and

(d) No Owner of a lakefront Unit may construct or install a fence in the rear yard of his/her Unit. The Board may adopt additional restrictions with regard to the improvement of lakefront Units.

4. Leasing of Units. "Leasing," for purposes of this paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. All leases shall be in writing. No Owner may lease his/her Unit more than four times in any calendar year. The Board may require a minimum lease term, which requirements may vary from Neighborhood to Neighborhood. The Board may also require that an Owner utilize an approved form lease. Notice of any lease, a copy of the lease, together with such additional information, payment of fees, or other matters as may be required by the Board, shall be given to the Board by the Owner within 10 days of execution of the lease or prior to occupancy, whichever shall occur first. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Use Restrictions.