

This instrument prepared by  
and return to:

David L. Evans, Jr., Esq.  
Baker & Hostetler LLP  
200 South Orange Avenue  
Suite 2300  
Orlando, Florida 32801  
(407) 649-4000

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MALCOLM THOMPSON, CLERK OF COURT  
OSCEOLA COUNTY  
RECORDING FEES 120.50

**THIRD AMENDMENT OF  
HARMONY RESIDENTIAL PROPERTIES  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS THIRD AMENDMENT OF HARMONY RESIDENTIAL PROPERTIES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Third Amendment") is made and executed this 5<sup>th</sup> day of March, 2010, by Harmony Residential Owners Association, Inc., a Florida not for profit corporation ("Association") whose address is 1600 W. Colonial Drive, Orlando, Florida 32804, and joined in for purposes of granting its consent by Birchwood Acres Limited Partnership, LLLP ("Developer"), whose address is 3500 Harmony Square Drive West, Harmony, Florida 34773, pursuant to Section 3.2(a) of the Harmony Residential Properties Declaration of Covenants, Conditions and Restrictions as recorded in the Public Records of Osceola County, Florida, at Book 2125, Page 2093, as amended by that certain First Amendment of Harmony Residential Properties Declaration of Covenants, Conditions and Restrictions recorded in the Public Records of Osceola County, Florida, at Book 2241, Page 2904 and that certain Second Amendment of Harmony Residential Properties Declaration of Covenants, Conditions and Restrictions recorded in the Public Records of Osceola County, Florida, at Book 3174, Page 2640 (the "Second Amendment"), and as supplemented by that certain First Supplemental Declaration recorded in the Public Records of Osceola County, Florida, at Book 2629, Page 245; Second Supplemental Declaration recorded in the Public Records of Osceola County, Florida, at Book 2629, Page 249; Third Supplemental Declaration recorded Public Records of Osceola County, Florida, at Book 2763, Page 865; and Fourth Supplemental Declaration recorded Public Records of Osceola County, Florida, at Book 3316, Page 2499, and as further amended and supplemented from time-to-time (collectively, the "Declaration").

**RECITALS**

WHEREAS, pursuant to Section 3.2(a) of the Declaration the Board may adopt rules which modify, cancel, limit, create exceptions to, or expand the Use Restrictions and Rules; and

WHEREAS, the initial Use Restrictions and Rules were attached as Exhibit "C" to the Declaration; and

WHEREAS, the initial Use Restrictions and Rules were previously amended and restated pursuant to and as set forth in the Second Amendment (the "Amended and Restated Use Restrictions and Rules"); and

WHEREAS, pursuant to Section 3.2(a) of the Declaration, the Board voted at the February 3, 2010, meeting of the Board to amend certain provisions of the Amended and Restated Use Restrictions and Rules with respect to parking matters, flag matters, and exterior lighting matters (the "Amendments") and to set forth such Amendments in a "Second Amended and Restated Use Restrictions and Rules"; and

WHEREAS, pursuant to Section 3.2(a) of the Declaration, the Amendments shall become effective on March 5, 2010, which date is thirty (30) days after adoption by the Board; and

WHEREAS, this Third Amendment is being recorded in the Public Records of Osceola County, Florida to provide record notice of the Amendments set forth in the Second Amended and Restated Use Restrictions and Rules.

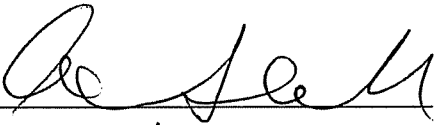
NOW THEREFORE,

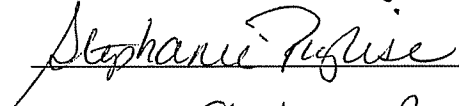
1. The above recitals are true and correct and incorporated herein by this reference.
2. The Second Amended and Restated Use Restrictions and Rules are attached to this Third Amendment as Exhibit "A".
3. From and after the Effective Date (i) the Second Amended and Restated Use Restrictions and Rules shall in all respects amend, restate, supersede and replace the Amended and Restated Use Restrictions and Rules, and (ii) the Amended and Restated Use Restrictions and Rules shall be of no further force or effect
4. To the extent that any provision of the Declaration are different from or in contravention of matters in this Third Amendment, this Third Amendment shall control. All other terms of the Declaration shall remain in full force and effect.
5. The terms and conditions of this Third Amendment shall run with the land and the benefits and burdens hereof and of the Declaration shall bind and inure to the benefit of the Owners of the Properties, and any owner or occupant of other lands governed by the Declaration, and their successors, tenants and assigns.
6. All capitalized terms used in this Third Amendment which are not defined in this Third Amendment shall have the same meaning as set forth in the Declaration.

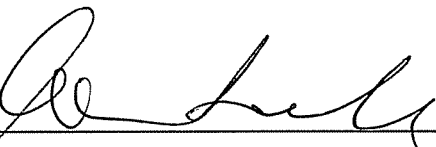
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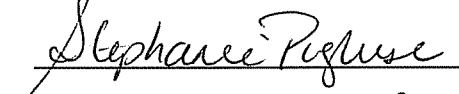
IN WITNESS WHEREOF, the Association has executed this Third Amendment on the day and year first indicated above.

WITNESSES:

  
Print Name: Amber Sambuca

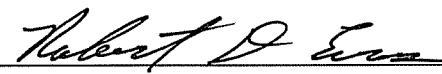
  
Print Name: Stephanie Pugliese

  
Print Name: Amber Sambuca

  
Print Name: Stephanie Pugliese

"Association"

HARMONY RESIDENTIAL OWNERS  
ASSOCIATION, INC., a Florida not for  
profit corporation

By:   
Name: Robert D. Evans  
As its: President

Joinder by Developer for purposes of  
granting its consent.

"Developer"

Birchwood Acres Limited Partnership,  
LLLP, a Florida limited liability limited  
partnership

By: VII GP Harmony, L.L.C., a Delaware  
limited liability company,  
as its General Partner

By:   
Name: Shad Tome  
As its: Vice-President

STATE OF FLORIDA           )  
  ) SS.  
COUNTY OF Osceola

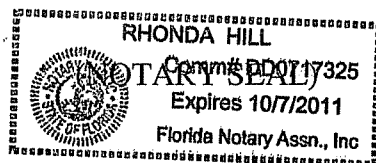
The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2010, by Robert D. Evans, as President of the Harmony Residential Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification



Rhonda Hill  
(Notary Signature)  
Rhonda Hill  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD0717325

STATE OF FLORIDA           )  
  ) SS.  
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2010, by Shad Tome, as Vice-President of VII GP Harmony, L.L.C., a Delaware limited liability company, as the General Partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification



Rhonda Hill  
(Notary Signature)  
Rhonda Hill  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. DD0717325

## **EXHIBIT “A”**

[See Attached Second Amended and Restated Use Restrictions and Rules]

## Exhibit "C"

### **Second Amended and Restated Use Restrictions and Rules**

The following restrictions shall apply to all of the Properties until such time as they are amended, modified, repealed, or limited by rules of the Association adopted pursuant to Article III of 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 sales office for any real estate broker retained by Developer to assist in the sale of property described on Exhibits "A" or "B," offices for any property manager retained by the Association or business offices for Developer or the Association consistent with this Declaration and any Supplemental Declaration). Except as specifically provided in this Exhibit "C," Units shall be used for single family residential purposes only.

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

(a) Parking on the Properties shall be restricted or prohibited, as applicable, as follows (in the event of any conflict between the following provisions, the most restrictive or prohibitive provision shall control): (i) parking of any vehicle on any portion of a Tract, Lot or Unit other than in a garage, carport or driveway; (ii) parking of any vehicle on a street other than a paved street greater than 20 feet wide; (iii) parking of more than two (2) vehicles per Lot or Unit on any street; (iv) parking of any vehicle on a street within 50 feet of an intersection; (v) parking of any commercial vehicle or equipment, recreational vehicle, stored vehicle, or abandoned, inoperable or discarded vehicle in a place other than an enclosed garage, except temporarily for a period not to exceed four (4) hours for loading and unloading; and (vi) parking of any vehicle in an alley, provided, however, that a vehicle may be parked in a driveway adjacent to an alley provided that no part of such vehicle encroaches into the alley or the paved traffic lane. Notwithstanding anything to the contrary, the foregoing restrictions and prohibitions shall not apply to construction vehicles or third party service vehicles while providing services to the Tract, Lot or Unit on or adjacent to which they are parked, nor to guest parking in accordance with such reasonable regulations as the Board may adopt.

In accordance with Section 3.25(d) of the By-Laws of the Association, any vehicle parked in violation of any of the foregoing restrictions and prohibitions may be towed by the Association at the sole cost and expense of the owner of such vehicle if such vehicle remains in violation of any of the foregoing restrictions and prohibitions after twenty-four (24) hours after the time a written "notice of violation" (in the form approved by the Board from time to time) is posted on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of taking any action permitted or contemplated under this paragraph, including, but not limited to: (i) posting any such notice of violation on any vehicle, or (ii) towing any vehicle. The failure of any owner or other user of a vehicle to receive or discover any such notice of violation for any reason or no

reason, including, but not limited to, by reason of any removal, loss or destruction of the notice of violation, shall not be grounds for relief of any kind. An affidavit of the person posting a notice of violation on a vehicle, stating that the notice of violation was posted on the vehicle, shall be conclusive evidence of proper posting. For purpose of this paragraph, the term "vehicle" is deemed to include any commercial vehicle or equipment, recreational vehicle, or abandoned, inoperable or discarded vehicle, as applicable under the circumstances.

For purposes of this Section 2(a), the following words shall have the meanings ascribed below:

(i) "abandoned, inoperable or discarded vehicle" shall mean any vehicle that is: (a) inoperative, as evidenced by vegetation underneath the vehicle body or frame that is four (4) or more inches higher than the vegetation surrounding the vehicle; refuse or debris collected underneath the vehicle; or the vehicle is being used solely for storage purposes; (b) partially dismantled, having no engine, no transmission, or is lacking other major and visible parts; (c) incapable of functioning as a vehicle in its present state; (d) without either a valid and current vehicle license tag affixed thereto and registered to the vehicle upon which it is affixed thereto or, if ownership of the vehicle does not require a license tag, then the vehicle being without a valid and current registration; (e) excluding its windows, windshield, and underside, rusted on at least fifty (50) percent of its body exterior; or (f) incapable of safe operation under its own power, or a vehicle that cannot be self-propelled or moved in the manner in which it was originally intended to move.

(ii) "commercial vehicle" shall mean any vehicle with writing, advertising, signs or other markings, on its exterior, to any commercial undertaking, venture or enterprise (collectively referred to herein as "signage"). Provided, however, notwithstanding the foregoing, the term "commercial vehicle" shall not include: (i) any passenger vehicle with signage, on its exterior, (a) that does not exceed a total area of two (2) square feet in size on any one (1) side of such passenger vehicle (i.e. front, back, left side or right side) and (b) that meets criteria (a) and furthermore does not have signage on more than two (2) sides of such passenger vehicle; (ii) any police, sheriff, fire, or other governmental or quasi-governmental agency passenger vehicle; (iii) any Association vehicle or Association management company vehicle; or (iv) any CDD vehicle.

(iii) "recreational vehicle" shall mean any vehicle intended primarily for recreational purposes, specifically, including, but not limited to, any RV, mobile home, motor home, or camper; golf cart; side-by-side, four wheeler, or other all terrain or off-road vehicle; racing vehicle; boat, jet-ski or other watercraft; or trailer.

(iv) "vehicle" shall mean any self-propelled device used for the transportation of any person or persons or property, specifically, including, but not limited to, any car, truck, van, moped or motorcycle.

(b) No animals of any kind shall be raised, bred, or kept by any Owner upon any portion of the Properties except subject to those particular restrictions, guidelines and goals concerning companion animals, habitat and wildlife as are set forth in that certain document entitled Harmony Residential Properties Restrictions, Guidelines and Goals Concerning Companion Animals, Habitat and Wildlife enforced by the Companion Animal, Habitat and

Wildlife Committee pursuant to the powers as set forth therein, as such Committee may be appointed by the Board from time to time, or by the Board itself if no such committee shall be appointed. The Companion Animal, Habitat and Wildlife Committee, or the Board acting in its place, shall (i) have authority to enforce the restrictions, guidelines and goals under its jurisdiction and, under such circumstances as are provided in the Harmony Residential Properties Restrictions, Guidelines and Goals Concerning Companion Animals, Habitat and Wildlife, (ii) publicly announce its upcoming meetings when not dealing with matters calling for immediate action, (iii) permit any Member to attend its meetings and (iv) if appointed, then after the third year that Harmony has had residents, be comprised of Harmony residents who have lived in Harmony for at least ten (10) months, including both animal owners and nonowners, one licensed veterinarian and one staff member of the Harmony Institute. Except as provided in the Harmony Residential Properties Restrictions, Guidelines and Goals Concerning Companion Animals, Habitat and Wildlife, no exterior structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Properties. Each Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by the pet of such Owner or of an occupant of such Owner's dwelling.

(c) Any activity or condition that interferes with the reasonable enjoyment of any part of the Properties or that detracts from the overall appearance of the Properties;

(d) Subdivision of a Tract, Lot or Unit into two or more Tracts, Lots or Units, or changing the boundary lines of any Tract, Lot or Unit after a subdivision plat including such Tract, Lot or Unit has been approved and filed in the Official Records of Osceola County, except that Developer, and any person or entity expressly authorized in writing by Developer, shall be permitted to subdivide or replat Tracts, Lots or Units which it owns;

(e) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(f) Occupancy of a Unit by more than two persons per bedroom in the Unit. For purposes of this provision, "occupancy" shall be defined as staying overnight in the Unit more than 30 days in any six-month period;

(g) Operation of golf carts within the Properties except on golf courses and cart paths designated for such purpose, except that agents, employees and representatives of the Association, the Nonresidential Association and the CDD may operate golf carts within the Properties in the performance of their respective duties, and the agents, employees and representatives of Developer and its affiliates may operate golf carts within the Properties in conjunction with their respective development, marketing and sales activities, and provided that nothing herein shall preclude the operation of electric vehicles in and on streets and other paved areas intended for vehicular traffic, if such vehicles meet the requirement of Florida law for operation on public streets at night, and if permitted by Osceola County.

(h) Conducting, participating in, or holding of any events, functions or programs that involve games of chance, raffles, gambling, wagering, betting, or similar activities where the participants pay money or give other valuable consideration for the opportunity to receive monetary or other valuable consideration; provided, however, that the foregoing is not



intended to bar the occasional use of the interior of a residential dwelling on the Properties for the activities described in this subparagraph (h) so long as such use is either: (x) in conjunction with fundraising activities for a non-profit or charitable organization, or (y) is a private, social, non-commercial activity;

(i) Any business, trade, or similar activity, except as provided in Paragraph 3 and except that an Owner or occupant residing in a Unit may conduct "discrete business activities" within the Unit so long as the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; the business activity does not involve regular visitation of the Unit or door-to-door solicitation of residents of the Properties; the business activity does not directly or indirectly concern pornographic, adult, nude or sexually oriented materials, content or entertainment; and the business activity is consistent with the residential character of the Properties and does not violate these Use Restrictions and Rules. Examples of "discrete business activities" include, but are not limited to, computer-based telecommunications and literary, artistic, or craft activities. The Board may restrict any business activities that it determines interfere with the enjoyment or residential purpose of the Properties in its sole and absolute discretion.

An occupant residing in a primary dwelling Unit may conduct such activities from the primary dwelling or a garage apartment on the Unit, or an occupant residing in a garage apartment may conduct such activities from the garage apartment, but no garage apartment shall be leased or otherwise used for any business, trade or similar activity except by a person residing in the primary dwelling or the garage apartment on the Unit.

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

Garage sales, rummage sales, or similar sales not exceeding two consecutive days in duration will not be considered a business or trade within the meaning of this subparagraph 2(i) so long as the Owners or occupants of a Unit do not hold, sponsor or participate in more than one such sale within the Properties in any 12 month period to be held at such time as Owner elects, in Owner's discretion. In addition, Owners and occupants shall be entitled to participate in any and all community-wide garage sales as may be designated by the Board from time to time.

Notwithstanding anything to the contrary in this Declaration, Developer and any Builder approved by Developer may utilize a Unit as a show house or model home. Furthermore, Developer and any approved Builder may utilize a Unit as a sales office for homes being constructed within the Properties; and

(j) Any modifications to the exterior of existing improvements or landscaping, or permanent placement of decorations, sports or play equipment or other structures, signage or personal property on the exterior portions of any Tract, Lot or Unit except as authorized pursuant to Article IV; provided, however:

(i) a reasonable number of holiday and religious decorations may be displayed on a Unit for up to 30 days prior to the holiday or religious observance and up to 14 days thereafter without prior approval, subject to the right of Developer (or the Harmony Design Committee if delegated authority hereunder by Developer) to require removal of any such decorations which it deems to (A) be excessive in number, size, or brightness, relative to other Units in the area; (B) draw excessive attention or traffic; or (C) unreasonably interfere with the use and enjoyment of neighboring properties; and

(ii) one sign, not exceeding 9" x 12" in size, may be mounted in a window or on a stake not more than 36" above the ground, without prior approval, to identify the Unit as being equipped with a security system and/or monitored by a security service; and

(k) Conversion of any garage or carport to a use which precludes the parking therein of the number of vehicles for which it was originally designed.

(l) Fishing, swimming, boating, use of personal flotation devices, or other active use of lakes, ponds, streams or other bodies of water within or adjacent to the Properties, except that the owner(s) of the Golf Courses, and their successors and assigns, shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas which are within range of golf balls hit from their respective Golf Courses. The Association shall not be responsible for any loss, damage, or injury to any person or arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to the Properties.

3. Home Business Neighborhoods. Developer reserves the right to designate all or substantial areas of the Properties as Home Business Neighborhoods within which home offices may be operated. Use of each Unit located within a Home Business Neighborhood for a home office shall be subject to applicable zoning, licensing and other governmental rules and regulations and such additional covenants and restrictions as may be contained in the Declaration, the Use Restrictions and Rules, any applicable Supplemental Declaration, the deed from Developer conveying such Tract, Lot or Unit, and any covenants and restrictions contained or referenced therein, all of which shall be enforceable by the Association as if set forth in the Declaration. Designation as a Home Business Neighborhood shall not relieve any Unit in such area from complying with any rules, restrictions or covenants, including but not limited to all architectural controls and construction and design criteria which would be applicable to such Unit in the absence of such designation. Unless expressly permitted, no home office shall be operated with more than three (3) employees, including the owner or operator of such office or business. No bed and breakfast or similar establishment shall be operated in a Home Business Neighborhood unless upon property that is properly designated as a Commercial Lot.

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

- (a) The 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, unless conducted upon any Tracts or Lots that are designated to permit

such use in the Plat for such property and in full compliance with all applicable laws, rules, regulations and ordinances.

- (b) Flags of any kind placed on a Tract, Lot or Unit so as to be visible from outside the dwelling on the Unit. Notwithstanding the foregoing prohibition, (i) any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, (ii) any homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement, and such homeowner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag (such additional flag must be equal in size to or smaller than the United States flag).
- (c) Mailboxes of any kind unless and until approved by Developer (or the Harmony Design Committee if delegated authority hereunder by Developer), and subject to such requirements as may be imposed thereby, which may include, but shall not be limited to, requirements to use or restrictions against the use of individual or "gang" style mailboxes.
- (d) Fences of any kind without prior approval of Developer (or the Harmony Design Committee if delegated authority hereunder by Developer). No wooden fences shall be permitted.
- (e) Exterior lighting fixtures of any kind installed on any Tract, Lot or Unit without the approval of Developer (or the Harmony Design Committee if delegated authority hereunder by Developer). No lighting fixtures nor any other illumination devices, including, but not limited to, holiday lighting displays and ornaments, located anywhere on the structures or grounds of any Tract, Lot or Unit shall be located, directed, or of such intensity to affect adversely, in the sole discretion of the Association, the night time environment of any nearby Unit. All exterior lighting must be Dark Sky friendly and/or compliant. The use of energy efficient CFL bulbs and LED bulbs are encouraged.
- (f) Exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind, except that:

- (i) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one (1) meter or less in diameter;
- (ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one (1) meter or less in diameter or diagonal measurement; or
- (iii) an antenna that is designed to receive televisions broadcast signals;

(collectively, "Permitted Antennas") shall be permitted in rear yards or mounted on the rear of improvements that have been constructed in accordance with this Declaration; provided, however, that notwithstanding the foregoing, and as a general principle, all Permitted Antennas and related equipment and wiring shall be located so as to minimize their visibility from any street (not including any alley) adjacent to the front or side of any lot, provided that no Owner shall be required to locate any Permitted Antenna in any location which adversely affects such Permitted Antenna's ability to receive signals or which unreasonably increases the cost that such Owner would incur to install, maintain or use said Permitted Antenna. If an Owner needs to install a Permitted Antenna and/or its related equipment and wiring in any side yard, or on the side of any improvements, or in any front yard, or on the front of any improvements, in order to avoid a diminution in signal reception from said Permitted Antenna or unreasonable costs to install, maintain or use said Permitted Antenna, then, unless prohibited by applicable law, any installation in the front or side yard or on the front or side of any improvements shall be subject to review and approval by Developer or, upon delegation of its powers, by the Harmony Design Committee pursuant to Article IV of the Declaration, which review shall be completed, and the resulting requirements communicated to the Owner, within seven (7) days of receipt of the application for review. Developer or the Harmony Design Committee may impose requirements as to location within the front or side yard or on the front or side of any improvements and the manner of installation and screening with landscaping or otherwise, in order to minimize the visibility of the Permitted Antennas and related equipment and wiring from adjacent streets and adjacent property, so long as such requirements are not inconsistent with applicable law. If any portion of this subparagraph (c) is deemed invalid under applicable law, the balance of the provisions of this subparagraph shall be applied and construed so as to effectuate, to the maximum extent possible, the intent expressed above in this subparagraph (c) regarding locating Permitted Antennas in the least visible location on any lot or improvements.

Developer and the Association shall have the right, without obligation, to erect or install and maintain any such apparatus for the benefit of all or a portion of the Properties.

5. Leasing of Units. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit or a garage apartment or similar accessory structure on a Lot containing living quarters in addition to the primary dwelling Unit on such Lot 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. No garage apartment or similar accessory structure shall be leased or made available for Leasing unless the Board of

Directors or its designated administrator has issued written evidence of Rental Qualification for such garage apartment or accessory structure.

Except as otherwise provided in any applicable Supplemental Declaration or other applicable covenants, Units may be leased in their entirety, or, subject to receipt of Rental Qualification, a garage apartment that is separate from the primary dwelling Unit may be leased; however, no single rooms or other fraction or portion of a Unit or other qualified space may be leased, nor shall any Tract, Lot or Unit or portion thereof be used for operation of a boarding house, "Bed and Breakfast," establishment, or similar accommodation for transient tenants.

Except for leases of garage apartments, or as may otherwise be permitted by any applicable Supplemental Declaration, all leases shall be for an initial term of no less than one year, except with the prior written consent of the Board. Leases of garage apartments that hold Rental Qualification shall be for an initial term of no less than seven months, and no Unit or garage apartment shall be leased to more than two separate tenants in any 12 month period. Under no circumstances will a Unit or garage apartment be leased in violation of any short-term rental or other applicable law or ordinance.

Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations. There shall be no subleasing or assignment of any lease unless prior written approval is obtained from the Board of Directors or its designated administrator.

6. Signs. The following restrictions on signs shall apply to all Tracts, Lots and Units within the Properties unless otherwise stated or unless otherwise approved by the Board of Directors. All signs must meet the guidelines adopted by the Board of Directors.

- (a) Each Unit may have posted, prior to initial occupancy of the Unit, a sign setting forth the Owner's name and the name of the architect and builder of the Unit and, in the case of a Unit owned by Developer or a Builder approved by Developer, a sign indicating that the Unit is available for sale; provided, any such signs shall be removed at the time of initial occupancy.
- (b) Except as provided in Paragraph 6(a) above, homes that are "for sale" or "for lease" may display one (1) white oval substrate, being 7.5 inches (height) x 11.5 inches (width) in size, made of PVC material with engraved forest green "AVAILABLE" capital lettering in 2 inch font, with 1/16 inch outside forest green border, to include one forest green telephone number in 2 inch vinyl font (an "Available Sign"). Any and all Available Signs shall be single sided with a white back and shall be mounted centrally atop a black 3/4 inch angle iron stake that shall be 4 feet in total length with a welded foot push located 1 foot from the bottom of the stake, such that the Available Sign rests 3 feet above the ground. Any and all Available Signs shall be placed in the front yard of such home only and shall be located 4 feet back from the sidewalk.

- (c) One sign not exceeding 18" x 24" containing political or similar endorsements may be posted on a Unit. Such sign may only be posted for 45 days prior to an election or a vote on a referendum and for two days thereafter.
- (d) Developer may post "model home" or similar signs on a Unit containing model homes open to the public prior to initial occupancy of the Unit.
- (e) A Unit within a Home Business Neighborhood, as described in Paragraph 3 above, may be identified with one sign not to exceed 24" by 36."
- (f) Except as otherwise required by law, or as provided in Paragraph 6(a) above, no other signs including, without limitation, posters, circulars, billboards, or "for lease," "for rent," "for sale," or "open house" signs, may be posted on any Tract, Lot or Unit so as to be visible from outside the Unit; provided, however, Developer shall be entitled to post signs without Board approval.

7. Single Family Residences. Each Unit may be improved with no more than one single family residential dwelling and such accessory structures and improvements consistent with a residential neighborhood as may be permitted pursuant to the architectural controls described in the Declaration and in the deed conveying the Tract, Lot or Unit.

8. Window Coverings.

(a) Unless Developer (or the Harmony Design Committee, if Developer hereafter elects to delegate such approval responsibility to the Association) otherwise agrees, the only acceptable window coverings that may be affixed to the interior of any windows visible from any street, alley or other portion of the Properties are drapes, blinds, shades, shutters and curtains. The side of such window coverings that is visible from the exterior of any improvements must be white or off-white in color, except that any window coverings consisting of wooden blinds or shutter may be a natural wood color. Notwithstanding the foregoing, Developer (or the Harmony Design Committee, if Developer hereafter elects to delegate such approval responsibility to the Association) may, from time to time, approve additional colors as acceptable for the portions of window coverings visible from streets, alleys, Common Areas or other Units.

(b) No window tinting or reflective coating may be affixed to any window that is visible from any street, alley or other portion of the Properties, without the prior approval of Developer (or the Harmony Design Committee, if Developer hereafter elects to delegate such approval responsibility to the Association). No mirrored coatings will be permitted.

9. Porches. The Association reserves the right to promulgate additional rules and regulations concerning, among other things, criteria and requirements relating to what furnishings and other decorative items may be placed on porches facing any public street. Without limiting the foregoing, in all events, all furnishings and any other items located on porches facing public streets must be designed for outdoor use. Should any plants located on any such porch die, they shall promptly be removed or replaced with living plants.