

(b) No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon any Lot which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Property.

**Section 7. On Site Construction Required.** No structure shall be moved onto any Lot, except a builder's temporary structure, which shall be used by the Declarant or builder in connection with construction work and activities engaged upon any Lot.

**Section 8. Animals.** No animals, livestock or poultry of any kind shall be kept, raised or bred on any Lot except that dogs, cats and other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that no person owning, or in custody, possession, charge or control of any dog shall cause, permit or allow the dog to stray, run or in any manner be at large in or upon any public street or the private property of others without the express or implied consent of the Owner of such other private property; and provided further that no more than a total of three (3) such animals may be kept on any Lot.

**Section 9. Signs.** No signs of any kind, including "For Rent", "For Sale", or any other similar signs shall be displayed to the public view, erected or maintained on any Lot (including within windows of improvements), except for one (1) professionally lettered sign not more than two square feet in size, solely advertising the property for sale or rent; and except for signs approved by Declarant used by a builder to advertise the Lot(s) or dwellings during the construction and sales period; or except as may be required by legal proceedings. Signs permitted pursuant to Paragraph 25 herein are exempt from this Section 9. Political signs and signs installed to annoy, harass, disturb, or embarrass any Owner are prohibited under all circumstances.

**Section 10. Exterior Attachments.** No exterior radio, television, electronic or like antennas, aerials, satellite dishes or transmission or receiving tower(s), apparatus or devices, or other similar or dissimilar exterior attachments, shall be installed, permitted or located on any Lot. Notwithstanding the above, 18" satellite dishes are permitted on all lots, provided they have received prior approval from the ACC, do not exceed 4 feet in height and are landscaped.

**Section 11. Utility Easements.** Easements for the installation and maintenance of utilities are reserved as shown on the recorded subdivision plat(s) of the Property. Within these easements, no structure, trees or bushes or other material or plantings shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may impede the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

**Section 12. Trees.** In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill or cutting of trees shall be performed in violation of law or of this Declaration.

**Section 13. Fences, Wall, and Hedges.** Fences, walls and hedges may be constructed or maintained only as permitted by the ACC, but in no event to exceed six (6) feet in height, except that Declarant may construct an eight foot (8') wall along the major roadways adjoining the

Property. Fences shall be of shadow box or board on board only. No fence, wall or hedge shall be constructed or maintained between a front street and front dwelling line or between a side street and side dwelling line. No chain link fence shall be placed on or permitted to remain on any Lot or any part thereof. Each fence which is built as part of the original construction of the improvements upon the Lot(s) or placed by the Declarant on the dividing lines between the Lots shall be treated in law as if it were a party wall; and no such fence shall be deemed to be an encroachment and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The reasonable cost of repair and maintenance of a fence shall be shared equally by the Lot Owners whose property is contiguous to the fence.

(a) If a fence is destroyed or damaged by fire, windstorm or other unavoidable accident, any Owner who has a Lot contiguous to the fence may restore or repair it, and the Owner of adjacent property contiguous to such fence shall contribute one-half ( $\frac{1}{2}$ ) of the cost of such restoration and repair of the fence.

(b) All repairs to any fence shall be made using materials which are of like grade, quality, material, color, finish and workmanship as that which was provided by the Declarant at the time of conveyance of the Lot to the Owner of such Lot, or as approved by the ACC if the fence was originally constructed by someone other than the Declarant.

(c) No fence shall be painted, but shall remain the same natural color as that which was provided by Declarant to the Owner(s) of the Lot(s) contiguous to the fence, or the same color as was approved by the ACC if the fence was originally constructed by someone other than the Declarant. Fences may be covered by a clear water sealant or similar coating.

(d) Notwithstanding the above, an Owner of a Lot who by his or her negligent or willful act causes damage to or the destruction of a fence shall pay the entire cost of repair or replacement of the damaged portion.

(e) The provisions of this Section 13 concerning fences are also applicable to any fence or wall erected, or to be erected, along any lake, drainage are, drainage easement or any portion of the Common Area. No fence or wall shall be erected or constructed that will impede the flow of water or modify the drainage design. A Lot Owner is responsible for maintenance of any such fence or wall located on his Lot as further set out in Section 3, Article II.

(f) Notwithstanding the foregoing, any fence or wall installed by the Declarant, whether it conforms to the requirements of this Declaration or not, may remain in place, and may be maintained, repaired and reconstructed to its original condition, and such fence or wall shall not be deemed in violation of this Declaration.

**Section 14. Sidewalks.** Simultaneously with the construction of a dwelling on any Lot, a four (4) foot wide concrete sidewalk shall be installed at the expense of the Lot Owner according to the specifications of Hillsborough County, Florida, the line and grade of said sidewalk to be in accordance with the site plan of such Lot approved by the ACC.

**Section 15. Commercial Uses.** No trade, business, profession or other type of commercial activity shall be carried on upon any Lot unless permitted by Hillsborough County as

a Home Occupation, except that real estate brokers, Owners and their agents may show dwellings and Lots for sale or lease, and except for commercial uses of the Declarant and any home builder, pursuant to Paragraphs 25 and 26 of this Article.

**Section 16. Appearance of Lots.** No lot or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether improvements are or are not located thereon, and whether occupied or not, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative or unlicensed vehicles or portions thereof, or similar unsightly items; nor any furniture or appliance designed for normal use or operation within (as distinguished from outside of ) a dwelling; shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the public streets or neighboring Lots.

However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner curbside within twelve (12) hours of such expected removal. No lumber, brick, stone, cinder block, concrete or other building materials, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonable necessary for the construction to completion of the improvement for which same is to be used.

**Section 17. Lot Upkeep and Maintenance.** All Lot Owners with completed residences thereon shall keep and maintain such Owner's Lot (including but not limited to that portion of the Lot between sidewalks, if any, and the street), together with the exterior of all buildings, structures and improvements located thereon, in a first class, neat, attractive, sanitary and substantial condition and repair, including without limitation, having the grass regularly cut, and the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth; together with painting, repairing, replacing and caring for roofs, gutter, downspouts, exterior building surfaces, lighting fixtures, shrubs and other vegetation, walks, driveways and other paved areas, and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted. No Owner shall allow any grass or weed on his or her Lot to attain a height in excess of three (3) inches.

**Section 18. Mailboxes.** The mailboxes and support, if any, which is provided by the Declarant at the time of conveyance by Declarant, shall remain the same color and structure (design) as it was at the time of conveyance by Declarant.

**Section 19. Vehicles.**

(a) Except as hereinafter expressly provided, no boat, boat trailer, camper, mobile home, travel trailer, aircraft, glider, trailer, aircraft glider, dual wheel truck, or bus shall be permitted to remain on any Lot or public street within the subdivision, unless inside a garage or otherwise parked, stored or located in such manner and location so as not to be visible from the public streets and neighboring Lots. Commercial vehicles as defined herein or any truck or vehicle which has signage or other advertising or commercial displays affixed thereto are not permitted to be parked within the subdivision except on a temporary, short term basis as defined herein. All motor vehicles permitted to be on a Lot must park at all times on pavement, and shall not park on the grass or non-paved area of the Lot.