

**EXHIBIT “B”**  
**(Revised and adopted June 2008)**  
**(Revised and adopted June 2023)**  
**(Revised and adopted August 2023)**

**Use Restrictions**

The following restrictions shall apply to the Properties until such time as they are amended, modified, repealed or limited pursuant to Article III of this Declaration.

**1. Animals and Pets.**

No horses, cattle, swine, goats, poultry, fowl, or any other animals not commonly considered household pets shall be kept on the Properties. Rabbits may be kept as household pets as long as the number does not exceed three (3) on any Unit. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on the Properties.

Under no circumstances shall any commercial or business enterprises involving the use, care or treatment of animals be conducted on the properties without the express prior written consent of the board. No breeding for commercial or business enterprises is allowed for any animals.

**All pets shall be kept on a leash when not on the pet owner’s lot or unit or on a designated area for such pets and no pet shall be allowed to roam unattended.** No pets are permitted in Common Area parks, with the exception of designated dog parks. Residents must pay a use fee and agree to be bound by dog park rules approved by the Board of Directors in order to use the dog park. All residents must clean up after their pets.

**2. Boats.**

Boats are not permitted in Common Area lakes.

No boats shall be parked or stored on the Common Areas or on any portion of a Unit which is visible from any of the Common Area or from any road or other Unit within the Properties unless a permit for such boat has been issued by the Association. The responsibility and liability for the boat, its security and insurance is the responsibility of the boat owner.

A boat may be parked temporarily (not to exceed eighteen (18) hours) in the owner’s driveway for the purpose of loading and unloading, provided that the owner has given prior notice to the Association Manager.

**3. Temporary and Accessory Structures.**

No tents, trailers, shacks, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on the Properties except as may be approved pursuant to Article IV; however, the foregoing shall not restrict or prevent the construction and maintenance of temporary sales models and such other temporary facilities as are essential to the development, construction and sales of the housing facilities created, provided that such are in compliance with appropriate governmental requirements applicable thereto. No fence or accessory structure shall be located within the corner lot street setback.

**4. Business Use.**

Except where indicated on the Master Plan (as amended from time to time), no trade or business may be conducted or carried on upon the Properties or in any building or other structure erected thereon, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) 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 therefore. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted 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, nor shall it apply to activities of Builders with respect to construction and sale of Units which they own, subject to such restrictions as Declarant may impose.

**5. Clothes Drying.**

No portion of the Properties shall be used as a drying or hanging area for laundry of any kind.

**6. Conservation Areas.**

Conservation areas may be located throughout the Properties. No person shall clear, landscape, dump any thing into, or disturb in any way, the area outside the boundaries of their Unit.

**7. Limited Access.**

Neighborhoods with entry gates limiting access to the properties within such Neighborhoods shall not open their gates for “open houses,” garage sales, yard sales, or similar activities except with the prior approval of the Association’s Board of Directors, which may be granted or withheld in the Board’s reasonable discretion.

**8. Golf.**

Chipping or hitting golf balls on Association property is prohibited.

**9. Holiday Decorations.**

Outdoor holiday decorations may be displayed no more than thirty (30) days before the respective holiday and must be removed within twenty (20) days after the respective holiday.

**10. House Numbers.**

All houses shall have the assigned house numbers properly displayed. The numbers shall conform to such size and color requirements as may be specified by the Architectural Guidelines.

**11. Lakes/Ponds.**

The use of all lakes and waterbodies owned by the Association within the Properties shall be subject to such rules and regulations as the Board may adopt from time to time. No swimming is allowed in such lakes and waterways except in case of an emergency. No fishing is allowed in lakes with fountains.

**12. Mail Delivery.**

No mailbox or paper box or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected on any residential Unit unless and until the size, location, design and type of material for such boxes or receptacles shall have been approved by the ARC. If and when the United States Postal Service and the newspaper or newspapers providing delivery services to the Properties shall indicate a willingness to make delivery to wall receptacles attached to residences, each Owner, upon the request of the ARC, shall replace the boxes and receptacles previously employed for such purposes with wall receptacles attached to the residence.

**13. Pipes.**

No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank (other than propane tanks approved pursuant to Article IV) shall be installed or maintained on the Properties above the surface of the ground, except hoses and movable pipes used for irrigation purposes or water treatment systems and for pools and spas. No portion of the Properties shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth; provided, nothing herein shall prohibit or restrict removal of fill or earth materials in the course of development and construction with the Properties or in the course of constructing or creating approved drainage structures (including lakes) or landscaped berms.

**14. Pollutants.**

No person shall discharge any pollutant, hazardous waste or toxic material onto the ground or into drainage structures, lakes, ponds or surface waters within the Properties. In the event of any such discharge, the person responsible for such discharge shall be liable for all cleanup and cost incurred in connection therewith.

**15. Recreation Parking Lots.**

Vehicles are only allowed to park in the Common Area parking lots during normal park hours, except as otherwise approved by permit from the Board or Association manager (e.g., for a special event, private party, etc.).

**16. Toy Basketball Poles.**

Toy basketball poles are defined as “portable basketball goals’ commonly constructed with a clear acrylic (Plexiglas or similar substance) backboard mounted on a black pole and supported by a weighted stand that can incorporate wheels for improved portability.” The Owner of a Unit may locate such a portable basketball goal on the driveway of a Unit only (a) if its design meets the definition provided in this Section and in the Association’s “Community Development Standards, Section III, Design Standards,” and (b) after proper application to and approval by the ARC of the

portable goal's design, location, and landscape buffers if such buffers are deemed appropriate by the ARC. As with any other exterior Unit feature, portable goals are subject to Sanctuary standards of appearance and upkeep as set forth in Section 27 of this Exhibit "B," and other Governing Documents. In the interest of safety, portable goals should not be placed on Sanctuary streets. Portable goals left unattended on Sanctuary streets may be subject to removal without notice.

**17. Rental/Leasing.**

(a) "Leasing," for purposes of this section, 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. Notwithstanding the foregoing, the following circumstances shall not be considered a Lease for purposes of this Section 17:

An Owner, or tenant, housing an exchange student for which he or she is receiving a stipend or other form of financial consideration.

An Owner, or tenant, receiving home health services by a licensed home health service provider which results in the provider residing in the home while providing health services to the resident.

Should residents seek to avail themselves to one of the above exceptions, the Board of Directors reserve the right to require additional documentation satisfactory to the Board that the exception applies.

(b) The dwelling on the Lot may be leased only in its entirety (e.g., separate rooms within the same dwelling may not be separately leased). As such, the individuals leasing a home must be living together and cooking together as a single housekeeping unit. For example, boarding houses and lodging houses are not permitted. While leasing, the Owner may not reside at the Unit. Only Owners may lease a Lot. Once leased, the tenant may not re-lease or sublease the Lot to any other individual or individuals.

(c) All leases shall be in writing, executed by both parties, and shall have a term of at least twelve (12) months. No Owner may rent a Unit more than twice in any 12-month period.

(d) An Owner leasing a Unit shall submit to the Board of Directors through the Association's Management Company, a true, complete, fully-executed copy of the lease no later than ten (10) days past its completed execution, and prior to the tenant/occupant taking possession of the Unit. This lease shall comply with all provisions of the Declaration, and must either incorporate, and if it fails to incorporate, shall be construed and deemed to have incorporated as a matter of law, all provisions of the Declaration and Use Restrictions, as may be amended from time to time.

(e) The Owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to execution of the Lease. All leases shall include an acknowledgment by the tenant that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents and that the tenant has received a copy of the Governing Documents. All leases shall specify that a failure to comply with any provision of the Governing Documents shall constitute a default under the rental or lease agreement.

(f) All leases shall set forth the name, address, telephone number, and email of the Lot's Owner and of all tenant(s) and adult occupants (age 18 years of age or older); the total number of occupants; the date the tenant's occupancy commences and ends; all vehicles owned by the tenant and other

occupants that will be stored at the property; and a description of all pets to be kept at the Lot. Owner information (name, address, telephone number and email) is required, and shall not be replaced by a property manager's or rental agent's information.

(g) Additionally, new submissions shall be made for any and all subsequent changes to the original lease, including but not limited to: all renewal or subsequent leases, addenda, extensions, name changes, or changes in the identity of any adult occupants (occupants 18 years of age or older) of the dwelling on the Lot. Along with all submissions, the Owner shall pay an Initial Lease Administrative Fee of \$250.00. This check is made payable to 'The Sanctuary Community Association, Inc.' and must be paid at the time of each such submission. The Lease Administrative Fee is non-refundable. The Lease Administrative Fee is also due along with any and all subsequent changes to the original lease, including but not limited to: all follow-on leases, addenda, extensions, name changes, and/or renewals. Any material change to the lease or lease terms shall require a new lease to be submitted to the Association, alongside a new Initial Lease Administrative Fee. If the term of the original lease is expiring and the Owner is seeking to renew the lease for a new term, a new submission must be made; however, the administrative fee for the renewal shall be reduced to \$200.00.

(h) Each Owner seeking to lease his or her Lot, and each tenant and adult occupant of the dwelling on a Lot, shall be responsible to honor all provisions of the Declaration, as may be amended from time to time, including all amendments to the Use Restrictions. It is understood and agreed by each Owner seeking to lease his or her Lot, and each tenant and adult occupant of the dwelling on a Lot, that should any tenant or adult occupant of the dwelling on a Lot violate any material provision(s) of the Declaration, as may be amended from time to time, including all amendments to the Use Restrictions, such violation shall constitute a material breach of the lease and shall constitute grounds for termination and eviction by the Owner.

(i) In addition to the foregoing rights and remedies of the Association, in the event that an Owner's account with the Association becomes delinquent, the Owner shall be deemed to have expressly authorized the Association to act as Owner's agent for the sole purpose of demanding and collecting directly from the Owner's tenant(s) all amounts required to bring the Owner's account with the Association current at all times in accordance with Section 720.3085(8). Florida Statutes.

(j) The provisions contained in this Paragraph 17 shall govern all leases entered into after the date of the recording of these amendments to the Use Restrictions in the Public Records in and for Seminole County, Florida. Leases that were compliant with the prior Use Restriction language and were executed prior to the recording date shall not be affected by these amendments to the Use Restrictions; provided, however, that should there be any material change to, or any renewal or extension of, any such lease, each such lease, and the Owner(s) and their tenants party thereto, shall be obligated to comply in all respects with these amendments to the Use Restrictions.

**18. Stormwater and Drainage.**

The City of Oviedo has required Declarant to install a storm water drainage and retention system within the boundaries of the Properties. No structure, fence or landscaping that interferes with the flow or retention of storm water shall be permitted, and no refuse shall be placed upon or allowed to remain on any part of any Unit within any easement area for storm water drainage. Retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed so as to alter or block the flow or the quantity of water.

Owners of Units within which any easement for storm water drainage or retention lines are located shall be responsible for the maintenance of such areas to permit the flow and retention of water in accordance with the storm water drainage and retention system plan required and approved by Seminole County. If any Owner shall fail to comply with any part or all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, and to assess and collect the cost thereof and shall have a lien upon the Unit upon which the work was performed.

**19. Grading.**

No person shall alter the grading plan for the Properties established by Declarant without the prior written approval in accordance with Article IV of the Declaration.

**20. Timeshare.**

No Unit shall be owned or used in multiple or time share ownership requiring registration pursuant to the provisions of the Florida Statutes, as amended from time to time, unless approved in writing by the Association Board of Directors.

**21. Trash Removal.**

No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on the Properties except building materials during the course of construction of any approved structure and household trash or garbage between regular pickups. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open after sunset on the night before any day that a pick-up is to be made at such place as will be accessible to persons making such pickup. Trash containers must be removed from view by dawn of the day following collection. Such containers shall be stored in garages, behind side yard walls, or on rear porches so that they cannot be seen from surrounding property. All Owners shall comply with such architectural guidelines as may be adopted pursuant to Article IV of the Declaration relating to the size, shape, color and type of containers permitted and the manner of storage of the same.

If trash is stored outside of the house, it must be stored in containers with secured lids on them. When trash is put curbside on trash pick-up days, trash must be placed in secured bags or in trash containers with secured lids on them, except in the case of yard waste which shall be handled in accordance with Seminole County requirements.

No person shall dispose of any type of refuse, bio-degradable or non-bio-degradable, under any circumstance, on Common Area, except in containers designated for such purpose.

**22. Vehicles.**

The Board or a Neighborhood Association/Committee may from time to time promulgate rules which restrict, limit or prohibit the use of any driveway or parking area which may be in front of, adjacent to or part of any Unit as a parking place for personal passenger vehicles, commercial vehicles, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats. Such rules, if and when promulgated, shall have the same force and effect as if promulgated and initially made a part of this Declaration. Overnight parking or storage of commercial vehicles is prohibited. No vehicle shall be parked on any lawn, landscaped portion of the Common Area, roadway or other portion of the Properties which is not specifically designed and intended for the parking of vehicles.

No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced or repaired on the Properties in such a manner as to be visible from any point on adjacent property or the street, except in the case of an emergency breakdown. The foregoing shall not prohibit the changing of flat tires, checking or changing of oil or other maintenance checks.

In order to promote a more aesthetic streetscape and safer vehicle access, on-street parking is prohibited except that short-term visitor parking on roadways is permitted for up to six hours. Otherwise, vehicles of residents and their guests are to be parked in garages and driveways. No vehicles with commercial lettering are allowed to be parked in any areas other than garages except for short-term delivery. Exceptions to the provisions of this section may be granted by the Board in its sole discretion.

No "Prohibited Vehicle" shall be parked or stored on any of the Common Areas or on any portion of a Unit which is visible from any of the Common Areas or from any road or other Unit within the Properties. For purposes of this section a "Prohibited Vehicle" is:

- (1) Any vehicle longer than 21 feet or higher than 8 feet.
- (2) Any commercial vehicle (i.e., a vehicle not designed and used for normal personal/family transportation).
- (3) Any vehicle bearing commercial lettering, graphics, or other commercial insignia, except if such lettering is completely covered with magnetic material (or other type coverings intended for outdoor use). The covering material must be the same color as the vehicle, except as the Board may otherwise permit by resolution from time to time.
- (4) Recreational vehicles, including campers, mobile and motor homes, all-terrain vehicles and dune buggies.
- (5) Trailers of any type.
- (6) Boats
- (7) Derelict Vehicles, including vehicles with no current license plate, or vehicles incapable of self-propulsion.

Notwithstanding the above, any commercial or public service vehicle present in the Properties while performing services for on behalf of Owners or residents of the Properties shall not be considered a "Prohibited Vehicle."

All motorized vehicles, including all-terrain vehicles, motorcycles, go-carts, and similar vehicles are prohibited from entering onto any Common Areas, including parks, bike paths and walkways.

Recreational Vehicles, Boats, & Trailers – Temporary parking of recreational vehicles, boats and trailers in the driveway of a Unit is permitted for up to eighteen (18) hours for the purpose of loading or unloading, provided that the Owner has given prior notice to the Association's manager.

Commercial vehicles that are less than eight (8) feet high and shorter than twenty-one (21) feet long may be parked in the driveway of the driver who resides in the Properties for short periods of time during such hours as may be specified by rules which the Board adopts. The commercial lettering does not have to be covered during these exempt times.

**23. Exterior Items, Structures and Antennae.**

No construction, erection, placement, or modification of any thing, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, shall take place except in strict compliance with the provisions of Article IV of the Declaration, the Architectural Guidelines, and this Exhibit "B." This shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; swimming pools; storage sheds and other structures; hedges, walls, dog runs, animal pens, or fences of any kind; and satellite dishes and antennas, except that:

- (a) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite service, that is one meter or less in diameter;
- (b) 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 meter or less in diameter or diagonal measurement; or
- (c) an antenna that is designed to receive television broadcast signals;

(collectively, "Permitted Antennas") shall be permitted on Units, subject to such reasonable requirements as to location and screening as may be set forth in the Architectural Guidelines, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. The Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable or other communication system for the benefit of all or a portion of the Properties, should any master system or systems be utilized by the Association and require such exterior apparatus.

**24. Cable or Other Television Service and Security Monitoring Systems.**

The Association shall have the right to install, or enter into contracts for the installation of a cable or similar television system providing cablevision entertainment to the Units ("Cable Service") and security monitoring systems for the units ("Security Service"). Any agreement for such Cable Service and Security Service entered into by the Association may provide that basic services shall be mandatory for all Units. In connection with the installation, maintenance and operation of such Systems, the Association reserves access, installation and service easements over, across and under all of the Properties as necessary to provide such Services to all Units; provided, however, such easements shall be reasonable located by the Association so as to not unreasonably impair the value or use of any Unit.

**25. Nuisance.**

Nothing shall be done within the Properties which is illegal, which constitutes a public or private nuisance, or which, in the Board's judgment, is noxious, unsightly, unpleasant, or of such a nature as to constitute a safety hazard to persons outside the Unit or as to unreasonably interfere with the quiet use and enjoyment of the Properties by others.

**26. Docks.**

No Owner or occupant shall be permitted to erect a dock on or adjacent to Common Area water bodies. The association may erect a dock on Common Area water bodies and the Board may permit a Neighborhood Association to erect a dock on or adjacent to Common Area water bodies if approved pursuant to Article IV.



**27. Building Repair.**

No Owner shall permit the structures on such Owner's Unit to fall into a state of disrepair and no Neighborhood Association shall permit structures for which it has maintenance responsibility under this Declaration, any Supplemental Declaration, or any other applicable covenants to fall into a state of disrepair. The Owner or Neighborhood Association responsible for maintenance of any structure shall ensure that all painted, stained or sealed surfaces are cleaned and repainted, retained or resealed on a regular basis as needed to maintain an attractive finished appearance.

**28. Garages.**

No garage may be used for living space.