

South Fork of Hillsborough County

Architectural Standards, Community
Criteria, and Rules and Regulations

Approved and Adopted:
October 16 2025

RECITALS:

WHEREAS, the Board of Directors (the “Board”) of South Fork of Hillsborough County Homeowners Association, Inc. (the “Association”) is charged with the responsibility of enforcing the Declaration of Covenants, Conditions and Restrictions for South Fork of Hillsborough County (“Declaration”), the Bylaws of South Fork of Hillsborough County Homeowners Association, Inc., and the Articles of Incorporation of South Fork of Hillsborough County Homeowners Association, Inc. (collectively the “Governing Documents”) and the Association’s Community Standards and rules and regulations, as all may be amended from time to time (collectively, along with the Governing Documents, referred to as the Association’s “Restrictions); and

WHEREAS, the Association has established an Architectural Review Board (“ARB”) in accordance with Article VII of the Declaration;

WHEREAS, the Board may appoint members to serve on the ARB;

WHEREAS, the ARB is responsible for the approval and disapproval of exterior changes, modifications, additions, and alterations to Lots within the Properties;

WHEREAS, in accordance with Article IX, Section 3 of the Declaration, Article V (e) of the Articles, and Article VII, Section 1 of the Bylaws, the Association may adopt, promulgate, amend, revoke, and enforce rules and regulations for the operation of the Association, the Common Property and the community, and regarding the form and content of plans and specifications to be submitted for approval, the procedure for plans and specifications, and may impose a fee for the costs involved with such approval;

WHEREAS, the Board and ARB deem it to be in the best interest of the Association to adopt a uniform and systematic procedure regarding the requirements for architectural review as set forth in the Declaration.

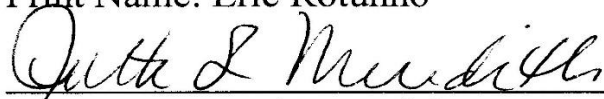
NOW, THEREFORE, BE IT RESOLVED that the Association, including its Officers, Directors, Managers, Attorneys, and Members and their tenants, lessees, invitees, and guests, shall adhere to the architectural review policies, procedures, standards and requirements set forth herein and in the Declaration.

IN WITNESS WHEREOF, the Board of Directors has approved the provisions hereof on October 16 2025, at a duly called meeting of the Board at which a quorum was present, in accordance with the Association’s Governing Documents, and amends and supersedes any prior or inconsistent related rules.



Print Name: Eric Rotunno

Date: October 16 2025



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Date: October 16 2025

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INTRODUCTION:

This Architectural Standards and Community Criteria (hereinafter “Standards”) specifies, clarifies and outlines the requirements for modifications and standards for the South Fork of Hillsborough County community, and provides direction to homeowners on the architectural and aesthetic standards which govern all homeowners of Lots within South Fork of Hillsborough County, a deed restricted community located in Hillsborough County, Florida.

The Association by and through its Board of Directors, is charged with the responsibility of administration, operation, and maintenance of the South Fork of Hillsborough County community and with the responsibility of enforcing the Restrictions in accordance with its governing documents, as may be amended from time to time. These Standards have been prepared and adopted by the Board of Directors in accordance with the Restrictions and Chapter 720, *Florida Statutes*.

The goals of these Standards are as follows:

- To give clear direction to homeowners on the standards governing the use of the Lots, and Common Area (collectively the “Properties”);
- To delineate specific standards to be used by the Architectural Review Board (“ARB”) to approve or deny homeowner applications for architectural changes; and
- To protect the integrity of the community in the best interest of all Members.

These Standards:

- Do not replace, alter or subvert the Association’s governing documents. They are meant to supplement the governing documents, based on existing authority contained therein. These Standards supplement, and are subordinate to, the Declaration, Articles of Incorporation, and Bylaws. In the event of a conflict, the Declaration controls.
- Do not replace, alter or absolve the Board of Directors or the ARB in their responsibility to enforce or adhere to the requirements in the governing documents or these Standards; as well as those contained in Chapter 720, *Florida Statutes*.
- **Defined terms:** Please refer to the definitions contained in the Governing Documents for clarification of defined terms.

SECTION 1: RESPONSIBILITIES

A. HOMEOWNER RESPONSIBILITIES

Homeowners are responsible for reading, reviewing, and understanding the Association’s Restrictions, which are legally binding on every homeowner.

Homeowners are responsible for maintaining the appearance of their Dwelling’s exterior by pressure washing, painting, maintenance, and repair, as needed. Homeowners are obligated to make repairs to their Dwelling and Lot as needed. (Article VIII of the Declaration).

In addition to their Dwelling, homeowners are responsible for the maintenance, care, repair and replacement of the following items located on their Lots:

- Driveways.
- Sidewalk cleaning.
- Roof.
- Patios and porches.
- Pools and pool screen enclosures.
- Trees, landscaping & shrubbery located on a Lot, including irrigation and fertilization.
- All other lot improvements not listed under “Association Responsibilities”.

B. ASSOCIATION RESPONSIBILITIES

The Association is responsible for the care and maintenance of the following:

- Common Area:
 - Entrance features
 - Landscape easements
 - Ponds
 - Landscaped Common Areas
 - Shared Maintenance
- Perimeter, forward and rear privacy walls surrounding the community.

The streetlights are owned and maintained by TECO. Outages and damage to streetlights should be reported to TECO and not the Board.

SECTION 2: EXTERIOR MODIFICATIONS

Architectural Review Board Application (Article VII, Declaration):

No site work, landscaping, utility extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, or any other physical or structural improvement, or change or alteration to the exterior of any existing structure or improvement, including change in color scheme, or to any existing landscaping, shall be commenced, erected or maintained until the plans showing such details as the nature, size, design, workmanship, shape, finished grade elevation, height, materials and color of the same, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, all as applicable, have been approved in writing by the ARB. The process for submitting an application to ARB is as follows:

1. An Architectural Review Board Request Form must be completed and submitted to the ARB. The ARB request form and other applicable forms are available on the Association's web portal.
2. The plans should be as detailed as possible, and include the location, grade, elevations, shape, dimensions, exterior color plans, and nature, type and color of materials to be used.
3. The Association or ARB may request additional information as needed.
4. Incomplete applications shall be rejected and will not be considered by the ARB.
5. No application for any alteration, modification, or improvement to any Dwelling or Lot will be reviewed or approved by the ARB, if the Owner of the Lot is delinquent in any monetary obligation owed to the Association or if the Owner has any pending non-compliance issues with the Association, with the exception of an application submitted to correct outstanding non-compliance matters.
6. No exterior modifications shall be commenced, unless the Owner has received written approval from the ARB.
7. ARB application fees are as follows:
\$100.00 for any application received after the improvement or modification to the exterior of the property has commenced or after the improvement or modification to the Lot has already been completed. (This fee is in addition to any fines or assessments imposed for non-compliance with the Association's Restrictions).
8. Application fees are non-refundable.
9. Any modification to the original application, for any reason, must be re-approved.
10. If a project is completed/started, or in progress and the ARB application is denied, the property will have to be returned to the state it was in prior to commencement of the project.
11. Unless waived by the ARB, all plans shall be prepared by a contractor, architect or engineer, said person to be employed by and at the expense of the Owner.
12. It shall be the responsibility of each Owner at the time of construction or modification on the Owner's lot to comply with all applicable laws, County or City Code requirements, and

applicable permits. Neither the ARB nor the Association shall have any liability or obligation to determine whether an improvement or modification complies with any applicable law, rule, regulation, code or ordinance. It is the Owner's responsibility to ensure that they are in compliance with any applicable law, rule, regulation, code or ordinance.

Architectural Review Board Approval:

1. Once the Application and complete plans, including any requested additional information, have been received, the ARB will evaluate the proposed changes and make a majority ruling.
2. The ARB will base their decision on both these Standards, the Governing Documents, as well as on aesthetic grounds which assure harmony of external design, materials and location in relation to surrounding buildings and topography, preserve the value and desirability of the Properties as a residential community, and are consistent with the provisions of the Declaration.
3. Once the Association confirms/rejects the Application, written notice of the decision shall be sent to the Owner.
4. The ARB shall approve or deny an application within thirty (30) days after receipt by the ARB.
5. All decisions must be in writing.
6. If approval is given, the Owner may not deviate from the approved plans without submitting a change order request to the ARB.
7. Change order requests must be submitted in the same manner, and will be subject to the same approval process, as the original request. Incorrect information or changes made after approval will invalidate the approval.
8. If approval is not given, the ARC must specify the reason or reasons for such disapproval and state with specificity the rule on which the Association relied when denying the request and the specific aspect or part of the proposed improvement that does not conform to the existing rule.
9. The Owner may then appeal the decision of the ARB to the Board by resubmitting the proposed plans, along with a letter of appeal stating the reasons why the decision should be overturned.
10. The original ruling is presumed to be final until the Owner is notified otherwise.
11. The homeowner may not appeal a second time unless material alterations are made to the request, in which case the submission shall be considered a new request for approval.
12. All approved projects shall be completed within four (4) months, unless an extension is approved by the ARB.
13. Owners shall be held responsible for the acts of their employees, subcontractors, and any other persons or parties involved in the construction or modification of the Dwelling or Lot.

14. The responsibilities include, but are not limited to the following:
 - a. Ensuring that the constructions site, community properties, and roadways are kept clean and free of all debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.
 - b. Storing materials and disposing of them in a lawful manner. No material or debris shall be dumped in conservation or Common Areas.
 - c. Keeping noise pollution to a minimum.
 - d. Assuring that work takes place between the hours of dawn to dusk. Monday – Saturday.
 - e. Owners shall be responsible for any damage incurred to Common Areas of the Association, including but not limited to: roadways, sidewalks, grass, sod, etc. for the modifications, repairs, maintenance, or other work performed on their respective Dwelling or Lot.
15. All work, installations and materials shall meet or exceed the local building code standards in effect at the time of request.
16. All modifications must be consistent with the established scheme of the community.
17. If approval is granted, it is not to be construed to cover approval of any County or City Code Requirements. A building permit from the appropriate building department may be needed for certain property alterations and/or improvements. The ARB shall have no liability or obligation to determine whether such improvement, alteration and/or addition comply with any applicable law, rule, regulation, code or ordinance. It is the owner's responsibility to ensure that they are in compliance with any applicable law, rule, regulation, code or ordinance.

SECTION 3: COMMUNITY ARCHITECTURAL STANDARDS & CRITERIA

I. ADDITIONS TO DWELLING STRUCTURE:

- 1.1 Attached structures are permitted in the rear yard or side yard, where setbacks are maintained, provided that they are integrated in a manner that enhances the overall appeal of the property value of the Dwelling.
- 1.2 Modifications and additions shall be complementary and harmonious with the original Dwelling and the surrounding homes; and shall be of substantially similar design and style to that of the original Dwelling.
- 1.3 Attached structures shall be constructed in a similar manner and of similar materials to those used in the construction of the original Dwelling.
- 1.4 Additions must be constructed of concrete block and stucco.
- 1.5 Windows and doors must match the style and type as the windows and doors of the main structure.
- 1.6 The color scheme shall be identical to the existing color scheme of the Dwelling.

- 1.7 Roofs shall be supported by wood trusses and shall be covered by substantially similar roofing material to that used on the original Dwelling; and shall be integrated into the existing roof or structure so as to provide continuity with the existing roof lines of the Dwelling.
- 1.8 Abrupt breaks in roof lines, or changes to roof lines which detract from the appearance of the overall Dwelling, are not permitted.
- 1.9 Rain and storm water from an addition or new grade of house must not run on to neighboring properties as to create a nuisance.
- 1.10 No filling or altering of swales, ditches or other natural or constructed water flow is permitted.
- 1.11 No garages shall be enclosed or converted into a living area and must at all times be used as a garage for car storage or storage of Homeowner's personal property, unless otherwise approved in writing by the ARB.
- 1.12 Use of Common Property to perform modifications, repairs, or maintenance to a Lot must be pre-approved by the Association, in advance. Any damage to Common Property or right-of-way areas such as sidewalks, curbs, grass, sod, shrubs or other areas shall be the responsibility of the Homeowner of the lot having the exterior modifications performed.

II. LANDSCAPE:

2.1 Landscape Alterations:

- a) Unless otherwise specified herein, modifications to the landscaping design may be undertaken only with the prior approval of the ARB, including but not limited to landscaping planting, hedges, decorative walls, structures, trellis, landscape ponds, fountains, landscape edging, landscape timbers or any other landscaping device or object or other improvement of any kind whether purely decorative or functional.
- b) Plantings must not obstruct the view of drivers on community roads or encroach into the path of pedestrians on the sidewalk.
- c) Artificial plants are not permitted.
- d) Artificial turfs are permitted only in the rear of a Dwelling, and only to the extent that it is not visible from the Dwelling's frontage, an adjacent parcel, or an adjacent common area.
- e) All front and side yards must be grassed/sodded, unless otherwise approved by the ARB.
- f) Notwithstanding the above, replacement or installation of annuals or like- for-like mulch or existing landscape bed material coverings do not require prior ARB approval.

- g) Properties may not have zero landscaping. At least fifty (50%) percent of the front yards and Dwelling must contain plantings within the front landscape beds.

2.2 General Maintenance:

- a) All landscaped areas, front, sides, and rear, shall be properly maintained on a regular and ongoing basis, including the care of trees, shrubs, annuals, sod and irrigation systems.
- b) Lawns must be mowed regularly to maintain a uniform height and look and shall not exceed 10" in height.
- c) During the months of April through October, mowing/edging shall be completed weekly. For the months of November-March, mowing/edging shall be completed bi-weekly.
- d) Edging of curbs, sidewalks, driveways and landscaping beds shall be regularly performed at each time of cutting. Edging and cutting along the sidewalk abutting a Lot and between the sidewalk along a Lot and the roadway is Owner responsibility.
- e) Clean edging is required for all lawn areas abutting or meeting the curbing, sidewalks, driveways, the Dwelling, garage, plant beds, pool equipment, porch/lanai foundations, utility boxes, fences, etc.
- f) Shrubs must be routinely trimmed to an even height and shall not extend onto the sidewalk or road.
- g) Leaves, plant trimmings and grass clippings must be swept/blown away from sidewalks, streets, and driveways after each cutting. No leaves, plant trimmings or grass clippings may be blown into the street, sidewalks, or drainage area.
- h) Weeds must be removed from lawns, plant beds, curbs, sidewalks and driveway cracks and regularly treated to prevent and minimize re-growth.
- i) Landscaping beds should be mulched and maintained. Mulching must be periodically replenished.
- j) Lawns should be on a regular fertilization program to promote health and color.
- k) Diseased grass and weeds must be immediately treated and/or replaced within sixty (60) days and may not affect neighboring lawns.
- l) Portions of the backyard of a Lot which are not visible from the street, including areas behind a fence, should be kept in good condition and shall not create an eyesore or nuisance to adjacent homeowners or become a habitat for pests or rodents.

2.3 **Appearance:**

- a) Approved sod is Saint Augustine or Bahia grass only.
- b) Lawns may not be entirely replaced with gravel or stone.
- c) Lawns must be kept weed and disease free without bare, dead, brown or burned spots.
- d) Insect and disease damage should be treated and mitigated immediately upon identification.
- e) Widespread disease damage or irreparable disease damage shall be addressed by re-sodding or other approved method within sixty (60) days from first treatment. All other causes of bare, dead, brown, or burned spots on lawns shall be addressed in a similar fashion.
- f) Landscape curbing will be allowed around mulched areas along the perimeter of the house and may be installed around a landscape island and must be constructed of decorative paver block.
- g) All plant beds, shrub beds, tree rings, and planting areas must be covered with a continuous mulch covering (3-inch standard depth). Permitted mulch types are: Pine Bark Chips or Nuggets, Shredded Cypress Mulch, Landscape Rock, or Rubber Mulch. The color for all mulch types must be a neutral, earth-tone based color. Pine Straw mulch is not permitted.
- h) Landscape curbing will be allowed around individual trees if installed to a diameter of at least thirty-six (36) inches in order to contain mulch and prevent damage to trees from lawn equipment. However, a minimum distance of six (6) feet shall be maintained between any landscape borders.
- i) Only traditional landscaping border material may be used. Wire, decorative plastic, resin and wood borders will not be approved, and railroad ties will not be permitted. Black or green plastic edging (standard roll edging) may be installed as long as the grass height covers 90% of the edging.
- j) All Landscape curbing must be well maintained, uniformed and free of mold and mildew.

SAMPLE OF APPROVED STYLES OF LANDSCAPE CURBING



Styles shown above are poured in place stamped concrete, stone look, retaining wall blocks, Keystone block, and stacked slate/stone. Colors may be muted tones of beige, tan, gray, terra cotta or natural concrete.

2.4 **Trees:**

- a) Yard trees and palms shall be pruned and maintained accordance to standard practices for the specific species and in accordance with standard neighborhood and Common Areas and Hillsborough County regulations.
- b) The trees shall be maintained at heights compatible with the homes and neighboring properties and shall allow a minimum of twelve (12) feet of clearance over roads, driveways, and sidewalks.
- c) No overhanging tree branches shall obstruct sidewalks and must be kept trimmed to twelve (12) feet in height over sidewalks. Homeowners may trim branches which overhang property lines.
- d) Owners shall obtain approval from ARB prior to removing¹ a tree on their Lot.
- e) Removed trees from easement must be replaced with county approved trees at least five feet in height listed on our website in approximately the same location.
- f) Dead trees shall be removed and replaced, upon approval by the ARB.
- g) Dead branches and palm fronds must be removed from trees.
- h) New trees must be selected from the Hillsborough County Florida Approved Tree and Hedge Material Lists.
- i) Owners shall remove any stump for any tree that has been uprooted or removed.

2.5 **Shrubs, Bushes and Hedges:**

- a) Free standing shrubs, bushes and hedges must be pruned to maintain a neat appearance and in accordance with standard gardening practices for the specific species.

¹ Please note that removal of trees may require a county permit. You are responsible for ensuring compliance with municipal guidelines.

- b) Owners shall obtain approval from ARB prior to removing bushes, shrubs, or hedges from their Lot. Removed bushes, shrubs, or hedges must be replaced with a similar quantity of bushes, shrubs, or hedges in approximately the same location.
- c) The height and width of shrubs, bushes and hedges will be compatible with the homes and neighboring properties.
- d) Bushes, shrubs, hedges, or plants need to be kept trimmed as to not encroach into the path of pedestrians on the sidewalk or traffic in the street.
- e) Invasive and nuisance plantings are not permitted.
- f) Notwithstanding the above, replacement or installation of annuals or like- for-like mulch or existing landscape bed material coverings do not require prior ARB approval.

PRE-APPROVED PLANT LIST

Below are the pre-approved plant lists. Additional plants may be considered by the ARB and the Board of Directors, upon submission of a completed ARB application.

Trees and Palms:

Common Name	Botanical Name
Christmas Tree Palm	Adonidia merrillii
Hibiscus Standard	Hibiscus sinensis
Eagleston Holly	Ilex x attenuata 'Eagleston'
Japanese Privet	Ligustrum japonicum
Chinese Fan Palm	Livistona chinensis
Pigmy Date Palm-Triple	Phoenix roebelenii
Live Oak	Quercus virginiana
Queen Palm	Syagrus romanzoffiana
Sabal Palm	Sabal palmetto
Royal Palm	Roystonea regia
Foxtail Palm	Wodyetia bifurcata
Areca Palm	Areca catechu
Crepe Myrtle	Lagerstroemia
Magnolia	Magnolia grandiflora

Shrubs and Plants:

Common Name	Botanical Name
Bravo Croton	Codiaeum variegatum 'Bravo'
Green Island Ficus	Ficus microcarpa 'Green Island'
Fire Bush	Hamelia patens
Hibiscus	Hibiscus
Dwarf Yaupon	Ilex vomitoria 'Stokes Dwarf'
Red Ixora	Ixora coccinea 'Nora Grant'
Downey Jasmine	Jasminum multiflorum
Brazilian Jasmine	Mandevilla Sanderi
Orchids	Orchidaceae
Split Leaf Philodendron	Philodendron selloum
Yew Pine	Podocarpus macrophyllus
Mexican Petunias	Rumelia simplex
Sage	Salvia
Dwarf Green Schefflera	Schefflera arboricola
Dwarf Variegated Schefflera	Schefflera arboricola 'Variegata'
Giant Bird of Paradise	Strelitzia Nicolai
Wandering Jew	Tradescantia
Fakahatchee Grass	Tripsacum dactyloides
Sweet Viburnum	Viburnum odoratissimum

2.6 Irrigation:

- a) Lawns and other landscaping shall be watered as needed and as permitted by state and local ordinance, in order to maintain growth and a healthy condition.
- b) Irrigation may be by automatic sprinkler or manual/hand watering methods. If manual methods are used, the watering equipment must be removed immediately after watering is complete.
- c) Automatic sprinklers shall be maintained to promote watering of the area to be watered and aimed in such a manner to avoid sidewalks and hindering pedestrian traffic.

2.7 Vegetable, Herb and Cutting Gardens, Fruit Trees, and Compost Bins:

- a) Vegetable, herb and cutting gardens, and fruit bearing trees shall be confined to the fenced rear yard, out of view from the community streets and common areas or shall otherwise be placed only on enclosed patios or lanais in garden pots.
- b) Trees must be maintained so that fruit is not allowed to fall and remain on the ground, and in no circumstances shall fruit be allowed to fall onto neighboring properties.
- c) To prevent odors, rodents, other animals, pests, or any nuisance to neighbors, fruit bearing trees may be planted no closer than 5' from the property line, within a fenced rear yard, and out of view from the community streets and common areas.
- d) Fruit bearing trees, along with vegetable and herb growing plants shall be maintained regularly to prevent excessive growth.
- e) All vegetable and herb plants shall not exceed four feet (4') in height unless the rear yard is fenced, in which case they shall not exceed height of fence.
- f) Gardens and fruit trees shall be properly maintained during the growing season and thereafter, all dead plants, stakes or other materials shall be removed.
- g) Fallen, dead and decaying fruit must be regularly removed and disposed of from the yard.
- h) Composting is only permitted in commercially manufactured bins designed specifically for suburban composting and must have ARB approval prior to placement of the bin on the Lot. Any such bin shall be covered at all times and located in the rear of the property.
- i) Compost bins may not exceed 3 feet wide, 3 feet long, and 3 feet high.
- j) Compost bins shall be located a minimum of ten feet (10) from neighboring property lines and must be screened from view from the community streets and common areas.

- k) Should an adjacent property owner complain regarding odors, rodents or other animals that are attracted to the bin, the Association will notify the Owner in writing and they must immediately remedy the situation. In the event that the Owner does not abate the problem within ten (10) days from receipt of notice, the Association shall have the right, without further notice to enter the property and remedy the problem. All expenses incurred shall be assessed to the homeowner.

2.8 Lawn Ornaments and Landscape Fountains:

- a) Ornaments or decorative embellishments include those on lawns, landscape beds, entryways and those mounted on the house that are visible from the street Common Area.
- b) Lawn ornamentation that is four (4) foot in height and visible from the roadways or neighboring Dwelling or Lots will require a submission of an ARB form and approval prior to any erection.
- c) All lawn ornaments must be in good repair and free from mold, mildew or discoloration.
- d) Lawn ornaments shall be removed upon issuance of any storm warnings of Tropical Storm Warning or higher.
- e) Flowerpots containing dead plants and empty flowerpots shall be removed from public view immediately.
- f) Lawn ornaments must be displayed in a respectful manner without containing foul language or other offensive depictions, conduct, or messaging.

SECTION IV - LOT MAINTENANCE AND STANDARDS

a) Hurricane Preparation and Protection:

1. Temporary hurricane shutters fabricated with corrugated steel, Kevlar, clear polycarbonate, plywood, or aluminum panels shall be permitted and installed upon the issuance of a tropical storm or hurricane watch and must be removed within five (5) days after a hurricane watch is lifted. The mounting brackets for hurricane protection must blend into the exterior walls of the exterior of the home (i.e. painted the same color as exterior of the home).
2. Hurricane boarding/covering with temporary hurricane protection may not be installed more than Seven (7) days in advance of a named storm and removed within five (5) days after storm leaves the area.
3. All lawn ornaments shall be removed upon issuance of any storm warnings of Tropical Storm Warning or higher.
4. Play equipment must be properly stored and secured to prevent debris and projectiles in advance of a named storm.

5. For safety reasons, all lawn ornaments shall be removed when residence is unoccupied for a period of seven (7) days or more during Hurricane Season.
6. Permanent hurricane shutters such as accordion style, retractable, rolldown, and/or other types of permanent hurricane shutters, and hurricane impact-resistant windows and doors are permitted upon prior written approval of ARC in accordance with ARC Guidelines.
7. Permanent hurricane shutters may be installed over windows, single or double door entries, sliding glass doors, and over patio and/or lanai coverings. Permanent hurricane shutters may be manually operated, electric, or spring loaded.
8. The permanent hurricane shutters must match (as closely as possible) the color of the house, window trim, or the bronze color of the house windows frames and eave. The mounting brackets for hurricane shutters must blend into the exterior walls of the exterior of the home (i.e. painted the same color as exterior of the home).
9. The permanent hurricane shutters are only permitted to closed upon the issuance of a tropical storm or hurricane watch and must be removed or opened to original stored capacity within five (5) days after a hurricane watch or tropical storm watch is lifted.
10. Colonial Hurricane Shutters and Bahama Hurricane Shutters are not permitted.

b) **Mailboxes:**

1. Mailboxes must be white plastic with three (3) inch black address numbers.
2. Replacement mailboxes, mailbox numbers, and mailbox posts are the responsibility of the Owner.
3. Owners shall clean their mailboxes regularly with a detergent containing bleach as necessary to maintain a clean appearance.
4. Newspaper or other tubes will not be allowed.

c) **Signs and Flags:**

1. Except as otherwise provided by Section 720.304 *Florida Statutes* no more than two (2) flags may be displayed.
2. Permitted flags are American, Army, Navy, Air Force, Marine Corps, or Coast Guard, POW-MIA flag, or sport or college team and not larger than 4½ feet by 6 feet.
3. Inground flagpoles require ARB approval. Flagpoles cannot exceed twenty (20) feet in height.
4. Flag mount attached to the Dwelling may not exceed five (5) feet.
5. Political signs are not permitted.
6. Security signs are authorized in landscaping near the front and rear Dwelling door(s) and may not exceed 6 inches by 8 inches.
7. Advertising or marketing flags and signs are not permitted.

8. For Sale signs must be no larger than 18" x 24" and height maximum of 3'.
9. Small Garden flags and seasonal flags are permitted without ARB approval but may not exceed 18" x 12".
10. All signs and flags must be displayed in a respectful manner without containing foul language or other offensive conduct or messaging. Flags must be maintained and in good condition.

d) **Sidewalks, Driveways and Pavers:**

1. Any driveway, sidewalk or pathway alterations, other than like-for-like replacement, must be submitted to the ARB for approval.
2. Sidewalks and driveways shall be kept clean and stain free without mold, mildew, or discoloration.
3. ARB approval must be obtained prior to painting or staining any driveway, or pathway.
4. Any driveway, sidewalk, or pathway may only be painted or stained in a natural earth tone and stone color and may not be painted or stained in the same color as the Dwelling.
5. Driveways are to be constructed of solid concrete or decorative pavers. Painting or staining does not negate the "solid concrete or decorative pavers" requirement and remains subject to ARB aesthetics.
6. Concrete extensions of original driveways are permitted up to two (2) feet on either side of the driveway, only after ARB approval.
7. Paver sidewalks are permitted, only after ARB approval.
8. Paver borders around concrete driveways are permitted, only after ARB approval.
9. Sidewalks, driveways, and concrete pavers must be maintained to reduce and prevent tripping hazards.
10. Any driveway extension, repair, or replacement must be professionally installed.
11. Sidewalk cleaning is the homeowner's responsibility.

e) **Trash, Recycling, and Lawn Waste:**

1. Trash and recyclables must be kept in containers with securely closed lids and/or within containers as issued by Hillsborough County.
2. Loose garbage, waste, or debris must be securely contained within a trash receptacle and may not be placed outdoors only within a garbage bag.
3. Garbage containers must be stored within an enclosed garage or screened completely from view and not visible from the street or adjoining properties.
4. **Containers are to be placed curbside in front of the Lot the night before or the day trash is to be collected.**

5. **Containers must be collected from the road by the end of trash collection day.**
6. Lawn waste must be in containers, bags, or bundled or neatly stacked.
7. Lawn waste can only be placed curbside no earlier than two nights before lawn waste is collected.
8. Garbage containers must be kept in a clean and sanitary condition to prevent noxious and offensive odors.
9. Any loose waste, debris, or garbage is required to be promptly removed and cleaned up by the homeowner.
10. Under no circumstances will grass or rubbish be disposed of within protected areas which include ponds, drainage easements and wetlands. Grass clippings will not be blown into storm drains.

f) **Garden Hoses, Watering Equipment, Water Softeners, Exterior Tanks or other similar equipment:**

1. Garden hoses and lawn watering equipment must be stored neatly on the sides or rear of the house, on a hose reel or in the garage when not in use.
2. Above ground tanks, generators, exterior tanks, water softeners, or any other similar equipment, and all pool equipment should be screened from view with fencing or with landscaping or other methods acceptable to the ARB.

g) **Barbecues/Smokers/Fire Pits:**

1. Barbecue grills and smokers may be located or permitted upon the back patio or rear yard within the side setbacks of a Lot.
2. If not screened from view of the neighboring property by a fence, barbecue grills and smokers must remain covered when not in use and maintained in good condition.
3. Built-in barbecue units shall be located within the rear lanai area and designed as an integral part of the house. Their location must be carefully planned to minimize smoke or odors affecting neighboring properties.
4. Fire pits and permanent barbecue pits are permitted only in the rear yard and must be constructed of decorative block or pavers. Pavers must be a neutral, earth tone color with a brown or gray base color.
5. No grill, smoker, or fire pit may be placed in a set-back or easement and must be built within the side walls of the Dwelling and may not be visible from the street in front of the Dwelling.

h) **Gas Tanks, and Generators:**

1. Whole house generators (ex. Generac) must be approved by the ARB
2. Permanent or hard-wired generators may be installed and mounted on a concrete pad outside of the side or rear of the Dwelling. These generators are normally hard wired to the house's electrical system and run off natural gas.
3. Generators or above ground gas or fuel storage tanks shall be screened from view from the street with shrubs or other landscaping or an approved fence.
4. Portable generators shall be stored in the garage and only placed outside during periods of power outage. They shall be operated in accordance with the manufacturer's directions and located as far as possible from all adjacent homes.
5. The generator's noise level must not exceed 65-75 dB, measured from 23 feet (7 meters) away, in compliance with local noise ordinances.
6. All installations must comply with local building codes and safety regulations.
7. Homeowners are responsible for ensuring that any hurricane protection systems are installed and maintained properly.

i) **Sports/Play Equipment and Accessory Structures:**

1. All exterior recreation and play equipment such as swing sets, jungle gyms and soccer goals must be located within the rear yard of the property and must be screened from public view and properly secured in accordance with installation requirements.
2. All play equipment must be maintained on a regular basis by the owner to preserve aesthetic standards.
3. Portable recreation equipment and toys must be removed from public view when not in use.
4. Play/yard structures' visual impact to neighboring units and/or the street shall be considered, and shall be buffered as much as possible, preferably with landscaping.
5. One (1) portable basketball hoop is permitted on a Lot if it is maintained and kept in good repair.
6. Basketball hoops should be stored in the garage, backyard, or at the side of the home, outside of view from street, when not in use.
7. No permanent basketball hoops are permitted.

j) **Storage Sheds:**

1. Storage sheds must be approved by the ARB.
2. Small sheds (<200 sq. ft.) may be permitted on property by committee approval only.
3. All storage sheds must comply with Hillsborough County Code.

4. Storage Sheds may not be placed within setback requirements or conversation areas.
5. Storage sheds must be limited in height (no higher than 6 feet) and shielded behind a fence so as not to distract from the appearance of the property and adjacent homeowners.
6. Sheds on pond or lake front properties are not permitted, unless constructed on the side of a Lot or fully screen from view with landscaping.
7. Temporary storage units may be used for loading or unloading on a temporary basis not to exceed seventy-two (72) hours in any thirty (30) day period.

k) **Pools, Spas, Patio Decks and Enclosures:**

1. All pools shall be located fully in-ground, constructed of poured concrete or molded fiberglass shell and shall be surrounded by an approved pool decking.
2. Pools, spas, patios, and decks must be located in the rear of the Dwelling.
3. Spas may be either in-ground or stand alone and shall be surrounded by an approved pool decking.
4. Pool and spa decking shall be constructed of a poured or sprayed concrete material, tile, brick, stone slab or pebble stone in epoxy.
5. Pool and patio decking shall be located contiguous to the rear or side of the Dwelling.
6. Above ground pools are strictly prohibited.
7. A seven and half (7.5) foot setback is required on either side of the property line.
8. Heat pumps, propane heaters and tanks cannot be visible from the street or neighboring property and must be screened from view with landscaping and/or an approved four (4) foot high fence.
9. All pools shall be surrounded and protected by at least a six (6) foot high fence or a screened patio enclosure.
10. All pool entry points shall be protected by self-latching child safety latches and meet appropriate County and State safety regulations.
11. Pool and patio enclosures shall be fully screened and must be attached to the main structure of the Dwelling, may not exceed the side plane of the Dwelling, and shall be constructed of black, bronze or white aluminum with gray or black screening only.
12. All decks and patios shall be solid poured concrete or concrete pavers in an earth tone color to complement the color palette of the house. Wooden or composite material decks may be considered based on the grade and terrain of the Lot and will be reviewed by the ARB on a case-by-case basis.
13. Patios, lanais, and pergolas are permitted in the rear of a Lot only. Pergolas must be built within the side walls of the Dwelling so that it is not visible from the street

in front of the Dwelling. Pergolas must be constructed of pressure-treated wood products. All pergolas must be stained with a natural finish.

14. Patios and decks may not be used for storage purposes.

l) **Satellite Dishes, Aerials, Antennas, and Lightning Protection:**

1. Satellite dishes may not be more than eighteen (18”) in diameter and must be secured to withstand storms, unless otherwise permitted by law.
2. Approved exterior reception equipment must be mounted so as to provide minimal visual impact to neighboring homes.
3. No exterior reception equipment shall be mounted forward of ten (10) feet back from the front of the Dwelling or on the frontal portion of the roof of the Dwelling structure and no part of the reception equipment may sit higher than the highest part of the roof of the Dwelling unless otherwise permitted by law.
4. Lightning Protection: The installation of lightning arresting ground rods, roof spikes and cables are permitted.
5. Lightning arrest equipment components should be selected so as to provide minimal visual impact to the surrounding community. No large globes may be placed over the spikes.

m) **Fences/Boarder Hedges:**

1. All fences of any type/size require ARB approval prior to commencement of any work.
2. Fences shall be placed wholly within the Owner’s Lot and shall not encroach on any common area.
3. Fences may not be constructed in an easement.
4. All set back requirements must be strictly complied with, including but not limited to, set back requirements relating to wetlands and conservation areas.
5. Fences shall be erected so that fence posts will face to the interior of the property.
6. Fencing must be maintained: broken or damaged slats must be replaced. If painted or stained the fence must be kept consistent as well.
7. All licenses and permits, if required by Hillsborough County shall be the responsibility of the Owner and will be required prior to construction.
8. All fences shall meet as a minimum the Hillsborough County regulations for permitted fences.
9. Fences are required to be cleaned, kept free of mildew and sealed using a natural color product.
10. Chain link fences are not permitted.
11. Fences may be constructed of white vinyl.

12. Fences height shall be either six (6) or four (4) feet. Rear property line fences on lake or pond lots are limited to four (4) foot in height. It is required that fences follow the contour of the lot on which they are installed.
13. No fence shall be installed any closer than ten (10) feet back from the front facing corners of the house measured from the side where the fence is to be located.
14. Under fencing add that: Any fence within a drainage easement must comply with all drainage restrictions (See Declaration Article IX, Section 11).
15. Border hedges must be trimmed to maintain the same height requirements as fences would have for the same placement on the property and in the community.

n) **Accent and Landscape Lighting:**

1. Lighting shall be low level and shielded.
2. Junction boxes and other lighting hardware shall be screened by landscape material to minimize daytime visibility.
3. Lights may not shine onto other Lots or onto the sidewalk or street.
4. Lighting shall be aimed in a manner that it does not shine on, interfere with, or become a nuisance to neighboring properties and street traffic.
5. Post mounted lights shall not exceed twelve (12) inches in height, hanger mounted lights shall not exceed twenty-four (24) inches in height from the top of the light fixture to ground level. Lights may not interfere with lawn maintenance.
6. Landscape lighting, solar or wired, may only be installed in landscaping beds and along the walk from the front door to the driveway. It may not be installed along the sides of the driveway, adjacent to the sidewalk or between the sidewalk and the street. Individual lights shall be black, white, or natural metal in color (silver, gold, bronze, copper).
7. Flood lights are not permitted.

o) **Holiday Displays and Decorations:**

1. Reasonable holiday displays and decorations shall be permitted and do not require submission of an ARB form.
2. Holiday displays and decorations shall be displayed in accordance with the following restrictions:
 - Christmas/Winter Decorations: Must not be installed earlier than November 1 and must be removed by January 10th.
 - Other Holiday Decorations: May be visible for a total of forty-five (45) days.
3. Except for the above display times, holiday displays and decorations shall be removed from all areas visible from the outside of the Dwelling.
4. Fireworks are not permitted to be used on your Lot.

p) **Animals:**

1. All animals must be leashed at all times when they are not in a fully enclosed yard.
2. Pet owners must pick up and properly dispose of pet waste.
3. Pets/animals cannot be left outside if they make continuous noise.
4. No tethering of animals permitted.
5. Livestock or Poultry are not allowed.
6. Pet owners are responsible for any damages caused by their pet.
7. Pets may not be an annoyance, nuisance or disturb the peaceful enjoyment by other residents.

q) **Construction Debris:** The homeowner is responsible for ensuring that construction debris, as a result of dwelling or lot improvements, shall be disposed of promptly and in the proper manner.

r) **Damage:** Owners are responsible for seeing that damage caused to easements, sidewalks or rights-of-way, etc. by persons in their employ is repaired within fifteen (15) days.

Pest Control: Owners are responsible for maintaining their property in such a manner to prevent the infestation of pests, including rodents and insects. Immediate steps must be taken to immediately remove or eliminate such pests or infestations.

s) **Residential Use:**

1. No lot or Dwelling shall be used except for residential purposes by a single family.
2. Single Family means one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three (3) persons not all so related, together, maintaining a common household in a Dwelling.
3. No trade, business, profession or other type of commercial activity, which can be detected by sight, sound, or odor from the exterior of the Dwelling or Lot or causes increases in traffic or transient guests, shall be carried on upon any Lot or within any Dwelling.
4. No more than one detached, single-family dwelling may be constructed on any lot as shown in the subdivision plat.
5. Residents and homeowners may not engage in any activities that constitutes an annoyance to residents or interferes, with the peaceful possession and proper use of the property by residents, or otherwise constitutes a nuisance or source of embarrassment, discomfort, interferes with the peaceful possession or proper use of the community properties, or becomes an annoyance to the neighborhood.
6. **Nuisance/Annoyance:** A nuisance or annoyance is presumed if independently observed or documented by law enforcement, management, or if more than two (2)

occurrences are reported or documented by two (2) or more members and/or management, within a sixty (60) day period. The Association does not have authority to take action when it is just one person's statement versus another, without independent verification or documentation of nuisance behavior.

7. Improper conduct, obscenities, verbal or physical threats by Owner (and/or guests, invitees and tenants if applicable) will not be tolerated anywhere on within the Community. Actions of any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members (and/or guests, invitees and tenants if applicable) are responsible for the behavior of their family, guests and invitees.
8. All children under the age of twelve (12) shall be supervised by an adult eighteen (18) years of age or older when playing within or utilizing the Common Areas.
9. No Owner guests, invitees and/or tenant may trespass over, upon, or within another Owner's Lot.
10. Parents shall be held responsible for the misuse, inappropriate actions, trespassing, or any damages caused by their children.

t) **Leasing/Occupancy Restrictions:**

1. A "lease" shall occur when a Dwelling is occupied by a person who does not have a permanent residence elsewhere while the Owner resides elsewhere; or the occupancy of a Dwelling by any person other than a record owner, whether by oral or written agreement, with or without consideration, for any period of time exceeding thirty (30) consecutive days; or the occupancy of a Lot by an adult person who is residing at the Lot in exchange for consideration.
2. Any adult occupants of a Dwelling, other than the owners of the Dwelling, shall require an application, background check, and written approval of the Association regardless of whether the Owner resides within the Dwelling concurrently.
3. All leases shall require that the Dwelling be used solely as a private single-family residence. Single Family means one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three (3) persons not all so related, maintaining a common household in a Dwelling.
4. All leases shall provide that the Occupants(s), Tenant(s) and their guest(s) and invitee(s) must comply with the Declaration, Articles of Incorporation, Bylaws, and rules and regulations of the Association. The Homeowner is responsible for all conduct and actions or inactions by the Occupants, Tenants, and their guests and invites.
5. Individual rooms of a Dwelling may not be leased on any basis. No Dwelling shall be used as a hotel, temporary housing establishment, AirBnB, VRBO, vacation rental, bed and breakfast facility, assisted living facility or similar establishments. No Dwelling shall be used as transient housing.

6. No Dwelling may be leased during the first two (2) years of ownership by the Owner of that Lot.
7. A Dwelling may be leased for only twelve (12) month periods. No Dwelling may be leased more than two (2) times in any calendar year.
8. Homeowners must ensure that the number of occupants listed on the lease matches the number of occupants living in the Dwelling. If additional Occupants move in, the Association Manager must be notified so the Association knows who is residing in each Dwelling.

SECTION IV - DWELLING EXTERIOR

a) **Maintenance:** Dwellings shall be maintained in a well-kept condition at all times.

1. Exterior walls, shingles, gutters and down spouts, windows and sliding door screens, screen cages, soffits, fascia shall be kept free of mildew, stains or any other discoloration.
2. Items such as roof shingles, shutters, gutters and down spouts, etc. damaged by weather or in need of repair for any reason shall be repaired or replaced within thirty (30) days.
3. Roof shingles, shutters, gutters, and down spouts must be kept clean of dirt, algae and mildew.
4. All outdoor spaces shall be kept clean and free of debris, trash, toys, or equipment.
5. Exterior window ledges must be kept free of noticeable mold, dirt, debris, and bug remnants.
6. No Lot shall be used for the storage of rubbish and/or equipment. No items may be stored in the driveway, front walk, or the sides of a Dwelling within the community.
7. Homeowners are responsible for keeping driveways, sidewalks, and exterior of the dwelling clean and free of mold/mildew and other matter that causes staining.
8. Pressure washing of sidewalks and driveways should be done once a year or as needed by the homeowner.
9. All building surfaces are to be clean, unstained, and intact.
10. Faded paint, water stains, cracks, or missing stucco require immediate attention and repair.
11. All gutters must match the exterior house color, trim color and/or window metal color.
12. Gutter downspouts must not concentrate water flow onto neighboring properties.

b) **Windows/Window Coverings:**

1. Blacking out windows with aluminum foil, mirror tint, newspaper, sheets, towels or the like is strictly prohibited.

2. Air conditioning units or fans shall not be installed in the windows or walls of the Dwelling.
3. Windows and grids must be kept free from dirt, mildew, algae and any other discoloration.
4. Bent or damaged blinds must be replaced as necessary.
5. The Association recommends that all windows have blinds or window treatments to avoid visibility into the home. The Association further recommends neutral color blinds or window treatments.

c) **Exterior Paint:**

1. The exterior of the Dwelling must be free of mildew and repainted when paint is "chalking" or paint is visibly discolored.
2. ***Please reference the approved colors on the Association's web portal for approved color palette choices.***
3. Owners must obtain ARB approval prior to painting a Dwelling a new or different color from the original color scheme.
4. Requests for ARB approval should clearly indicate which color and color # is being selected for each of the following: (1) the body color; (2) trim color; and (3) door color or style.
5. Exterior doors paint colors should complement Dwelling color and fit with overall neighborhood character. Exterior door colors must be approved by the ARB.
6. Owners, after approval from the ARB, may install a wood, metal or glass decorative door.
7. Garage doors must be the same color as the body of the Dwelling or the trim of the Dwelling.
8. The ARB or another committee designated by the Board of Directors may consider additional color choices upon request by a homeowner. Although the community already offers a wide range of color options, any new request must still receive final approval from the Board of Directors before being added to the list of approved paint schemes.
9. Notwithstanding the above, under no circumstances will black paint be considered as a base color.

d) **Roof/ Shingles:**

1. Permitted roofing material is: asphalt shingles only, unless otherwise permitted by law.
2. Replaced roof shingles must be compatible in style and color to blend with the rest of the community and pre-existing roof.
3. Replaced roof shingles must match pre-existing roof.

4. For a full roof replacement, shingles may be black, earth tone, gray, or blue, and the color must be compatible with the home's exterior paint. Please refer to the Association's approved roof-shingle list for the specific options allowed for complete roof replacement.
5. The ARB or a committee designated by the Board may consider additional roof-shingle colors on request. The current palette includes black, earth tones, gray, and blue, and any new color must receive Board approval before being added to the approved list.

e) **House Numbers:**

1. Visible house numbers must be installed and maintained on the exterior of all Dwellings and must be legible and visible from street view.
2. House numbers must be replaced when missing and/or damaged.

f) **Solar Panels:**

1. All solar panels must be flush mounted to the roof. Panels may be slightly raised, but must remain parallel to the roof surface, unless otherwise permitted by law.
2. All solar panels must be standard black or dark blue color with no special patterns (any pattern must be standard for the type of panel selected), unless otherwise permitted by law.
3. Any solar panels mounted in locations visible from the street must be "all-black," if readily available. Solar panels with plain aluminum frames and/or white "checkerboard" grid patterns are not allowed, unless otherwise permitted by law.
4. All solar panels and mountings must meet wind requirements set by Florida law and must be professionally installed.
5. The ARB may determine the specific location where solar collectors may be installed on the roof within an orientation to the south or within 45° east or west of due south if such determination does not impair the effective operation of the solar collectors.
6. Solar panels may only be placed on roofs.

g) **Electronic Vehicle Charging Stations:**

1. Electronic vehicle stations must be installed within the Dwelling's garage and not installed on any portion of the exterior of the Dwelling.
2. Vehicles may not be charged within the community streets.

SECTION V: VEHICLES AND PARKING

1. All motor vehicles shall be legally registered and have valid license plates.

2. No abandoned, inoperative or non-licensed vehicle shall be parked on a Lot within view from any street, sidewalk, adjacent residence or common property. If a vehicle is covered, the license must be visible.
3. Registered vehicles shall be parked within garages or on paved driveways or paved streets.
4. No vehicle, including work vehicles, shall obstruct the sidewalk, block driveways, or block mailboxes.
5. No vehicles shall be parked on any yard, Common Area or grassy strip between the sidewalk and the street.
6. Trailers, boats, campers, trucks, mobile homes, recreational vehicles are not permitted to parked within the Properties, except within the garage or otherwise outside of street view and are prohibited from being parked on any yard, Common Area, grassy strip between the sidewalk and the street and must be parked within a garage.

Commercial Vehicles:

As provided in Section 207.002(1) *Florida Statutes*, “Commercial motor vehicle” means any vehicle not owned or operated by a governmental entity which uses diesel fuel or motor fuel on the public highways; and which has a gross vehicle weight in excess of 26,000 pounds, or has three or more axles regardless of weight, or is used in combination when the weight of such combination exceeds 26,000 pounds gross vehicle weight. The term excludes any vehicle owned or operated by a community transportation coordinator as defined in Section 427.011 *Florida Statutes*, or by a private operator that provides public transit services under contract with such a provider.

The term commercial vehicle shall not be deemed to include an automobile issued by the County, City, or other governmental entity (i.e., police cars) or a recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21’5” in length or clean “non- working” vehicles such as half ton to 1 ton pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for personal transportation.

Commercial Vehicles, including those vehicles that are displaying racks, hooks, toolboxes, or ladders, or registered for a commercial purpose, shall be parked only in garages.

Commercial vehicles are prohibited from parking within community streets.

Work Vehicles:

Owners may park their work vehicle, regardless of commercial signage, in the Lot driveway, so long as it is not a Commercial Vehicle.

Non-passenger Vehicles:

Unless otherwise permitted by law, non-passenger vehicles may not be parked or stored on a Lot, driveway, or street except in enclosed garages, or in areas which completely screen or blind the equipment from streets, sidewalks, adjacent residences and Common Area.

Non-passenger vehicles include chassis mount campers, motor homes, private motor coaches, trailers of all types, camp trailers, transporters, travel trailers, park trailers, buses, construction equipment and all vehicles classified as “For Hire”.

Boats and Recreational Vehicles:

Boats, boat trailers, golf-carts (unless permitted for use on public streets), jet skis, other watercraft and off-road vehicles (collectively “Recreational Vehicles”) may not be parked or stored on a Lot, driveway, or the street. Recreational vehicles may only be kept in enclosed garages, or in areas which completely screen or blind the item from streets, sidewalks, adjacent residences and Common Area.

Notwithstanding the above, the temporary, nonrecurring parking of trucks, commercial vehicles, recreational vehicles such as motor homes, campers, house trailers, boats and boat trailers to provide pickup, delivery, repair or maintenance of a Lot, or other such service and/or for loading or unloading is permitted prior to sundown for not more than forty-eight (48) consecutive hours, unless an extension is approved in writing by the Board of Directors, in advance.

Construction Equipment Exception:

Any vehicle of persons actively engaged in construction or repair of a residence shall be permitted to park in the driveways and streets during such construction or repair.

SECTION VI: COMMUNITY FENCE/WALL

1. Those fences and walls installed and maintained on Common Area shall be the responsibility of the Association for maintenance and repair.
2. Owners whose Lot abuts the Common Area fence or wall shall make no changes, additions, or attachments to the Common Area fence or wall that abuts their respective Lot.
3. Owners are responsible for the maintenance of all trees, bushes, hedges and other planting on their Lot so as to ensure the same is kept regularly trimmed, to prevent any encroachment and overhang onto the Common Area fence or wall of any trees, bushes, hedges, or other plants from the adjacent Lot.
4. Additional fencing by Owners may not be constructed parallel to an existing border wall or fence or in a manner which would prevent access by the Association or its agents to access the border wall or fence for required maintenance and repair.

SECTION VII: ADMINISTRATION AND POLICIES

1. COMMUNITY COMMUNICATIONS:

- a) Community bulletin, letters mailed and emailed to Homeowners, or communications posted on the official website of the Association are the official sources of Association news and items of community interest. Homeowners may opt in to electronic communications.
- b) Any social media and online are informal, social communications and are only supplementary to the official sources of communications. The Association does not monitor supplementary communications sites and is not required, obligated to review or to comment on information discussed therein.

- c) Emails may be used as official communications, if the unit owner has consented to notice by electronic transmission. Consent forms are available through management and HOA website.

2. MEMBERS DECORUM AND CODE OF CONDUCT

a) This Members Code of Conduct (“Code”) shall apply to ***all board members, committee members, members, owners, residents, unit occupants, tenants, guests, and/or invitees of the Association*** and any member representatives in their attendance at board meetings, committee meetings, member meetings and communications with members of the Board, committee members, other members of the Association, the Community Association Manager (CAM), and management company personnel. This Code shall apply to anyone who attends a meeting ***and to all communications whether written or verbal*** and delivered by mail, electronic means, facsimile, telephone, in person, or otherwise are considered communications with the Association for the purpose of this Code. All communications should be delivered ONLY to the official corporate addresses of the Association.

b) This Code establishes a code of conduct, standards of behavior, ethical rules, and enforcement procedures.

c) This Code is intended to maintain a high standard of professional and ethical conduct in the performance of Association business and is essential to conduct efficient and effective Association business.

d) The Association shall have the authority to enforce this Code using any means available under the Association’s Restrictions and state laws.

Code of Conduct

1. Members shall act in the best interests of the Association as a whole.

2. Members shall behave appropriately at meetings and refrain from speaking until recognized by the meeting chair. Language at meetings and in written communications shall be kept professional, and those speaking at any meeting shall remain calm and controlled. No vulgarity or cursing will be tolerated. Though differences of opinion are inevitable, they must be expressed in a professional, respectful and courteous manner.

3. Further, all communications, whether written or verbal, directed to the Association, members of the Board, committee members, residents, other members of the Association, the Community Association Manager (CAM), and/or management company personnel, shall be professional, courteous, non-threatening, and respectful. No vulgarity, threatening demeanor, intimidation, or cursing will be tolerated.

4. All official written communications to members of the Board, committee members, other members of the Association, the Community Association Manager, and management company personnel shall be directed to the Association at its designated email address or via U.S. Mail to the address of record for the Association, as indicated with the Division of Corporations at the attention of the Association’s Registered Agent. All written communications should be delivered **ONLY** to the official corporate address of the Association as filed with the Division of Corporations.

5. All official communications from the Association shall be approved by a quorum of the Board of Directors.

6. Social media platforms are not managed or controlled by the Association. Any social media communications may be used only as a means of courtesy notice of meetings and agenda and shall not be forms of communications by and between the Association.

7. During meetings, members will conform to the items of business set forth in the meeting agenda and shall limit remarks and discussion to agenda items and other items of business properly advanced at the meeting, abiding by the time limits set by the meeting chair.

8. A member wishing to speak shall provide a written request to the Secretary (or other designated individual) prior to the meeting being called to order which states his or her name, address and agenda topic he or she wishes to address. A member wishing to speak should wait until such time as the chair asks if there are any persons present who wish to speak on an issue being addressed at the meeting. At that time, the member should stand or come forward to be recognized by the chair. The chair shall then select the order in which comments are taken and the person to speak.

9. The selected member should state his/her name and address in a clear voice.

10. The member should only direct his/her comments to the chair.

11. The member will only be allowed to speak for a maximum of three (3) minutes on agenda items, unless allowed greater time by approval of the chair or through a proper motion and vote. Time is not transferable to another member.

12. The chair may ask clarifying questions, which will not be included in the three (3) minute timeframe allocated to the member.

13. The member must remain calm and respectful while speaking, and upon conclusion of the allotted time, the member must return to his/her seat and remain seated.

14. The member may not knowingly provide false information.

15. The chair may, but is not required to, direct other members to answer questions or may respond his or herself to issues, questions or address concerns, on behalf of the Board, at the conclusion of each member's allotted time.

16. A member attending a virtual meeting shall be required to display their name and verify their property address prior to admittance.

Recording the Meeting

1. Florida Statutes give owners the right to record any meeting of the Board. However, the Association has the right to adopt rules regulating the use of recording devices during meetings. The rules below are hereby adopted by the Association. Members may tape record or videotape Board and Membership meetings, subject to the following reasonable restrictions:

- a) The only audio and video equipment and devices that members, or their representatives, are authorized to use at any such meeting is equipment that does not produce distracting sound or light emissions. A mobile phone may be used to record a meeting, provided the recording is in compliance with all the requirements set forth herein. A member desiring to utilize any audio or video equipment to tape record or videotape a meeting shall deliver written notice so that the notice is

received by the Association's Secretary at least twenty-four (24) hours before the meeting.

- b) During a meeting, anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
- c) Any publication or distribution by members of recordings of meetings is not supported or sanctioned by the Association and the Association does not own or accept any responsibility of disclosure or publication to non-members. The Association is not liable for an inadvertent disclosure, sharing on social media or in any other public form by members or non-members.

Enforcement of the Code of Conduct

- a) Any member who does not conduct themselves in a manner that is consistent with the above Code may be censured and/or removed from the meeting, office building, or the premises and the appropriate authorities may be contacted.
- b) Further, failure to conduct oneself in accordance with this Decorum and Code of Conduct could result in fines and subsequent legal action by the Association.
- c) If a member commits only a slight breach of order (such as addressing another member instead of the chair in debate, or in a single instance, failing to confine his/her remarks to the merits of the pending questions) the chair will bring it to the attention of the member, and advise the member to cease such conduct.

3. RESOLUTION REGARDING INSPECTION AND COPYING OF OFFICIAL RECORDS

- a) Every Member or the Member's authorized representative, as designated in writing (hereinafter referred to as "Member"), shall have the right to inspect and copy the official records pursuant to these rules.
- b) The official records available for inspection and copying are those designated by the *Florida Statutes*, as amended from time to time.
- c) Any requests by Members of the Association to inspect official records or obtain copies of such records shall be in writing and shall be sent by certified mail to the to the address of record for the Association or its Registered Agent. Any communications sent by email to the management company or the Board of Directors are not deemed to be received by the Association. Communications sent by email or U.S. Mail to the individual homes of Directors or Officers or the Association's manager or management team are not deemed to be received by the Association.
- d) Each request must include an address and a telephone number where the Member may be contacted. An e-mail address is also recommended.
- e) The written request must specify the particular records requested for the inspection, including pertinent dates or time periods. The request must be sufficiently detailed to allow the Association to retrieve the records requested. Inspection or copying of

Records shall be limited to those Records specifically requested in advance, in writing.

- f) Inspections will be arranged, by appointment only, at a time and place to be designated by the Association, between the hours of 9 a.m. and 5 p.m. Monday through Friday. Inspections are generally intended to take place at the offices of the Association's management company, but under special circumstances the Board of Directors, or its Agent may designate that such inspections take place at another location.
- g) Member inspections are limited to a maximum of two (2) requests within a thirty (30) day period, for a maximum of eight (8) hours of inspection time within a thirty (30) day period.
- h) Official Records will not be researched. For example, a request to "provide the electric bills for the five most expensive months during the past four years" would not be acceptable. A request to "provide access to all electric bills for the past four years" would be acceptable.
- i) Neither the Association, or its Agent will be required to interpret any document found within the Official Records and need not answer questions for a Member during the course of the inspection of the official records.
- j) No document or report will be created in a format other than that document or report as kept in the ordinary course of business. To accommodate a request for inspection of the Official Records, records which may have been kept in an electronic format may be presented in electronic format on a computer screen and/or printed for the Member.
- k) There may be a witness present during the inspection. In the event that the conduct of a Member during the inspection of the Official Records becomes disruptive or otherwise inappropriate for the location of the inspection, the inspection may be terminated at the discretion of the Association, or its agent.
- l) No Member may mark, write upon, alter or remove any portion of the Official Records. Any violation of this provision may result in a suspension of that Member's right to inspect the Official Records.
- m) If a Member desires to obtain a copy of any record, the Member shall designate in writing which record is desired, or during an inspection the Member may designate such record by use of a tab or clip upon the pages desired. Any written request shall designate the specific record or portion thereof. Requests for copies of the records shall be provided within ten (10) working days of receipt of the request to make copies. In the event the above referenced timeframe is impracticable due to the voluminous nature or condition of the records, then copies will be made available as soon as possible.
- n) No inspection or copying of records shall be conducted in a manner to harass any Member, resident or Association agent, officer, director, manager or employee.
- o) All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association

office or office where the records are otherwise inspected or copied. The Association office or office of inspection shall assign one staff person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed only to that staff person.

- p) The cost for copies will be \$.25 cents per page, or such other amount as may be determined from time to time, to the maximum extent permitted by law. All copying will be done by the personnel at the office where the records are inspected, unless the Association chooses to have the copies made by an outside vendor, in which case the actual cost of copying will be charged to the Member requesting the records, payable in advance of copying.
- q) Reasonable costs of personnel and other administrative costs, required to respond to and comply with any request, may also be charged to the requesting Member to the maximum extent permitted by law.
- r) Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith and actually complies with these rules.
- s) Any written requests for inspection or copying not complying with these rules shall not be honored.
- t) The requirements of compliance with a records request may be completed by making the records available to a parcel owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request.

4. **ENFORCEMENT POLICIES AND PROCEDURES FOR VIOLATIONS**

Every owner shall comply with the Restrictions and standards set forth by the Association. Failure of an owner or any occupant, tenant, guest, licensee, or invitee of the owner, if applicable, to comply with such Restrictions shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorneys' fees for appellate review.

The following are procedures to be followed for the failure of an Owner (and the Owner's tenant, guest or invitee, if applicable) to abide by the Association's Restrictions. The Board is not obligated to follow this process or procedure in every case, and it may alter the process or procedure on a case-by-case basis depending on the facts. Therefore, the following should only be used as a general guide:

- a) **Reporting. Violations can be reported in various ways.**
 - i. An Owner may report a perceived violation directly to the property management company or the board of directors of the community. The property manager will register the violation for review.
 - ii. Property management will conduct regular inspections of the community to determine if there are any violations and to validate outstanding violations.

- iii. Board of Directors/Architectural Review Committee can submit violations to the property manager.

b) **Preliminary Review**

- i. The property manager will verify and document all reported violations.
- ii. Board of Directors may review the violation against the Restrictions. This may be done by reviewing the information provided and/or by a Board member conducting an inspection in order to corroborate the violation.

A. **Association Remedies for Non-Compliance:**

1. **Fine and/or Suspension of Use Rights**

a. As set forth more fully below, it is the policy of the Association's Board of Directors that a fine may be levied for all violations not corrected within the time frame allotted in the Notices of Violation.

b. A fine may be levied up to \$100 per day, per violation. A fine may not be imposed until after at least fourteen (14) days' notice and an opportunity for hearing before the Compliance Committee is provided. A fine may be levied and imposed on the basis of each day of a continuing violation, but no such fine shall exceed \$1,000 in the aggregate.

c. Pursuant to Section 720.305(2)(a) *Florida Statutes*, the Association may also suspend the right of an Owner, tenant, guest or invitee, to use common areas and facilities for the failure of the Owner, tenant, guest or invitee to comply with any provision of the Governing Documents, including failure to pay assessments.

d. The Notices of Fine and/or the Notice of Suspension for non-compliance must advise the party fined of the opportunity for a hearing before the Covenants Committee, and provide the date, time and location of the hearing.

e. If the violation has been cured before the hearing in the manner specified in the written notice, a fine or suspension may not be imposed.

f. Within seven (7) days of the Compliance Committee hearing, the committee shall provide notice to the Owner at his or her designated mailing or email address in the Association's official records and, if applicable, any occupant, licensee, or invitee of the parcel owner, of the committee's findings related to the violation, including any applicable fines or suspensions that the committee approved or rejected, and how the Owner or any occupant, licensee, or invitee of the parcel owner may cure the violation, if applicable, or fulfill a suspension, and the date by which a fine must be paid.

g. If a violation remains uncorrected after issuance of a notice and an opportunity for hearing or reoccurs after it had previously been cured or abated, such occurrence or reoccurrence shall be considered a new, separate violation for which an additional fine, up \$1,000.00 in the aggregate, may be imposed.

- h. **Due Date.** The fine shall be due thirty (30) days following the date of the notice.

i. If a fine is confirmed by the Compliance Committee, payment of the fine/specific assessment does not absolve the Owner or tenant from remedying the violation. Whether or not a fine and/or suspension is imposed, the Board may proceed, in its discretion, with any other remedy it deems appropriate.

2. Right to Abatement. (Article VI, Section 4 (b) and Article XIV of the Declaration)

a. The Association may, after at least fifteen (15) days' notice and opportunity to cure a violation, enter upon a Lot for the purpose of curing an outstanding violation.

b. The Community Association Manager will send a Notice of Violation including notice that the Association may proceed with correction of the violation should the violation not be corrected within a minimum of fifteen (15) days after receipt of written notice, unless an emergency exists. This Notice of Violation shall be sent via US Mail, advising the Owner (and the Owner's tenant, guest or invitee, if applicable) that:

- i. if they fail to comply by a date certain, the Association may proceed upon his/her Lot and remedy the violation;
- ii. All costs associated with remedying the violation shall be the responsibility of the Owner and, if applicable, tenant and shall be assessed against his/her lot as a specific assessment. Any such charges may become a lien against his/her property subject to foreclosure.
- iii. The Association may reduce or eliminate the time for notice if it believes the conditions create a hazard or an emergency.

c. This abatement policy shall limit the cost of individual abatements to no more than five hundred dollars (\$500.00) for each individual abatement action. Additionally, it is the Board's policy that potential abatement violations that have factors outside the control of the Association (such as lawn replacement, as irrigation may not be available) that could lead to reoccurrence or potential damage to the property, will not be undertaken by the Association. Mowing, trimming and cleaning, and cleaning and pressure washing shall be permitted abatement actions under this policy.

3. Legal Action for Injunction. (Article XIV of the Declaration).

a. The Association may refer the compliance matter to its counsel to pursue an action for injunctive relief.

b. If the matter is referred to the Association's attorney, the attorney shall send a violation letter to the Owner (and the Owner's tenant, guest or invitee, if applicable).

c. If, after the violation letter is sent, there remains a violation, the Board may, by majority vote, direct the attorney to serve upon the Owner (and the Owner's tenant, guest or invitee, if applicable) a statutory demand for pre-suit mediation (allows twenty (20) days for compliance), in which case the Board will choose a representative to attend the mediation with full settlement authority of the Association.

d. In the event the Owner (and the Owner's tenant, guest or invitee, if applicable) does not respond to the pre-suit mediation notice or mediation occurs and ends in an impasse, the Board may, by majority vote, direct the attorney to file a lawsuit.

B. Notices of Violation:

1. **Notice of Violation and Notice of Intent to Levy Fine:** After inspection, the Community Association Manager (CAM) shall send a notice in writing via regular mail and electronic mail to the Owner and, if applicable, tenant, guest, or invitee of the property out of compliance with the Association's Restrictions to the property address and any other address on record with the Association, requesting compliance within a minimum of fourteen (14) days of the date of the Notice. This notice shall also notify the Owner or tenant that if the property is not brought into compliance with the Association's Restrictions, within fourteen (14) days of the date of the Notice, a fine may be levied by the Board on the basis of each day of a continuing violation, but no such fine shall exceed \$1,000 in the aggregate.

The notice must include a description of the alleged violation; the specific action required to cure such violation and advise that if the violation is not corrected in response to this Notice of Violation, the Board at the next board meeting, will decide to levy a fine and/or suspension.

2. **Second Notice of Violation, Levy of Fine/Suspension, and Opportunity for Hearing before the Compliance Committee:** After inspection, the Community Association Manager (CAM) shall send a notice in writing via regular mail and electronic mail to the Owner and, if applicable, tenant, guest, or invitee of the property out of compliance with the Association's Restrictions to the property address and any other address on record with the Association, requesting immediate compliance. This notice shall also notify the Owner or tenant that a fine has been levied and/or that a suspension has been imposed on the basis of each day of a continuing violation, but no such fine shall exceed \$1,000 in the aggregate. This notice shall also provide a date and opportunity for a hearing before the Association's Compliance Committee.

The notice must include a description of the alleged violation; the specific action required to cure such violation, and the date and location of the Compliance Committee hearing. An Owner also has the right to attend a hearing by telephone or by other electronic means.

3. **Final Notice of Violation:** After inspection, the Community Association Manager shall send a Final Notice of Violation to the Owner (and the Owner's tenant, guest, or invitee, if applicable), requesting immediate compliance and notifying the Owner (and the Owner's tenant, guest, or invitee, if applicable), whether a fine has been imposed or suspension has been confirmed by the Compliance Committee. The Final Notice shall be sent by regular first-class mail and shall request immediate compliance and provide notification of the amount of the fine imposed, the purpose of the fine, the due date, and the address and addressee for payment.

C. Compliance Committee Hearing Guidelines:

1. **Purpose**

The purpose of fines and/or suspensions imposed by the Association is to gain compliance by the Owner or (and the Owner's tenant, guest or invitee, if applicable) and to ensure that he or she is following the Association's Restrictions.

2. Members and Officers

The committee shall elect a Chairperson and a Recording Secretary from among its members. Members of the Committee shall be appointed by the Association's Board of Directors with a minimum of three (3) members. The Committee members will serve one-year terms. Committee members may be removed and/or replaced as determined by the Association's Board of Directors. Owners who are more than ninety (90) days delinquent in the payment of any assessments, fines or other amounts owed to the Association or are not in compliance with the Association's Restrictions are not eligible to participate on the Committee.

The Chairperson of the Committee shall administer each meeting, assure that respect and proper decorum are observed at all times, and ensure that the policies and procedures for the Committee are followed in a fair and impartial manner.

The Recording Secretary shall keep accurate minutes of the Committee Meeting, and a summary of the decisions made with respect to each Owner or Lot. This information shall be provided to the Community Association Manager within twenty-four (24) hours after the meeting is adjourned and shall be maintained with the Association's Official Records.

The Compliance Committee shall consist of no less than three (3) persons, but in all events shall be an odd number, who are appointed by the Board and who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. Pursuant to Section 720.305 *Florida Statutes*, a hearing may not take place unless three (3) Compliance Committee members are present, in person, via video conference, or by phone conference.

3. Procedure

a) The Owner (and the Owner's tenant, guest or invitee, if applicable) sought to be fined or sought to receive a suspension shall be given the opportunity for a hearing before the Compliance Committee to contest the fine that may be imposed. At the hearing, the Owner (and the Owner's tenant, guest or invitee, if applicable) shall have the right to be represented by legal counsel and have an opportunity to produce any statement and evidence on his or her behalf. The role of the Compliance Committee is limited to determining whether to confirm or reject the fine and/or suspension imposed by the Board of Directors.

b) The Compliance Committee may independently inspect the subject property to determine compliance prior to the hearing.

c) If a violation has been cured before the hearing or in the manner specified in the written notice, a fine or suspension may not be imposed.

d) At the hearing there may be presented to the Compliance Committee a description of the violation, the notices that were sent to the Owner (and the Owner's tenant, guest or invitee, if applicable), and a description of other attempts of gaining compliance, if any. The Owner (and the Owner's tenant, guest or invitee, if applicable) shall have the opportunity to be heard.

e) An Owner or tenant will be given up to fifteen (15) minutes to discuss the pending violation matter with the Compliance Committee. The Compliance Committee shall have the authority to terminate a hearing if the Owner or tenant becomes verbally abusive or threatening

toward the committee members, the Association's Community Association Manager, or if he or she does not display appropriate and professional behavior.

f) By a majority vote of the Compliance Committee when a quorum of three (3) is present, the Compliance Committee may:

- i. Confirm the maximum fine of \$100 per day, as levied by the Board, not to exceed \$1,000 in the aggregate.
- ii. Reject the fine levied by the Board of Directors.
- iii. Give the Owner (and the Owner's tenant, guest or invitee, if applicable) additional time (not to exceed 60 days) to correct the violation(s) before confirming or rejecting the fine(s) levied by the Board of Directors.
- iv. The Association shall provide a response with the findings of the Compliance Committee in writing within seven (7) days from the hearing.

D. Inspections and Responses

1. The Community Association Manager shall inspect the property to determine if the violation(s) have been timely resolved.

2. If the violation has been corrected, as required and prior to a fine or suspension being assessed, then a fine or suspension will not be imposed by the Board of Directors.

3. Responses by the Owner (and the Owner's tenant, guest or invitee, if applicable) shall be in writing.

4. The Owner (and the Owner's tenant, guest or invitee, if applicable) may request an extension in writing and the Community Association Manager shall have the discretion to provide reasonable time for correcting the violation, upon good cause shown by the Owner (and the Owner's tenant, guest or invitee, if applicable) in writing.

5. It is the responsibility of an Owner to immediately notify the property manager, Management Company, and/or Association in writing of any address change. Accordingly, the Owner is obligated and responsible for providing accurate, current, and updated contact information to the property manager, Management Company, and/or Association.

6. Notices to Owners (and the Owner's tenant, guest or invitee, if applicable) of their opportunity for a hearing before the Compliance Committee shall be sent via regular US Mail or hand delivery to the subject property address and, if different, to the last known address of the person who appears as Owner of the Lot as that address is stated on the records of the Association at the time of mailing. Notices may also be sent via Certified Mail, but is not required. Notices shall be deemed to have been properly sent if issued to both the last known address and the property address.

7. The Owner and/or tenant is responsible for notifying the Community Association Manager in writing that the violation(s) have been corrected and failure to do so implies the violation condition still exists. The Community Association Manager or the Association's designated representative shall then confirm compliance upon the next property inspection.

8. It is the responsibility of every Owner to notify their tenants and guests of the Association's policies and procedures. Additionally, Owners are responsible for any noncompliance and actions of their tenants, lessees, invitees, and guests.

E. Appeal Process

1. Following an appearance and hearing before the Compliance Committee, the Owner or tenant shall have the right to appeal or challenge the imposition of a fine or suspension to the Board of Directors.

2. A written notice of appeal from the Owner (and the Owner's tenant, guest or invitee, if applicable) shall be received by the Community Association Manager within thirty (30) days after the date the fine and/or suspension was imposed. If a written notice of appeal is not received, the right to appeal by the Owner (or the Owner's tenant, guest or invitee, if applicable) is deemed waived. Notwithstanding the foregoing, the Board of Directors may elect to hear an appeal, if made within six (6) months after the fine was imposed; however, an appeal will not be heard if made more than six (6) months after the fine was imposed.

3. The Board shall hear the appeal or challenge from the Owner (and the Owner's tenant, guest or invitee, if applicable) at a Board Meeting.

4. The Board may affirm or amend the Covenant's Committee's confirmation of a fine, suspension, or other sanction, if compliance is achieved.

5. The decision of the Board shall be final and shall not be subject to any further appeal.

F. Attorneys' Fees and Costs: The Owner (and the Owner's tenant, guest or invitee, if applicable) shall be responsible for all attorney's fees and costs incurred by the Association in pursuing the violation and collecting any fine imposed. The Association may use all means provided by the Association's Restrictions and *Florida Statutes* to collect the fines and attorney's fees and costs.

The above remedies may be imposed simultaneously, or in any sequence that the Board may determine in its discretion.