

RUSTIC VILLAGE

RULES AND REGULATIONS

LAND USE: No lot shall be used for other than residential purposes or recreational uses in conjunction therewith. No building shall be erected, altered, placed or permitted to remain on any lot, other than detached single-family dwelling and a private garage.

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage any structure installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in these easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All electric and telephone lines within the subdivision shall be installed and maintained underground, unless otherwise required by the Utility Companies.

NUISANCE: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

TEMPORARY STRUCTURES: No structure 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.

SIGNS: No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than one (1) square foot used to indicate the name of the resident, or one sign of not more than sixteen (16) square feet advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period, provided, however, that re-sale and/or broker's signs shall be limited for four (4) square feet.

OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tunnels mineral excavations or shafts be permitted upon or in 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.

LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

WATER SUPPLY: No individual water supply system shall be permitted on any lot, except for use in

swimming pools, air conditioners and sprinkler systems, provided that a central water supply system is being operated in accordance with the requirements of the Florida State Board of Health or any other governmental body having jurisdiction over said central system.

COMMERCIAL TRUCKS, TRAILERS AND BOATS: In order to maintain the high standards of the Sub-Division with respect to residential appearance, all trucks and commercial vehicles, boats, house trailers, motor homes, boat trailers and trailers of every other description shall be required to be parked in a garage and shall not be permitted to be parked or to be stored at any other place on any lot in this Sub-Division, **PROVIDED, HOWEVER,** that a single trailer to be used as a construction and/or sales office will be permitted on each lot during periods of approved construction on said lot, which periods shall be for a maximum of eight (8) months or until the residence on said lot is completed, whichever occurs first; except that, as long as Developer own any lots within the Sub-Division, they shall be entitled to maintain an appropriate sales office in the Sub-Division, which may be a trailer or other temporary structure. The prohibition against parking as provided in this paragraph shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial purposes.

GARBAGE AND TRASH DISPOSAL: No garbage, refuse or rubbish shall be deposited or kept on any lot except in a suitable container. Garden trash and rubbish that Metropolitan Dade County requires to be placed at the front and need not be in any container, for periods not exceeding seventy-two (72) hours. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

CLOTHES LINES: No clothes lines or drying yards shall be so located as to be visible from that portion of the front lot line of any lot between the two side lines of the dwelling thereon as extended to the front lot line.

ROOFS: Roofs shall be of cement tile, glazed tile, clay tile, slate or shingle shakes, except that flat roofs may be built in such manner and in such locations as may first be approved by the Architectural Control Committee.

PROTECTIVE WALL: As to all lots bordering the protective wall surrounding the Sub-Division, each individual lot owner shall be responsible for repair and upkeep of such interior portion of the wall which borders said owner's lot.

MAINTENANCE: The structures and ground on each building lot shall be maintained in a neat and attractive manner. Upon any owner's failure to so maintain his property, the Association, may at its option, after giving the said owner ten (10) days' written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in the Association's judgement and have dead trees, shrubs and plants removed from any lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The owner of each lot shall reimburse the Association for the cost of any work as above required, and to secure such reimbursement, the Association shall have lien rights upon such building lot enforceable as herein provided. Upon performing the work herein provided, the Association shall be entitled to file in the

Public Records of Dade County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the cost of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided for shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided for shall be due and payable forthwith upon the completion of the work, and if not paid, said lien may be enforced by foreclosure in equity in the same manner as mortgages. The liens for unpaid assessments hereinbefore provided for shall be subordinate and inferior to any lien for taxes and to any mortgage lien so long as said mortgage is a first mortgage against the property encumbered thereby and secures indebtednesses to be amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. Where the mortgagee of a first mortgage of record or other purchaser of a lot obtains title to the lot and improvements located thereon as a result of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the assessment pertaining to said property which became due prior to the acquisition of title in the manner above provided.

ARCHITECTURAL CONTROL: No building, wall, fence or other structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee. Each building, well, or other structure or improvement of any nature shall be erected, placed or altered upon the premises only in accordance with the plans and plot plan so approved. Refusal of approval of plans, plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the said Architectural Control Committee shall seem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvement shall be deemed an alteration requiring approval. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Committee is composed of Steven Shere and M. Ronald Krongold all of whose address is in care of **RUSTIC VILLAGE, INC.** C/O Krongold & Bass P.A. 1110 Brickell Avenue, Miami, Florida 33131. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor. Each request for approval shall be accompanied by a Ten (\$10.00) Dollar fee made payable to the Association. Any approval by the Committee shall not signify that the Committee has determined that the approval meets Dade County Building Codes or Zoning Regulations.

TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots (excluding the publicly dedicated tracts) in the said property has been recorded, agreeing to change said covenants in whole or in part.

ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, to me well known to be the person or persons described in and who executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at _____, Dade County, Florida, this _____ day of _____, 2005.

Notary Public, State of Florida

My Commission expires: _____