

ARTICLE III: PROPERTY RIGHTS, EASEMENTS, AND RESTRICTIONS

SECTION 4. (A) General Restrictions (condensed version, full version is on pages 5 -10 of the Declaration of Covenants and Restrictions)

1. Lots shall be used for single-family residential purposes.
2. No children under 18 can temporarily occupy the dwelling for more than 30 days in a calendar year.
3. No noxious, offensive, annoying activity shall be conducted. No inflammable, combustible or explosive substance shall be kept on property, or do anything to increase insurance for neighbors.
4. No temporary structures, trailers, basement, tent, shack, garage, barn or other out buildings are allowed.
5. No dumping ground for rubbish, trash, garbage or other waste on lots other than in sanitary containers.
6. No additional water supply system not connected to Hillsborough County.
7. No individual sewage disposal system is permitted.
8. No change in common properties.
9. No motor vehicles, trailers, campers, boats or boat trailers may be parked on any street area. Also, no trucks, trailers, campers, boats or boat trailers, or recreational vehicles may be parked in any driveway or upon any lot or roads for more than 24 continuous hours which includes not just moving it and bringing it back. No vehicle or boat repair work except for minor repairs can be done on any lot.
10. Board may adopt or amend rules and regulations governing operation, use, maintenance, management and control of common properties and restricting use and maintenance of the lots and improvements and landscaping. Copies of such rules and regulations must be furnished to every homeowner prior to the effective date and rules must be reasonable based upon the overall concepts and provisions of declarations in existence.
11. No mailboxes on any lot.
12. Satellite dishes, aerials, antennas and related lines and equipment in the physical boundaries of a dwelling are permitted without approval of the board. If the aforementioned is on the outside of the dwelling then can enact rules pertaining to the size and location, and safety restrictions.
13. Homeowners can construct, maintain, and operate solar collection devices. They must have written approval from the Architectural Committee prior to placing, installing or constructing.
14. No wall or window air conditioners.
15. No increase in lot size by filing in any water. No elevation changes that affect surrounding property.
16. No artificial grass, plants or vegetation on or around exterior of the dwelling. No more than 10% of the lot shall be planted, covered or maintained in any material other than grass or natural, living vegetation without approval for Architectural Committee.
17. No garage will be enclosed or converted to other use without another auto storage facility on the lot. Must have paved driveway or permanent construction. Must be concrete unless approved by Architectural Committee. Must have approval to paint, repaint, or color the driveway.
18. No fences.

19. No sign of any kind to be displayed to the public view except: professional real estate sale or rent sign not more than 2 sq. ft. May have an open house sign if the homeowner or agent is present. Any design for signs for house numbers, mailboxes and real estate signs are subject to Architectural Committee approval.
20. There can be no more than 2 common household pets per lot, and they must be kept on leash when outside. A waiver can be granted for a new resident over that limit, but when a pet dies it can not be replaced if the two pet maximum has all ready been met. Pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed upon 3 days written notice.
21. Each lot is entitled to a permanent easement to adjacent lots for the use, construction, existence, and maintenance, repair and restoration of structures located on the adjoining lot which may include driveways, walkways, and roof structures with a overhang to the easement, etc.
22. Homeowners whose property abuts water are responsible for maintaining grass areas to the edge of the body of water.
23. No permanent propane storage tanks greater than 30 pounds are permitted without consent of the Architectural Committee. Any storage tanks permitted must be underground.
24. No watercraft on ponds or other bodies of water without association authorization.
25. Dwellings can be leased for a minimum of 30 consecutive days with a maximum of three such rental arrangements in and twelve consecutive month period. The association must be provided a copy of the lease prior to execution. If a homeowner is delinquent in assessments or amount due the association, then the association can prohibit rental of the property. The dwelling must be leased in its entirety. The association must be notified in writing upon leasing the dwelling and provided with a copy of the executed lease. Tenants must comply with all rules and regulations. The homeowner must provide a written statement on a form provided by the association, signed by all tenants, acknowledging that the tenants are familiar with, and agree to comply with, the use restrictions applicable to the association. The homeowner is responsible for the conduct of tenants including damages to other property.
26. Homeowners may display one portable, removable US flag or official State of Florida flag. On Armed Forces Day, Memorial Day Flag Day, Independence Day, and Veterans Day may display portable, removable official flags, not larger than 4 ½ ft by 6 ft., which represent US Army, Navy, Air Force, and Marine Corps, or Coast Guard.
27. A homeowner may construct an access ramp if a resident or occupant has a medical necessity or disability requiring such ramp. The ramp must be as unobtrusive as possible, blend aesthetically as possible, and of reasonable size for the purpose. Plans must be submitted to the association in advance and the association may make reasonable requests for modification. A physician's affidavit attesting to the necessity or disability must be submitted.
28. Homeowners may display a reasonable size sign for security services within 10 ft of any entrance to the dwelling.

ARTICLE IV: ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS
(Condensed version, full version starts on page 10 through 13 of the Declaration of Covenants and Restrictions)

1. Board shall adopt from time to time specific control standards or criteria for the Neighborhood, which shall be applied by the Architectural Committee (AC) and the Board.
2. Role of both AC and Board is to insure the maintenance of the property of highest quality and standards and to insure all improvements present an attractive appearance from all views.
3. The board shall appoint the chairman and members of the AC. The board may remove members if determined beneficial. Vacancies shall be filled by appointment by the board.
4. The AC shall represent, act as directed by, and report to the Board, and have such powers as delegated to it by the Board. The Board shall retain final authority in case of differing opinion. The AC shall evaluate, control and approve construction, remodeling, repainting, or additions to the buildings, dwelling, structures and other improvements on each Lot in the manner and to the extent set forth herein. No Dwelling, building, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, attached or detached from the main dwelling, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of a Lot be made, unless and until building plans and specifications covering same, showing required information by the AC and/or Board, have been submitted to and approved in writing by the Board. Acceptance or rejection of plans and specs shall be made by majority vote.
5. The AC requires that all plans and specs be accompanied by site plans which show the siting of the dwellings on each side of the dwelling under consideration. Prior to approval and prior to beginning work, a minimum of (3) complete sets, or as many as requested by the AC, of the plans and specs must be submitted to the AC. If requested by the AC, there shall be submitted such samples of building materials proposed to be used, as the AC shall specify and require. All plans shall be prepared by an architect and/or professional engineer registered in the State of Florida. That professional representative must state in writing that he has visited the site and is familiar with all existing site conditions. The requirements may be waived, in whole or in part, by the AC and Board upon application of the Homeowner showing good cause for waiving the requirement(s). All requests for improvements must be submitted on the most recently promulgated association forms. Each page must be numbered, signed, and dated by all adjacent neighbors and AC members and/or Board members evaluating the request.
6. Once the AC has received and reviewed the Plans and Specs submitted, the AC may either (a) make a recommendation to the Board to approve or disapprove the proposal or (b) request additional information as the AC deems necessary to render a recommendation. At such time of recommendation to approve or disapprove, the AC shall have no further action to take, except as may be requested by the Board in rendering a final decision.

7. Upon written approval of the Board construction may be commenced and shall be completed promptly and in strict conformity with such plans and specs. The Board is entitled to stop any construction in violation of these restrictions (including by means of injunctive or other relief), and any exterior addition to or change or alteration made without application having first been made and approved, and may be required to be restored to the original condition at the Homeowner's expense. All costs and expenses of the Association (including attorney's fees) related to enforcement of these covenants shall be paid by the Homeowner in violation.
8. The AC shall have the right to refuse to approve any plans and specs which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans. In the event the AC rejects plans and specs as submitted, the AC shall inform the Homeowner in writing, stating with reasonable detail the reason(s) for disapproval. The AC in their rejection may take into consideration the materials proposed, the Lot, the quality of the proposed workmanship and materials, the harmony of design with surrounding neighbors and existing structures, the effect and appearance of such construction as viewed from neighboring lots.
9. Upon rejection the Homeowner can appeal such decision to the Board. If rejected by the Board, the Homeowner can request in writing a special meeting of all Homeowners to consider the propriety of the Board's decision with (10) days after receipt of such written request. The Board shall call a special meeting and the costs of such meeting shall be borne by the appealing Homeowner. At such meeting, the proposal and decision along with the stated reason(s) for rejection shall be available to all Homeowners. A vote of a majority of the total voting interests present in person or by proxy of a duly-called and noticed meeting of members at which a quorum is present shall be necessary to overturn an adverse decision of the AC and Board against the Homeowner.
10. Any alteration, addition, improvement or change must be in compliance with all controlling governmental authorities, and the Homeowner is required to obtain an appropriate building permit.
11. The AC shall be responsible for enforcement. The maintenance use restrictions in Article IV shall apply to each and every Lot.
12. The AC and Board shall have the right, not duty, to exercise architectural control in a particular matter, and shall not be liable to any Homeowner, the Association or any other entity due to the exercise or non-exercise of such control, or approval or disapproval of any improvements. Approval of plans and specs or any improvements shall not be deemed to be a determination of warranty that such plans, spec, or improvements:
 - a. are complete or do not contain defects; or
 - b. in fact meet any standards, guidelines and/or criteria of the AC or Board; or
 - c. are in fact architecturally or aesthetically appropriate; or
 - d. comply with any applicable governmental requirements.The AC and Board shall not be liable for any defect or deficiency in such plans and specifications or improvements or any injury resulting there from.