

Section 6. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Properties, except that dogs, cats and other customary household pets may be kept upon any Lot so long as (i) they are not kept, bred or maintained for any commercial purpose and (ii) they are quartered within the residential dwelling unit on such Lot. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately, and all pets shall be properly leashed, caged, or controlled in whatever manner is most practical whether it is located upon or off a Lot, and shall be subject to all applicable local ordinances existing at the time.

Section 7. Trash. Except for regular collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Properties, except inside the improvements on each Lot, or in sanitary containers completely concealed from view.

Section 8. Appurtenances. No permanent outdoor clothes lines may be installed or maintained anywhere within the Subdivision except that portable rotary type or reel type clothes lines may be permitted in the rear yard only and said clothes lines must be stored when not in use. On corner lots, such clothes lines shall not be placed within 20 feet of a side street line. Above-ground swimming pools are not permitted. No television antenna, other antenna, radio masts, aerials, wires, power poles, electro-magnetic devices or appurtenances thereto, satellite or microwave dish or similar device of any type shall be erected, installed or maintained on any part of any Lot or upon any improvement within the property.

Section 9. Storage of Automobiles, Boats, and other Vehicles. No motor vehicle shall be parked or stored on any Lot and included easement or right of way, unless such vehicle is capable of being concealed from public view or from adjacent residences inside a garage or other approved enclosure. Permitted vehicles are described as :

- (a) passenger automobile
- (b) passenger van (other than a motor home or recreation vehicle)
- (c) motorcycle, and
- (d) pickup truck, whether or not with attached-bed camper, which can be completely concealed with the garage, as built, of the dwelling in the Subdivision in which the owner of such pickup truck resides,

if such vehicle has a current license plate, is being used daily as a motor vehicle on the streets and highways of Florida and if such vehicle can be concealed from public view or private residences in a garage.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, sidewalk, right-of-way, or portion of the Common areas. If owned by the homeowner, such objects must be concealed from public view or adjacent residences inside a garage or other approved enclosure. For purposes of this paragraph, the term "approved enclosure" shall mean any fence, structure, or other improvement approved by the Architectural Control Committee.

Except as otherwise expressly provided in this Section, no commercial vehicles, machinery, or maintenance equipment shall be parked at any time within the subdivision except for any such vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair, or maintenance of a Lot or dwelling or the Common Areas.

No inoperative or abandoned 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 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 10. Maintenance. Each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such owner's Lot. Each Owner is required to sod his lot as appropriate. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot. No Owner may permit any waste to the exterior portions of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article III, Section 4 hereunder and Article IV, Section 4 hereunder.

Section 11. Rules and Regulations. No Owner, invitee, or person residing within the Properties may violate the Association's rules and regulations for the use of the Properties. All Owners and other persons residing within the Properties, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rules or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the properties from time to time designated by the Association for such purpose.

Section 12. Dwellings. Only one dwelling may be constructed on any Lot. The minimum square footage of each dwelling shall be 1200 square feet with each dwelling containing a two car garage of similar architectural style as the main dwelling unless otherwise approved by declarant. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding or any portion of the same shall be constructed or parked on any Lot at any time, except for a construction shack, temporary structure or temporary toilet during construction or a dwelling by Declarant or its transferees. Any dwelling placed on a Lot shall be in accord with the front yard, side yard and rear yard setback requirements set forth in the Hillsborough County Zoning Regulations at the time such dwelling is sought to be placed upon the Lot. No structural additions will be permitted without written permission from the Architectural Committee.

Section 13. Access By Association. The Association has a right of entry onto the exterior portions of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration or by any applicable Supplemental or Amended Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot

shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to Court order or other authority granted by Law. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 14. Fences. No fences shall be erected or maintained on any Lot which shall be in excess of six feet in height. No chain link fences will be permitted. Fences located in the front of the front setback line are prohibited. All fences shall comply with County regulations and be subject to review by the Architectural Committee as provided in Section V.

Section 15. Replacement. In the event a residence is damaged or destroyed by casualty, hazard or other loss, then within twelve (12) months after such incident, the Owner thereof shall either rebuild or repair the damaged residence or promptly clear the damaged improvements and regrass and landscape the Lot in a sightly manner.

ARTICLE III  
THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot is a Member of the Association. If title to a Lot is held by more than one person, each such person is a Member. An Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and it is transferred automatically by conveyance of title to that Lot and may not be separated from ownership of a Lot. No person except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot. An Owner who is a contract seller may assign such Owner's membership and voting rights to such Owner's vendee in possession.

Section 2. Voting. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in each Lot owned, all such persons shall be members. The vote for such Lot shall be exercised as they 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, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on the anniversary date five years from the date when the first Lot is conveyed to an individual purchaser.

Section 3. Common Area. Subject to the rights of Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area, its improvements if any, and all related furnishings, equipment, fencing and other personal property, if any. The Association's duties with respect to the Common Area include the management and operation of, improvements, equipment and personal property installed by the Declarant on the Common Area as part of the