

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SUMMER LAKES TRACT 7

This Declaration, is made on the date hereinafter set forth by TAYLOR DEVELOPMENT GROUP, INC., a Florida corporation, hereinafter referred to as “Declarant’s”.

WITNESSED:

WHEREAS, Declarant’s is the owner of certain real property located in Pasco County, Florida, which is more particularly described in Exhibit A hereto, which has been or will be platted as the Summer Lakes Tract 7 Subdivision (the “Property”); and

WHEREAS, Declarant’s desires to subject the Property to this Declaration of Covenants, Conditions and Restrictions, all as set forth below;

NOW, THEREFORE, in order to maintain the Property as a first class and quality residential community, to preserve the values and amenities in such community and to maintain certain common areas therein, Declarant’s for itself, its grantees, successors and assigns hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are hereby established and imposed upon all of the Property for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
ADDITIONAL DEFINITIONS

Section 1.

“Association” shall mean and refer to SUMMER LAKES HOMEOWNERS “ASSOCIATION” TRACT 7, INC., a non-profit corporation organized under the laws or the Sate of Florida, its successors and assigns.

Section 2.

“Board” shall mean and refer to the Board of Directors of the Association.

Section 3.

“Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4.

“Common Area” shall mean and refer to any and all real property (including all improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

See Exhibit “B” attached hereto and incorporated herein by reference.

Section 5.

“Lot” shall mean and refer to any numbered plot of land shown upon a recorded Plat of any of the Property intended to contain a unit or a site for the construction thereof, and shall exclude any area designated on said Plat as being Common Area, or set aside for other uses, and shall also exclude any portion of the Property which is not the subject of a recorded Plat.

Section 6.

“Declarant’s” shall mean and refer to TAYLOR DEVELOPMENT GROUP, INC., a Florida corporation, and its successors and assigns, provided, however, that no person or entity shall succeed to any of the right or obligations of Declarant’s hereunder merely by purchasing any Lot unless such rights and obligations are expressly transferred to such person by Declarant’s and such rights and obligations are expressly accepted and assumed by such person in a written instrument duly recorded in the Public Records of Pasco County, Florida. Upon such assignment, acceptance or assumption and to the extent thereof, TAYLOR DEVELOPMENT GROUP, INC., (or any there assigning Declarant’s) shall be relieved from all liabilities, obligations and duties so assigned and assumed. Nothing herein shall limit the extent or effect of any transfer by Taylor Development Group, Inc. or any other Declarant’s by operation of Law.

Section 7. “FHA” shall mean and refer to the Federal housing

Section 8. “Unit” shall mean and refer to a detached single family residential housing unit constructed on any Lot.

Section 9. “VA” shall mean and refer to the Veteran’s Administration (HUD/VA).

Section 10. “FNMA” shall mean and refer to the Federal National Mortgage Association.

**ARTICLE II
PROPERTY RIGHTS**

Section 1. Owner’s Easements of Enjoyment.

Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area, which easement shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) The right of the association to promulgate reasonable rules and regulations governing the use and enjoyment of the Common Area; and

(b) The right of the Association to suspend any Owner’s voting rights for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days or any Infraction of the published rules and regulations of the Association; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by 75% of each class of members agreeing to such dedication or transfer has been recorded. The said public agency, utility or authority as to request and approve the dedication; and

(d) the rights of Declarant’s under the terms of this Declaration.

Section 2. Delegation of Use.

Any Owner may delegate in accordance with the Bylaws of the Association, his right or enjoyment to the Common Area and facilities thereon to the members of his family residing on his Lot, his guests, tenants, or contract purchasers who reside on his Lot.

ARTICLE III THE ASSOCIATION

Section 1. Function.

The Association is hereby delegated and assigned the power and duty of maintaining and administering the Common Area, administering and enforcing collecting and disbursing assessments and charges hereinafter created. without limiting the generality of the foregoing, the Association may, as set forth in its Articles of Incorporation and Bylaws, exercise any of the rights and powers with respect to the Common Area to which the Owners' uses and rights are subject as set forth in Article II hereof, all other rights granted to the Association hereunder, and such other rights and powers as set forth in the Articles of Incorporation and Bylaws of the Association provided that such powers are exercised exclusively to maintain and promote the value of the Property and the safety and welfare of the residents of the Property. Such powers and duties shall include, without limitation:

- (a) Maintenance, improvement and operation of any Common Area.
- (b) Providing police protection, night watchman or other such security services as the members of the Association may elect.
- (c) To pay the cost of all power, water, sewer and other utility services rendered to the property and not billed to Owners of Lots.
- (d) Payment of operating expenses of the Association.
- (e) Management, maintenance, improvement and beautification of any parks, lakes, ponds, buffer strips, entrance way signs, and boundary fences.
- (f) Maintenance and beautification of entrance way, rights of way, and acquisition, maintenance, repair and replacement of direction of markers and signs installed by Declarant's and not maintained by governmental authorities.
- (g) Doing any other thing necessary or desirable, in the judgment of the said Association, to keep the Property neat and attractive or to preserve and enhance the value of the Property, or to eliminate fire, health, or safety hazards, or, which in the judgment of the said Association, may be of general benefit to the Owners.

Section 2. Membership.

Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3. Voting Rights.

The association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant's, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot; all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant's, and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, which ever occurs sooner:

- (a) Seventy Five (75%) percent of the Lots re deeded to Owners, or
- (b) On the date five (5) years after the recording of this Declaration.

ARTICLE IV COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant's hereby covenants for each Lot owned by it and each other Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) uniform annual regular assessments or charges levied by the Association, (2) uniform special assessments for capital improvements levied by the Association, (3) non-uniform assessments levied by the Association against his lot, and (4) Municipal Service Taxing unit assessments or special assessments or liens levied by any governmental entity against his Lot for past or current or future services or improvements, all such assessments to be established and collected as hereinafter provided. All assessments, together with interest, costs and reasonable attorneys' fees shall be a charge on the Lot upon which they are assessed from the date of the recordation of notice thereof in the Public Records of Pasco County, Florida, and shall be a continuing lien thereon. The lien of such assessments shall be subordinate to the lien of any first mortgage held by a bank, savings and loan association, credit union, insurance company, mortgage company, finance company, or other similar institutional lender, or by the FHA, VA, or FNMA, or by any assignee thereof. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to any Owner's successors in title unless expressly assumed by such successors, provided however, the lien therefore shall encumber such Lot until the subject assessments are paid in full.

Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to maintain and promote the recreation, health, safety, and welfare of the residents of the Property, for the improvement and maintenance of the Common Area, and for the other lawful objectives of the Association.

Section 3. Assessment Allocation.

Uniform annual regular assessments shall be levied as to each Lot on the basis of the class of membership as hereinafter set forth. Such assessment for each lot for the Class B membership shall be twenty-five percent (25%) of the subject assessment for each Lot for the Class A members.

Section 4. Maximum Uniform Annual Regular Assessment.

The maximum uniform annual regular assessment for each Lot owned by a Class A member shall be \$8.00 per month except as provided below.

From and after the 1st day of the first January following twelve calendar months following the first conveyance of a Lot to a Class A member, the maximum uniform annual regular assessment may be increased each year, but may not be increased more than fifteen percent (15%) above the maximum uniform annual regular assessment for the previous year unless such increase is approved by a majority

vote of the members who are voting in person or by proxy, at a meeting of the Association duly called for such purpose.

Section 5. Uniform Special Assessments for Capital Improvements.

In addition to the uniform annual regular assessments authorized above, the Association may levy, in any assessment year, a uniform special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by a majority vote of each class of members who are voting in person or by proxy at an Association meeting duly called for such purpose.

Section 6. Notice and Quorum for and Action Authorized Under sections 4 and 5.

Written notice of any meeting called for the purpose of taking any action authorized under section 4 or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence in person or proxy of Owners in each class entitled to cast a majority of all the votes of such class shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate Assessments.

Subject to the other terms hereof, both uniform annual regular assessments and uniform special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, or annual basis.

Section 8. Date of Commencement of Uniform Annual Regular Assessments: Due Date.

The uniform annual regular assessments provided for herein shall commence as to all Lots on the first day of the first calendar month following the conveyance of the first Lot to a person other than the Declarant's, and the first uniform annual regular assessment shall be adjusted according to the number of months remaining in that calendar year. The Board shall fix the amount of the uniform annual regular assessments against each Lot at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors. Written notice of the amount of the uniform annual regular assessments and the dates upon which payment thereof are due shall be sent to every owner.

Section 9. Certificate.

The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 10. Fines: Non-Uniform Assessments.

In the event that any Owner fails to maintain his Lot, the exterior of his unit, or any other Improvements thereon in the manner required hereunder, fails to abide by and keep the other restrictions herein, or violates any rules and regulations duly promulgated by the Committee or by the Association,

or if any tenant, guests, or family members of any Owner fails to abide by; and keep such restrictions or violate any such rules or regulations, then, following thirty (30) days written notice to the Owner at the last known address of that Owner according to the Association's records, which notice shall specify the nature of the violations, and the action required to cure that violation, the Association shall have the right to levy reasonable fines against that Owner, which fines, if not paid within thirty (30) days following the date upon which they are due (which due date may not be less than 20 days following the mailing date of the notice specified above) shall automatically become an assessment against all Lots owned by that Owner. Such fine may not exceed \$100.00 per violation, unless the Association has exercised its rights under Article VI, section 24, below, in which case such fine may additionally include the actual cost to the Association of the expense of curing the violation.

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Section 11. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose its lien against the Lot upon which they were assessed. Such lien shall be subordinate to the lien of a first mortgage held by a Lender described in section 1 of Article IV above. In no such event shall the failure to pay an assessment constitute a default under an insured mortgage, nor shall any mortgagee be required to collect such assessments from any Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to reasonable attorneys, fees, including attorneys' fees for appellate proceedings.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Improvements.

No materials, buildings, or exterior landscaping schemes ("Improvements") shall be constructed on any Lot until the construction plans and exterior color scheme, landscaping plan and grade thereof ("Plans and Specifications"), and the location of the same been submitted to and approved in writing by the Board as to conformity with the requirements of this Declaration. Without limitation, the quality of construction, harmony of external design and location in relation to surrounding structures and topography of the Lot may be considered by the Board in such approval decision.

Section 2. Architectural Control Committee.

At the option of the Board, the powers, rights, and duties of the Board under this Article V may be exercised by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board (the "Committee"). Each member of the Committee shall hold office until such time as he has resigned or been removed and his successor has been appointed by an affirmative vote of a majority of the Owners. Members of the Committee may be removed at any time with cause by a vote of a majority of the Owners, and a majority of the Owners shall have the power, through proper execution of a written instrument to that effect, to change the membership of the Committee or to take from the Committee or restore to it any of its powers and responsibilities hereunder, provided, however, that until the date upon which Class B Memberships are converted to Class A memberships under the provisions of Section 3 of Article III above, Declarant's shall have the sole right to appoint and remove the members of the Committee and to remove or restore the Committee's powers and responsibilities. Such right maybe be waived by Declarant's in its sole discretion, but no such waiver shall be effective unless it shall be set forth in a written instrument signed by Declarant's.

Section 3. Requests for Approval.

Whenever under this Article V the approval of the Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvements or proposal in question and all other facts which, in its sole discretion, it deems to be relevant. Prior to commencement of any construction of any Improvements, two sets of the Plans and Specifications therefore shall be submitted to the Committee. After approval or rejection of said Plans and Specifications, one set thereof shall be returned

to the party submitting them, and one set shall be retained by the Committee. Construction of Improvements may not be commenced unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration within 45 days following its receipt thereof, provided, however, that failure to so act within said period shall not be deemed to be the Committees approval of the request submitted. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby will not be detrimental to the Property as a whole, and that the appearance of any Improvements effected thereby will be in harmony with the surrounding Improvements. The Committee may also promulgate rules and regulations regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. The Committee may require a reasonable fee to accompany each application for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper. Until receipt by the Committee of all required Plans and Specifications and other information, the *(End of paragraph missing from original)*

provided, however, that in its discretion, the Committee may from time to time by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and/or behalf of the Committee. In the absence of such designation, the vote of a majority of all members of the committee, or the written consent of the majority of all members of the Committee taken with or without a meeting, shall constitute the act of the Committee.

Section 5. No Waiver.

The approval or consent of the Committee to any Plans and Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matters subsequently or additionally submitted for approval or consent to the same for a different person.

Section 6. Interim Inspection.

The Committee may inspect all work in progress and give notice of noncompliance as provided in subsection 7(b) below. No further work shall be done, pending resolution of the dispute, which would hamper correction of the noncomplying item if the Committee shall find that such noncompliance exists.

Section 7. Final Inspection.

Inspection of completed Improvements and correction of defects therein shall proceed as follows:

(a) Upon the completion of any Improvements for which approved Plans and Specifications are required under this Declaration, the Owner of the Lot shall give written notice of completion to the Committee.

(b) Within such reasonable time as the Committee may set, but not to exceed 5 days thereafter, the Committee or its duly authorized representatives may inspect such Improvements. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications submitted, it shall notify the Owner as provided herein and in writing of such noncompliance within

such period, specifying in reasonable detail the particulars of noncompliance and shall require the Owner to remedy the same.

(c) If, upon the expiration of 45 days from the date of such notification, the Owner of that Lot shall have failed to remedy such noncompliance, the Committee may commence an action at law or in equity to require the removal or reconstruction of the non complying Improvements.

(b) The provisions of this section 7 shall not apply to Class B members where the Plans and Specifications for the subject Improvements were approved by the Committee and where the Improvements are built in substantial conformity therewith.

Section 8. No Liability.

Neither the Committee nor any member thereof shall be liable to any Owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties under this declaration unless due to the willful misconduct or bad faith of the Committee, or its members, as the case may be. The Committee shall consider the aesthetic aspects of architectural design, placement of architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans and Specifications be deemed approval of, the structural safety or engineering soundness of the Improvements, or conformity thereof with any building, zoning, or other codes.

Section 9. Board.

At any time or times that no Committee has been established by the Board, then the powers and duties of the Committee shall be deemed vested in the Board.

Section 10. Third Party Buyer.

Anything to the contrary contained in this Article V notwithstanding, in the event that a third party buyer purchases a Lot one (1) year or more after the issuance of a certificate of Occupancy or equivalent document by applicable public authorities with respect to the Improvements located on the Lot, which Improvements were not approved under the provisions of this Article V, and such buyer is without actual knowledge that said Improvements were not approved under the provisions of this Article V, then unless the Board or Committee has, prior to the recording of the deed or other document conveying said Lot to such third party buyer, commenced an action at law or equity under this Article V to enforce its provisions, or has recorded in the Public Records of the County in which the Lot is located, a sworn statement attesting to such non-compliance with the provisions of this Article V, then such third party buyer and their successors and assigns shall not be subject to any action to enforce this Article V with respect to the Improvements located on the subject Lot as of the date of the conveyance of such Lot to the third party buyer.

ARTICLE VI **USE RESTRICTIONS**

Section 1. Owner's Use of Lot.

Without limiting the generality of any other provision hereof, no building shall be erected, altered or placed or permitted to remain on any Lot other than one unit not to exceed 35 feet in height, and containing not less than 1,000 square feet of enclosed living space, exclusive of screened porches,

patios, garages, etc., and an attached enclosed private garage to accommodate at least one (1) automobile. No Lot may be subdivided.

Section 2. Parking.

No trucks used primarily for commercial use, trailers, campers, recreational vehicles or other habitable vehicles of any type, boats or boat trailers shall be parked overnight or for more than four (4) daylight hours within the Property unless parked in a completely enclosed garage or otherwise not visible from the front of any Lot. No vehicle of any type shall be permitted within the Property unless the same has a current license tag and, if required by law, an inspection sticker, issued in accordance with the laws. No junk or abandoned vehicles of any type shall be permitted within the Property. Vehicles shall include without limitation motor cycles.

Section 3. Signs.

No signs of any kind shall be displayed to the public view on any Lot except for one professional sign of the builder or contractor and one professional "For Sale" sign and such signage as may be reasonably required by the construction lender to identify such lender. In any event, no sign shall be larger than three (3) square feet, except for the builder's model center for such period of time as sales are underway.

Section 4. Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot.

Section 5. Livestock, Poultry and nuisances.

No noxious or offensive trade or activity, including, but not limited to, the raising of or keeping of chickens, goats, pigs, horses, cattle or other animals, shall be carried on upon any Lot, but the foregoing shall not be construed as prohibiting the raising or keeping of domestic pets provided they're not kept or bred or maintained for commercial purposes, and are kept inside the Unit or on a leash or within a fenced area, nor shall anything be done on any Lot which may be or become a nuisance or an unreasonable annoyance to the neighborhood. No pets shall be allowed to run free and unattended in the neighborhood.

Section 6. Clothes Lines.

All clothes lines shall be placed at the rear of and within the area encompassed by a rearward extension of the sidelines of the unit and shall not be visible from the street.

Section 7. Prohibited structures.

No portion of any Improvement shall be occupied as a residence prior to the completion of the entire unit as evidenced by a final and unconditional certificate of Occupancy. Therefore, no trailer, tent, shack, garage, shed, barn or other outbuilding or any other structure of a temporary character may be erected or placed upon any Lot, or at any time used as a residence, either temporarily or permanently. Notwithstanding the foregoing, however, temporary facilities may be constructed and maintained by Declarant's for the purpose of constructing units and selling Lots.

Section 8. Garbage and Refuse.

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or rubbish shall be kept in sanitary containers and shall not be visible from the street except during pickup when required to be placed at the curb. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. There shall be no burning of trash, leaves or other refuse at any time.

Section 9. Easements.

Easements for installation and maintenance of utilities and drainage facilities in the Common Area are reserved as shown on the recorded Plat of the Property. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage facilities in the easement areas, or which may obstruct or retard the flow of water through drainage facilities therein. The easement areas of each Lot and all of the Owner's Improvements therein shall be maintained continuously by the Owner of the Lot, except those areas and facilities for which a public authority or utility company is responsible.

Section 10. Sewage Service.

Sewage service to the Property will be supplied by Pasco County, Florida in accordance with its rules and regulations. The use of septic tanks or any other sewage disposal facilities is specifically prohibited.

Section 11. Setback Lines.

No unit shall be located on any Lot nearer to the front, side and rear Lot lines than the minimum building setback lines as shown on the recorded Plat of the Property if applicable, or if not shown on the Plat, as required by all applicable codes and ordinances, to include without limitation the requirements of the approved planned unit development zoning with respect to the Property and the ordinances approving such zoning. Subject to the foregoing, for the purpose of this provision, eaves, steps, open porches, and decks shall not be deemed a portion of the Unit, but nothing herein shall be construed to permit any Improvements to encroach upon another Lot.

Section 12. Fences.

No fence or fence walls shall be constructed, erected or maintained on or around any portion of a Lot that is in front of the front setback line of the Lot, except for the model center on a temporary basis and only while such models are used for sales purposes. Corner Lots shall be deemed to have two front lines for the purposes of this section. Fences shall be of cedar or such other materials approved by the Architectural Review Committee and must be kept in good condition and repair. No fencing of chain link or other wire materials are permitted to remain on any Lot. No fence or fence wall shall exceed a height of six (6) feet. All fences shall be erected in such a manner that the finished side faces out and the fence posts are located on the inside of the fence.

Section 13. Roofs.

Flat roofs shall be permitted only over Florida rooms, porches or patios at the rear of the unit. All other roofs shall be pitched and constructed with fiberglass shingle to conform to existing roofs, or other roofing if approved by the Committee.

Section 14. Commercial Usage.

No business building, machine shop or other industrial or commercial structure or building devoted to commercial or public enterprises shall be erected or used on any Lot and no business which attracts any customers or clients to a Lot shall be conducted or carried on or be practiced upon any Lot

or any unit or accessory building constructed thereon, except that buildings may be erected and used by Declarant's, its successors, assigns or designees for use in developing and marketing the Property.

Section 15. Repairs of Motor Vehicles.

No inoperative cars, trucks, trailers, motorcycles or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision. Under no circumstances shall such repairs be performed if the same results in the creation of an unsightly or unsafe condition as determined by the committee.

Section 16. Landscaping.

All portions of any Lot not used for improvements shall be landscaped, within one year after issuance of a Class A membership there for, utilizing "long lived" ground cover, sod, shrubs, trees and other materials. Every Lot improved with a unit shall be landscaped as approved by the Committee. The landscaping of each Lot having once been installed shall be maintained in a neat, attractive, sightly and well kept condition, which shall include lawns mowed, hedges trimmed, adequate watering, replacement of dead, diseased or unsightly materials, removal of weeds and debris and pruning of plant materials.

Section 17. Reflective Glass.

No reflective glass windows shall be utilized in any Improvements constructed within the Property.

Section 18. Landscape Buffer.

A buffer for planting maybe reserved along certain Lots if shown in the Plat. The Home Owner's Association will own and maintain this buffer as stated in article I, section 4 "Common Area".

Section 19. Mechanical Equipment.

No heating, air conditioning, electrical or other equipment shall be installed on the roof of any building or structure or hung on exterior walls unless the same is enclosed, screened, covered and installed so as to be an integral part of the architectural design of the building to which aid equipment is attached or related in a manner which shall first have been approved in writing by the Committee in accordance with Article V hereof, except that solar energy collectors or panels, if used, may be installed on the roof of any building or structure or in any exposed location, if harmoniously done and if approved by the Committee in its sole discretion, in accordance with Article V hereof.

Section 20. Antenna.

No television antenna, other antenna, radio masts, aerials, wires, power poles, electromagnetic devices or appurtenances hereto, satellite or microwave dish, or similar device of any type shall be erected, installed or maintained on the exterior of any Lot or upon any improvement within the Property without the prior permission of the Committee and provided same is not visible from any other Lot or street.

Section 21. Swimming pools.

Any swimming pool constructed comply with all applicable governmental or quasi-governmental codes, permits, or regulations, including but not limited to the County set back requirements, and those

requirements established by the ordinances which established the Master Planned Unit Development of which the Property is a part, in addition to the following restrictions, reservations and conditions:

(a) No above ground pools will be permitted. Pool water level must be maintained at all times at or within one (1) foot of the developed Lot grade. Pools will be located in rear yard only.

(b) On interior Lots, the outside edge of any pool may not be closer than five (5) feet to the side Lot line nor closer than five (5) feet to the rear lot line. Corner lots will be reviewed by the Committee on an individual basis.

(c) no screening of pool area may be closer than five (5) feet to the side Lot line on interior Lots. corner Lots will be reviewed by the Committee on an individual basis.

(d) Pool screening may not be higher than thirty-five (35) feet or the higher edge of the roof, whichever is lower.

(e) The pool itself must be enclosed with a fence not less than five (5) feet in height or enclosed with screening. The entrance gate to the backyard or the pool itself, as the case maybe, is to be constructed with self-closing latch placed at least forty (40) inches above the ground. The fence of a neighbor, where sufficient to meet the above standards, may be utilized to secure a pool.

Section 22. Water.

No individual water supply system shall be permitted on any parcel without the approval of the Committee. The above does not restrict the right of any Owner to install, operate and maintain a water well on is Lot for use restricted to irrigation purposes if allowed by applicable governmental restrictions.

Section 23. Nuisances.

Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association and the written decision of the Board shall be dispositive of such dispute or question.

Section 24. Right of Entry.

Following thirty (30) days written notice to the Owner, at his last known address on the Association's records, that the Association or the Committee has determined that any Lot, or the exterior of any unit is in need of repair or maintenance and is detracting from the overall appearance of the Property, or that the Owner or any of his guests or tenants have violated any provision of this Declaration, then the Association, its agents and employees, shall have the right after complying with the notice provisions of Article IV, section 10, to enter his Lot in a peaceful manner in order to maintain, repair, or remove any Improvements or any other condition existing on any Lot or the exterior of any Unit in violation of this Declaration. The cost of such action may be levied as a fine and assessed against that Owner and his Lot as provided more particularly in Article IV, section 10. Actions permitted hereunder include, without limitation, painting, repair, replacement and maintenance of roofs, gutters, landscaping, sod, downspouts, exterior building surfaces, trees, shrubs, fences, walks, driveways and other exterior Improvements.

ARTICLE VII **GENERAL PROVISIONS**

Section 1. Enforcement.

The Association, or any Owner, shall have the right to enforce, by a proceeding at law or inequity, all restrictions, conditions, covenants, reservations, liens and charges imposed by the provisions of this Declaration, except that the rights set forth in Article VI, section 24, shall be reserved exclusively in the Association. Failure by the Association or by any Owner to enforce any Covenants, Conditions and Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action of enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorneys' fees, including without limitation attorneys' fees through bankruptcy, declaratory and appellate proceedings.

Section 2. Severability.

Invalidation of anyone of these Covenants, Conditions and Restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Duration/Amendment.

The Covenants, Conditions and Restrictions of his declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded. After such time, they shall be automatically extended for successive periods of ten (10) years unless terminated by the recording of an instrument signed by not less than seventy-five (75%) percent of the Owners. This Declaration may be amended only by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded. All recording shall be in the Public Records of the County in which the Property is located.

Section 4. FHA/VA/FNMA Approval.

As long as there is a Class B membership, any amendments to this Declaration, the dedication or mortgaging of Common Area, the dissolution of the Association, the annexation of additional land, or mergers or consolidations concerning the Association will require the prior approval of the Federal Housing Administration, the Veteran's Administration, and the Federal National Mortgage Association, as applicable.

Section 5. Annexation.

Subject to section 4 above, additional residential property and common area may be annexed to the properties with the consent of two-thirds of each class of members.

Section 6.

The Common Area cannot be mortgage or conveyed without the written consent of at least seventy-five (75%) percent of the Owners excluding Declarant's.

ARTICLE VIII
MASTER ASSOCIATION

Section 1. Plan of Development.

The Property is part of a larger development (the "Development") being developed by the Declarant's predecessors in title and its successor and assigns.

Section 2. Master Association.

The Declarant's reserves and shall have the right to cause the Association to become a member of any Master Association (the "Master Association") which may be formed for the purpose of dealing with the matters that are common to all owners of property within the Development, to include without limitation, the use, maintenance and repair .of a common storm water drainage system. Without limitation, each Owner shall thereupon become a member of the Master Association.

Section 3. Master Declaration.

Declarant's reserves and shall have the right to join into a Master Declaration of Covenants, Conditions and Restrictions (the "Master Declaration") concerning the use of the property located within the Development. Thereupon, each Lot shall be subject to the Master Declaration and each Owner shall be required to comply with all of the terms and conditions of the Master Declaration, and upon recording of the Master Declaration, the terms and conditions thereof and rights and powers of the Master Association shall be superior to the provisions of this Declaration and the rights and powers of the Owners and of the Association hereunder. Without limitation, said Master Declaration may provide for assessments against the owners of real property within the Development, and for liens encumbering the subject real property as security for the payment of such assessments.

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