

## Lake Heather Oaks HOA Agenda

12/20/23 Northdale Recreation Center

Welcome to the Lake Heather Oaks Board of Directors meeting. This is a public meeting, and your input is an important part of the decision-making process. Time is set aside at the beginning of the agenda to provide homeowners an opportunity to address the Board. Speakers will be granted three (3) minutes to discuss any item on the agenda. When addressing the Board, please state your name and address. Speakers are asked to be civil and courteous with their language and refrain from personal attacks and/or threats.

1. Call to Order - President
2. Roll Call/Attendance - Secretary
3. Public Comment on agenda items

### **Action Items**

4. Approval of draft summary minutes from prior meeting
5. Approval of Financial Report

### **Discussion Items**

6. [Deed Restriction Update- Sarah](#)
7. ACC Requests- Mardee
8. Playground update- Courtney
9. Upcoming events- Leigh
10. Nominations for Holiday Decor Contest- Sarah
11. Annual Meeting- Sarah
12. Other Business
13. Adjournment – President

## Proposed Amendments to the Deed Restrictions Version 2.0

**Amendment 1:** Change title of document to “Lake Heather Oaks Declaration of Covenants, Conditions, and Deed Restrictions”, combine Units 1 (Lakestone) with Units 2 & 3 (Valley), and fix general formatting throughout the document

CURRENT BYLAW	PROPOSED AMENDMENT	RATIONALE
The current documents are named: “Declaration of Restrictions”	Rename the document “Lake Heather Oaks Declaration of Covenants, Conditions, and Deed Restrictions”	The new name is more in line with current standards for HOA documents
There are currently 2 sets of Restrictions but are identical. Unit 1 represents Lakestone and Unit 2 & 3 represents Valley	<ul style="list-style-type: none"> <li>● Unit 1 will amend their deed restrictions to state “All Lots in this section of the subdivision will be governed by the Unit 2 &amp; 3 declaration”</li> <li>● Unit 2 &amp; 3 will be amended to include Unit 1 legal description</li> </ul>	We are all one community and have been operating together since the beginning. It does not make sense to have 2 sets of documents.
There are some small edits and typos throughout the document that are highlighted green	Fix typos and clarify grammar	Fix typos and clarify grammar

**Amendment 2:** Article VI, General Provisions; Enforcement

CURRENT BYLAW	PROPOSED AMENDMENT	RATIONALE
Enforcement of general provisions is stated but does not include FL Statute that backs up the Board’s ability to establish and enforce a fining structure for violations	<ul style="list-style-type: none"> <li>● Refer to Florida State Statute Section 720.305</li> </ul>	The Board can still move forward with a fining structure without this amendment, but it would be ideal to have it clearly listed in the declaration so everyone is on the same page

**Amendment 3:** Article VII, Restrictions on Subdivision Lots; Leasing of Lots

CURRENT BYLAW	PROPOSED AMENDMENT	RATIONALE
“No Lot shall be used except for residential purposes” is the current language but there is no clear definition of what leasing means or any restrictions	<ul style="list-style-type: none"> <li>● Adopt language to define leasing</li> <li>● Single rooms may not be leased</li> <li>● Homeowners must occupy their home for at least 2 years before leasing</li> <li>● Leases must be for a minimum period of 6 months, except with the</li> </ul>	LHO does not want developers buying homes in our community and leasing them out on a permanent basis. Short term leasing is also not ideal in our community because we want to maintain our culture, stabilize the community

	<p>prior written consent of the Board</p> <ul style="list-style-type: none"> <li>Leasees must follow deed restrictions</li> <li>Copy of the lease must be provided to the Board</li> </ul>	<p>membership, and keep our neighborhood safe from outsiders who do not have a vested interest</p>
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**Amendment 4:** Article VII Restrictions on Subdivision Lots; Outbuildings Prohibited

<i>CURRENT BYLAW</i>	<i>PROPOSED AMENDMENT</i>	<i>RATIONALE</i>
<p>Outbuildings are mentioned but it needs clarification. Does not currently mention anything about the maintenance of outbuildings</p>	<ul style="list-style-type: none"> <li>Clear definitions of outbuildings (sheds, cabanas, pool houses, etc.) Restrictions on how they are to be built and maintained</li> <li>Exterior Request form needs to be submitted</li> </ul>	<p>The current wording is outdated and is not clear</p>

**Amendment 5:** Article VII Restrictions on Subdivision Lots; Nuisance Prohibited

<i>CURRENT BYLAW</i>	<i>PROPOSED AMENDMENT</i>	<i>RATIONALE</i>
<p>Currently states that residences or structures on the Lot cannot be used for commercial or business purposes</p>	<p>Business can be conducted as long as it:</p> <ul style="list-style-type: none"> <li>Is not apparent by sight, sound, or smell</li> <li>Conforms to zoning restrictions</li> <li>Does not involve door to door sales</li> <li>Consistent with the residential character of LHO, as determined by the Board.</li> </ul>	<p>Clarify the expectations and align with current day Statutes</p>
<p>Prohibits fireworks</p>	<p>Florida State Statute 791.08 states an HOA cannot prohibit fireworks on 4th of July, New Year's Eve or New Year's Day</p>	<p>Align with FL State Statute</p>

**Amendment 6:** Article VII Restrictions on Subdivision Lots; Signs

<i>CURRENT BYLAW</i>	<i>PROPOSED AMENDMENT</i>	<i>RATIONALE</i>
<p>Only refers to For Rent and For Sale signs. Does not address guidelines for seasonal or political signs</p>	<ul style="list-style-type: none"> <li>Define the types of signs that are allowed (decorative flags and political signs)</li> <li>Signs may be installed or erected no earlier than one (1) month prior to the event, and must be removed no later than one (1) month after the date of the event</li> </ul>	<p>Clarify expectations</p>

	<ul style="list-style-type: none"> <li>● Limit 1 election sign per Lot</li> </ul>	
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**Amendment 7:** Article VII Restrictions on Subdivision Lots; Exterior Attachments

<i>CURRENT BYLAW</i>	<i>PROPOSED AMENDMENT</i>	<i>RATIONALE</i>
Exterior attachment language is outdated and does not follow FL Statutes	<ul style="list-style-type: none"> <li>● Clotheslines and Solar Devices cannot be prohibited but the Board must approve the location of them</li> <li>● Antennas cannot be prohibited but they should be out of sight when possible and properly maintained. If they are no longer being used, they must be removed</li> <li>● Holiday lights/decor can be installed 1 month prior to event and must be removed 1 month after event</li> </ul>	Clarify the expectations and align with current day Statutes

**Amendment 8:** Article VII Restrictions on Subdivision Lots; Trees

<i>CURRENT BYLAW</i>	<i>PROPOSED AMENDMENT</i>	<i>RATIONALE</i>
States that no excavation, fill, or clear cutting of trees shall be performed in violation of law, or of this declaration	<ul style="list-style-type: none"> <li>● Lot owners should refer to Hillsborough County rules and permitting process for the removal of trees</li> <li>● Exterior Request form needs to be submitted and approved before a tree is removed</li> </ul>	Further protect our trees from unnecessary removal

**Amendment 9:** Article VII Restrictions on Subdivision Lots; Fences, Walls and Hedges

<i>CURRENT BYLAW</i>	<i>PROPOSED AMENDMENT</i>	<i>RATIONALE</i>
Fences cannot exceed 8 feet in height	<ul style="list-style-type: none"> <li>● Modify language to “feet in height per Hillsborough County Code Article VI, Section 6.07.00”</li> <li>● Hedges must be manicured and trimmed in an aesthetically pleasing manner</li> <li>● Exterior Request form needs to be submitted and approved before a fence is installed</li> </ul>	Align with Hillsborough County code

**Amendment 10:** Article VII Restrictions on Subdivision Lots; Sidewalks

<i>CURRENT BYLAW</i>	<i>PROPOSED AMENDMENT</i>	<i>RATIONALE</i>
Only refers to the installation of sidewalks but does not include information about maintenance	<ul style="list-style-type: none"><li>• Lot owners are responsible for pressure washing all sidewalks adjacent to their Lot and the removal of overhanging debris that block the sidewalk and prohibit pedestrians from safely walking</li></ul>	Clarify expectations regarding sidewalk maintenance to avoid safety issues.

**Amendment 11:** Article VII, Restrictions on Subdivision Lots; Motor Vehicles

<i>CURRENT BYLAW</i>	<i>PROPOSED AMENDMENT</i>	<i>RATIONALE</i>
Private and Commercial vehicles are briefly described	<ul style="list-style-type: none"><li>• Personal vehicles shall only be parked in garages or driveways. No grass or sidewalk parking</li><li>• Define commercial vehicles</li><li>• Commercial vehicles must be parked in a garage out of sight</li><li>• Inoperable vehicles or those that do not display current license plates shall only be parked in a garage out of sight</li></ul>	Clarify expectations. We want to provide an aesthetically pleasing environment.

~~January 24, 2024~~ ~~July 29, 1983~~

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Page: 1

DECLARATION OF RESTRICTIONS FOR LAKE HEATHER OAKS, DECLARATION OF COVENANTS, CONDITIONS,  
AND DEED RESTRICTIONS

NORTH LAKES, SECTION F, UNITS 1, 2 & 3

THIS DECLARATION, made this      day of      , 1983 by NATIONAL INVESTORS PENSION INSURANCE COMPANY an Arkansas corporation, and SUAREZ HOUSING CORP., A Florida Corporation, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Hillsborough County, Florida, which is more particularly described as: EXHIBIT A attached hereto and by reference incorporated herein.

NOW, THEREFORE, Declarant hereby declares that all of the properties above described shall be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to LAKE HEATHER OAKS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such other additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows:

SEE ATTACHED EXHIBIT B

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to NATIONAL INVESTORS PENSION INSURANCE COMPANY, an Arkansas corporation, its successors and assigns, if such successors or assigns should acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development.

#### ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment.

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

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against this Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each Class of Members agreeing to such dedication has been recorded.

Section 2. Delegation of Use.

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

#### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment, shall be a Member of the Association.

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

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

Class A. Class A Voting members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) on January 1, 1986.

#### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENT

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

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed. Each Owner is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

##### Section 2. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

##### Section 3. Maximum Annual Assessments.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each Class of Members Property Owner who are voting in person or by proxy, at a meeting duly called for this purpose.



- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

#### Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

#### Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

#### Section 6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed as a uniform rate and may be collected on a monthly basis. Provided, that the Declarant may elect to pay the annual assessments upon unsold Lots owned by the Declarant, upon which a dwelling or other improvements have not been superimposed, at a rate equal to twenty-five percent (25%) of the normal annual assessment, for so long as Declarant shall obligate itself to pay all expenses incurred by the Association in excess of the amounts produced from such assessments. Unsold lots shall include lots upon which a dwelling or other improvements have not been superimposed.

#### Section 7. Date of Commencement of Annual Assessments: Due Dates.

The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

#### Section 8. Effect of Non-Payment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner

personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

#### Section 9. Subordination of Lien to Mortgage.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

### ARTICLE V ARCHITECTURAL CONTROL

#### Section 1. Approval by Declarant and the Board of Directors.

In order to assure that the residences and other buildings, structures and improvements in the subdivision will preserve a uniformly high standard of construction, and in order to create, maintain and preserve an attractive, unique, and exclusive residential subdivision, with harmony in design and location in relation to surrounding buildings, improvements and topography, with homogeneity in density, size and materials of the structures, and appearance of all buildings, structures, and improvements on any Lot, Declarant and the Board have the power to regulate. The power to regulate shall include the power to prohibit those buildings, structures, or improvements, deemed inconsistent with the provisions of this Declaration, or the aesthetic scheme, design or quality intended to be created and preserved hereby, or in maintaining the value and desirability of the Property as a residential community with exclusive, unique, and desirable aesthetic qualities.

No building, structure or improvement shall be erected, constructed, placed or altered on any Lot until the Owner of the Lot shall submit, online or in duplicate, complete Plans and Specifications for such building, structure or improvement and a detailed site plan showing its proposed location, and Declarant and the Board shall have approved such plans and specifications and detailed site plan, in writing. The approval of said plans and specifications by Declarant and the Board may be withheld not only because of the noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction of Declarant and the Board with the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevations, the quality of workmanship and materials, the type or use of materials, the color scheme, finished design, proportions, architecture, style, shape height, size, style or appropriateness of the proposed building, structure or improvement or the harmony of external design with the existing or proposed buildings, structures or improvements located or to be located upon the Property, including the height, kind and appearance of fences, walls, and excavation or fill, change in drainage or terrain, planting, utility installation, and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition

of "improvements" as such word is used herein. One set of plans and specifications and detailed site plan as finally approved shall be retained by Declarant or the Board for its permanent records.

It is the intention of this provision to vest in Declarant and the Board the right, power and authority to regulate the appearance of the buildings, structures or improvements to be located upon each Lot, for the purposes herein set forth. Upon completion of any building, structure or improvement in accordance with the plans and specifications and detailed site plan as approved by Declarant the Architectural Review Committee and the Board, no changes, alterations, additions, reconstruction, or attachments of any nature whatsoever shall be made to the exterior of the building, structure and/or improvement or to the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work, without Declarant's and the Board's prior written approval in the manner above provided.

All of the foregoing approvals of Declarant and the Board shall not be unreasonably withheld so long as such original plans, specifications and detailed site plan or such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creations and preservation of the general plan of development intended to be created and preserved by this Declaration.

DECLARANT'S and the BOARD'S approval, disapproval, ~~or conditional approval~~, or request for additional information shall be endorsed upon the plans and specifications submitted by the Owner, and shall be further evidenced by a written instrument executed and acknowledged by Declarant and the Board. Such written instrument shall be returned, accompanied by one set of the submitted documents, to the applicant within ten (10) working days after submission. If Declarant and the Board does not take action to either approve or disapprove the submission within said period of time after receipt of the plans and specifications, the request shall be deemed approved.

Section 2. Declarant's approval shall terminate upon the happening of either of the following events, whichever first occurs:

- (a) when seventy-five percent (75%) of the lots have been sold, or
- (b) when the Class B membership converts to Class A membership, or
- (c) on January 1, 1986.

Section 3. Exculpation of Declarant and the Board.

Declarant and the The Board cannot and shall not be held responsible, or liable to any person whomsoever, in any manner whatsoever, for any loss or damages arising out of or resulting from the approval, the failure or refusal to approve, or the disapproval of, any plans and specifications or site plans, or for any error in structure, design or any nonconformance with applicable building codes or local laws or regulations in the plans and specifications or site plan, nor for any defect in design or construction of any building, structure or improvement constructed in accordance with any such plans, specifications or site plan.

## ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement.

The Association, or any Owner, shall have the right to enforce and fine (per Florida State Statute Section 720.305) by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### Section 2. Severability.

Invalidation of anyanyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

#### Section 3. Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy- five percent (75%) of the Lot Owners. Provided, notwithstanding anything to the contrary contained herein, Declarant shall have the right to amend this Declaration without the consent approval or joinder of any other person except the Federal Housing Administration and/or the Veterans Administration if such amendment is required In order to cause this Declaration to comply with application FHA and/or VA requirements. Any such amendment must be recorded.

#### Section 4. Annexation.

Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members. Lot Owners.

#### Section 5. FHA/VA Approval.

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

#### Section 6. Notices:

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been sent when emailed with read receipt or mailed, postage prepaid, to the last known address of the person or persons who appear as the Owner of the Lot on the records of the Association at the time of such mailing.

### ARTICLE VII RESTRICTIONS ON SUBDIVISION LOTS

#### 1. Use:

No lot shall be used except for residential purposes. No building, structure or improvement shall be erected, altered, placed or permitted to remainremain on any Lot other than one (1) detached single

family dwelling not to exceed two and one-half (2 1/2) stories, or forty (40) feet, in height, whichever is less, and only patios, porches, garages, a swimming pool, tennis court, landscaping, walls, fencing, driveways and sidewalks, appurtenant thereto. Each dwelling must have a minimum of a two-car, but no greater than four-car garage. No carports shall be allowed.

## 2. Leasing of Lots

### Definition:

"Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including but not limited to a fee, service, gratuity, or emolument.

### General:

Lots may be rented only in their entirety. No single rooms or other fraction or portion of a Lot constituting less than the entire dwelling may be leased, nor shall any Lot or portion thereof be used for operation of a boarding house or similar accommodation for transient tenants. All leases shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors. All leases shall be in writing. Notice of any lease or lease- renewal, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten (10) days of execution of the lease or within ten (10) days of renewal of an existing lease agreement. The Owner must make available to the lessee copies of the Declaration, the Bylaws, and the rules and regulations.

The Lot owner(s) must live full time in the residence for a minimum of 2 consecutive years prior to leasing.

### Lease Provisions:

Any lease of a Lot shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner covenants and agrees that if such language is not expressly contained therein, then such language shall be deemed incorporated into the lease by existence of this covenant and the lessee, by occupancy of the Lot, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(i) Compliance with Declaration, Bylaws, and Rules and Regulations. The lessee agrees to abide and comply with all provisions of the Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto. The Owner agrees to cause all occupants of his or her Lot to comply with the Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto and is responsible for all violations thereof and resulting losses or damages caused by such occupants, notwithstanding the fact that such occupants of the Lot are fully liable and may be subject to a penalty for any violation of the Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto. In the event that the lessee or a person living with the lessee violates the Declaration, the Bylaws, or a rule or regulation for which a fine is imposed, such fine shall be assessed against the lessee; however, if the fine is not paid by the lessee within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Any lessee charged with a violation of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto is entitled to the same procedure to

which an Owner is entitled prior to the imposition of a fine or other penalty. Any violation of the Declaration, the Bylaws, or the rules and regulations adopted pursuant thereto is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Florida law. The Owner hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto, including but not limited to the power and authority to evict the lessee on behalf of and for the benefit of the Owner, in accordance with the terms of this Declaration. In the event that the Association proceeds to evict the lessee, any costs associated with the eviction, including attorney's fees and court costs, shall be specially assessed against the Lot and the Owner thereof, such being deemed an expense that benefits the leased Unit and the Owner thereof.

(ii) Use of Common Area.

The Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Area, including but not limited to the use of any and all common facilities and amenities. Every Owner and occupant of any Lot, and all guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties, and any violation thereof may be considered a violation of this Declaration; however, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances, and rules.

**32. Outbuildings Prohibited:**

No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. No structure, including utility buildings, may be erected on any Lot for other than residential purposes, except a builder's temporary structure. Cabana or pool houses shall be permitted as described below. No metal storage buildings shall be permitted. Only one exterior building will be allowed per lot. Exceptions may be granted at the discretion of the Architectural Control Committee.

a. Utility buildings, sheds, or pool cabanas:

Freestanding or separate utility buildings or sheds, typically used for storage of such items as lawn maintenance equipment, tools, toys, and miscellaneous items, shall be permitted as long as they are used to store items for residential, not commercial use. A pool cabana is defined as a freestanding or separate outbuilding that is used for storage of miscellaneous pool equipment, pool toys, and possibly as a changing room for swimsuits. Since its use is strictly related to a pool, its location must be immediately adjacent to the pool, or as near as practical. They must comply with all applicable codes and regulations. If a building permit is required, a copy of this permit, along with all required inspections and final approval, must be provided to the Board.

They must be maintained in a first class, neat, attractive, sanitary, and substantial condition, as provided in the guidelines. Appearance must be architecturally and aesthetically compatible with the dwelling and neighborhood.

Location must be in the backyard that is enclosed with a fence and cannot be located on a non-developable portion of the property (such as a conservation area). They must conform to minimum setbacks and other restrictions contained elsewhere in the Declaration.

The installation of any outbuilding that will be visible from the street must be approved by the Architectural Control Committee by way of an Exterior Improvement Request Form.

#### **43.** Minimum Residence Size:

No dwelling shall be erected or allowed to remain on any Lot unless the living area of the dwelling, exclusive of garage, shall be not less than 2,000 square feet. Living area shall include screened porches with permanent roofs which are constructed as a component of the original roof structure.

#### **54.** Minimum Lot Size:

No dwelling shall be constructed on a Lot or plot having an area of less than 8500 square feet. No Lot shall be divided, resubdivided, or reduced in size by any method whatsoever, unless all portions of said Lot be used to increase the size of the adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, ~~No~~ Lot shall be divided, resubdivided, or reduced in size by any method whatsoever, without the prior written consent of Declarant. All plots formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided, or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of the Declarant. More than one (1) Lot under one (1) ownership may be used for one (1) dwelling in which event, this Declaration shall apply to such Lots as if they were a single Lot, subject to easements indicated on the recorded plat.

#### **65.** Setbacks:

The minimum setback lines hereinafter imposed are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered as appropriate so as to preserve important trees, and assure vistas of water and open areas. No dwelling or other structure shall be erected closer to the front lot line than 25 feet. No dwelling or other structure shall be erected closer than 25 feet to a rear lot line, or closer than 7 1/2 feet to any side interior lot line, except for a swimming pool. No swimming pool, screen enclosure, decking or outbuilding shall be erected within any easement (except as provided herein), or closer than 5 feet to rear lot line or closer than 5 feet to any side interior lot line. No dwelling or other structure situated on a corner lot shall be erected closer than 25 feet to any street right-of-way. Setback lines for odd shaped lots shall be as nearly as possible set out for the purpose of determining compliance with the foregoing, porches shall not extend beyond any setback lines, but eaves, stoops, wing walls, and steps shall not be considered as part of the building, and may extend beyond any setback lines, provided, however, that this shall not be construed to permit any portion of a building on any Lot to encroach upon any other Lot.

**76.** Structures Generally:

No building or other structure, other than a builder's temporary structure, shall be erected on any Lot prior to the construction of a dwelling. A garage, or any other permitted structure, whether built simultaneously with or subsequent to the construction of a dwelling, shall be substantial and shall conform architecturally with the dwelling.

**87.** Nuisance Prohibited:

No residence or other structure on any Lot shall be used for commercial or business purposes, except that an owner or occupant residing on the Lot may conduct business within the Lot so long as (a) the existence of operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the community; (c) the business activity does not involve door to door solicitation of Owners; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other Lot owners, as may be determined in the sole discretion of the Board, except as set forth in Paragraphs 27 and 28 of this Article.

**Commented [1]:** Remove this line because paragraphs 27 and 28 don't exist

Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to the neighborhood. No noxious, offensive or illegal activities shall be carried on upon any Lot. Without limiting the generality of the foregoing:

(a) The assembly or disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkept conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size (not including designated approved holidays pursuant to Florida State Statute 791.08); and such other inherently dangerous activities shall not be pursued or undertaken on any Lot.

(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 Properties.

**98.** 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, or any approved utility building or outbuilding.

**109.** 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, be, go in, 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 thereof; and provided further that no more than a total of two (2) such animals may be kept on any Lot.



**110.** Signs:

No signs of any kind including "For Rent", "For Sale", and other similar signs shall be displayed to the public view, erected or maintained on any Lot except for one (1) professionally lettered sign not more than two square feet in size, advertising the Property for sale or rent; and except for signs approved by Declarant used by a builder to advertise the Lot(s) during the construction and sales period; or except as may be required by legal proceedings. Decorative flags or political election signs may be installed or erected no earlier than one (1) month prior to the event/election, and must be removed no later than one (1) month after the date of the event/election. There shall only be one (1) political election sign visible per Lot.

**124.** Exterior Attachments:

No clotheslines, or clothes hanging devices exterior to a residence, and No permanent basketball hoops. Portable basketball hoops are permitted, but must be well maintained, in good condition, and located such that they are able to be used without interference, such as from branches or limbs and are not a nuisance. All goals should be mounted on poles with well maintained nets, rims, and backboards. It shall be the Owners responsibility to be aware of neighboring unit owner's concerns and should use due courtesy regarding hours of play, and no solar devices, as Per the Federal Communications Commission, exterior radio, television, electronic or like antennas, aerials 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, however, when possible, they should be installed in a in such manner or location as to be hiddenvisible from the public streets, or neighboring Lots. Antennas must be well maintained. If antennas are inoperable, they must be removed from the Lot.

**Commented [2]:** Florida State Statute 163.04 indicates that deed restrictions cannot prohibit or have the effect of prohibiting solar collectors, clothes lines, or other energy devices. We need to remove this.

Solar devices are allowable per FL State Statute 163.04 however the Board 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.

Clotheslines are also allowed per FL State Statute 163.04 however the Board requires the location of clotheslines to be out of sight from the street.

The installation of any solar devices or clotheslines that will be visible from the street must be approved by the Architectural Control Committee by way of an Exterior Improvement Request Form.

Winter holiday lights and/or holiday decorations normally associated with an event or holiday may be installed or erected no earlier than one (1) month prior to the event, and must be removed no later than one (1) month after the date of the event.

**132.** Utility Easements:

Easements for 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 utilities, or interfere with the installation or maintenance of or which may impede the flow of water through drainage channels in the easements.

**143.** 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 clear cutting of trees shall be performed in violation of law, or of this Declaration. Lot Owners should refer to all Hillsborough County rules, guidelines, and regulations related to tree trimming and tree removal. Proper permits must be obtained when required.

If a tree is going to be removed, an Exterior Home Improvement Form must be completed and approved.

**154.** Fences, Walls and Hedges:

Fences, walls and hedges may be constructed or maintained only as permitted by Declarant, but in no event to exceed the current eight (8) feet in height per Hillsborough County Code Article VI, Section 6.07.00. Preferred materials of construction for fencing are weather resistant wood, pressure treated lumber, plastic, rod iron and wood composite. No fence, wall or hedge shall be constructed or maintained between a front street and front dwelling line or between a side street and the side dwelling line, provided, however, that a decorative wall or entrance forward of the front dwelling line or forward of the side dwelling line fronting a side street may be permitted if it conforms architecturally and aesthetically with the dwelling. Hedges must be manicured and trimmed in an aesthetically pleasing manner.

If a fence is going to be installed or replaced, an Exterior Home Improvement Form must be completed and approved.

**165.** Sidewalks:

Simultaneously with the construction of a dwelling on any Lot, a four foot (4') wide cement 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 Site Plan approved by Declarant. Lot owners are responsible for pressure washing all sidewalks adjacent to their Lot and the removal of overhanging debris that block the sidewalk and prohibit pedestrians from safely walking.

**176.** Ponds, Cypress Trees and Conservation Areas:

Any ponds or other water retention area, on Lots within the Property, are for the exclusive use of the owners and occupants of those Lots on which such ponds are located. The area(s) shown as "conservation area" or "drainage retention area", on any recorded plat of the Property, shall be left to remain and survive intact in its present (created or natural) condition, character and state. The disturbance in any manner of the existing (created or natural) condition, character and state of such areas, or the vegetation thereon, or the ecology, typography or bionomics thereof, is hereby prohibited. It is the intention of the Declarant that these areas shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted by law. Notwithstanding the foregoing, Declarant may change, disturb, and affect such areas as permitted or required by law in the course of the development of the Property.

**187.** Special Easement Area Number:

Block 1, Lots 58 through and including 60, 62 through and including 64, 80 through and including 82, 91, 92, 95 and 97, SECTION F, UNIT 3 of NORTH LAKES SUBDIVISION, inclusive, shall be subject to the following additional deed restrictions for the SPECIAL EASEMENT AREA 2 as shown on the plat.

- a. The Owner shall not construct any structure, any chain link fence, or remove or destroy any tree which is three (3) inches or greater in diameter in the SPECIAL EASEMENT AREA 2 as shown on the plat.
- b. Swimming pools will generally be allowed In the SPECIAL EASEMENT AREA 2 unless their construction results in destruction of trees In a manner unacceptable to the Review Committee.
- c. The restrictions shall run with the land.
- d. The restrictions may be enforced by the Review Committee set forth in Paragraph e. below and by Declarant or any individual, association or corporation assigned the right of enforcement by Declarant in written instrument, recorded in the public records of Hillsborough County, Florida.
- e. The foregoing restrictions (Paragraphs 17.a.,b.,c. and d.) may be waived only by a Review Committee composed of LUCIUS M. DYAL, JR. and a representative designated by Declarant. The unanimous concurrence of the Review Committee shall be required to permit waiver of these restrictions. If DYAL shall cease to be a resident of property located adjacent and contiguous to North Lakes Subdivision, then DYAL shall be replaced on the Committee by a person acceptable to at least ten (10) residents living on Berger Road and who is acceptable to Declarant or its designated representative. If ten (10) residents on Berger Road shall not agree on a replacement then DYAL'S replacement shall be selected by Declarant, its designee or assignee from residents who live on Berger Road.
- f. Declarant may assign its rights to serve on the Committee. If Declarant assigns its rights on the Committee, the assignment shall be recorded in the public records of Hillsborough County, Florida.
- g. If the Review Committee does not take action to either approve or disapprove the submission from the Lot Owner within thirty (30) days after receipt of the plans and specifications from the Lot Owner, the request shall be deemed approved. If the Review Committee issues a decision to approve or deny the request, such decision shall be recorded in the Public Records of Hillsborough County, Florida.
- h. The foregoing restrictions shall not prohibit maintenance or other activity including construction, by Declarant, it's transferee or Hillsborough County.

~~19.~~ **COMMERCIAL USES:**

~~No trade, business, profession or other type of commercial activity shall be carried on upon any Lot, except that real estate brokers, Owners, and their agents may show dwellings and lots for sale or lease, and except as set forth in Paragraphs 27 and 28 of this Article.~~

~~1920.~~ Required Enclosures:

All garbage or trash containers, oil tanks, bottle gas tanks, water tanks, water softeners, woodpiles, air conditioners, pool equipment, and other similar items, structures, equipment, apparatus or installations shall be placed under the surface of the ground or within walled or fenced In areas so as not to be visible from the public streets or neighboring Lots.

~~201.~~ Appearance Of Lots:

**Commented [3]:** This should be removed; it is repetitive of Section 8

No Lot or any part thereof shall be used as dumping ground for rubbish. Each Lot, whether occupied or unoccupied, 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; no 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 twenty-four (24) hours of such expected removal. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purposes of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

#### 212. Lot Upkeep And Maintenance:

All Lot Owners with completed residences thereon, shall keep and maintain such Owner's Lot, 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 healthy, weed free environment for optimum plant growth; painting, repairing, replacing and caring for roofs, gutters, 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 home in a condition comparable to their original condition, normal wear and tear excepted.

#### 223. Motor Vehicles:

##### Parking:

Vehicles shall be parked only in the garages or driveways. No portion of any vehicle may be parked on any grass, sod, or lawn or sidewalk. No portion of any vehicle should block the sidewalk path as to not allow the safe use of sidewalks by pedestrians. No vehicle may be parked in a location that impedes ingress or egress.

##### Prohibited Vehicles:

Commercial vehicles, vehicles with commercial writing on or visible from the exterior indicating a trade or occupation or tools or equipment visible from the exterior indicating a trade or occupation, vehicles equipped with a ladder rack or other rack or storage system used or designed for commercial purposes, vehicles primarily used or designed for commercial purposes, as well as tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, conversion vans, boats and other watercraft, and boat trailers shall be parked only in enclosed garages. As used herein "Conversion van" shall refer to a self-propelled motor vehicle converted to provide temporary living quarters. However, conversion vans modified only and exclusively for the transportation of a disabled or handicapped person, and whose size precludes parking in the resident's garage, may park in the

resident's driveway. The owner of such a van must possess a current state issued handicap hang tag or license plate. With respect to vehicles on which there is commercial writing or which have tools or equipment visible from the exterior indicating a trade or occupation, such vehicles shall be parked only in enclosed garages or areas, regardless of whether the owner or operator attempts, in any manner or through any means, including the use of magnetic panels or labels, tarpaulins, canvas, plastic sheeting, or tape, to temporarily conceal such writing, tools, or equipment while the vehicle is parked on the Lot. For purposes of this subsection, official fire department vehicles, code enforcement vehicles or vehicles owned by the County and any vehicle owned by a law enforcement agency or assigned to a law enforcement officer shall not be considered a commercial vehicle. Stored vehicles and vehicles that are either obviously inoperable or do not display current license plates shall not be permitted on the Lot except within enclosed garages. For purposes of this section, "inoperable" means unable to operate on its own power or to be driven lawfully on the highways of the State of Florida. Also, for purposes of this subsection, a vehicle shall be considered stored if it is covered with a tarpaulin or so covered for any part of each of fourteen (14) consecutive days without the prior approval of the Board. Use of a protective cover for less than fourteen (14) days is allowed as long as the cover is maintained in good condition with no stains, holes, tears, or fading and as long as a valid, unexpired license plate is visible. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Lot only for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or Common Area.

Except as hereinafter expressly provided, no boat, boat trailer, camper, mobile home, travel trailer, van of any type, aircraft, glider, truck of any type, trailer, bus, motorcycle, automobile, or other motor vehicle 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 on a Lot so as not to be visible from the public streets and neighboring Lots.

A private passenger vehicle (automobile) owned or used by the Owner or occupant of any Lot, may only be parked in the subdivision on a driveway, or in a garage. No vehicles shall be permitted to be parked overnight upon the streets.

No Owner or occupant of a Lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any Lot, or on any public street in the subdivision except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

No truck of any type, or van of any type, or any kind of school bus shall be permitted to be parked in the subdivision or on any Lot or public street therein for a period of more than four (4) hours, unless the same is present in actual construction, repair or maintenance of any Lot, or the buildings and improvements located thereon, or the actual loading or unloading of goods, household effects, materials or equipment used in connection therewith.

**234.** Contractors:

All buildings, structures or improvements placed on any Lot shall be erected by a licensed contractor.

**245.** Exemption Of Developer:

Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, or its designated assigns or its or their contractors, or subcontractors, from doing or performing on all or any part of the Properties owned or controlled by Declarant, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development, including, without limitation:

- a. Erecting, constructing, and maintaining thereon such structures as may be reasonably necessary for the conduct of Declarant's business of completing the development and establishing the Properties as a residential community and disposing of the same in Lots by sale, lease or otherwise; or
- b. Conducting thereon its business of completing the development and establishing the Properties as a residential community and disposal of the Properties in Lots by sale, lease or otherwise; or
- c. Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease or other transfer of the Property. All provisions of this Declaration In conflict with this Paragraph shall be deemed inoperative as to Declarant and its designated assigns.

**256. EXEMPTION OF DECLARANT AND DESIGNATED BUILDERS:** Every person, firm or corporation purchasing a Lot recognizes that Declarant, or a builder designated in writing by Declarant, shall have the right to:

- a. Maintain furnished model homes on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient; and
- b. Erect and maintain such signs on the Lots in connection with the uses permitted in (a) above.

Declarant's and builder's rights under the preceding sentence shall terminate on upon the happening of either of the following events, whichever first occurs: (1) when seventy-five percent (75%) of the lots have been sold, or (2) when Class B membership converts to Class A membership; or (3) on January 1, 1986, unless prior thereto Declarant has indicated its intention to abandon such rights by a written instrument duly recorded. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model homes and signs shall not be restricted or limited to Declarant's or builder's sales activity relating to the Properties, but shall benefit Declarant, or builder in the construction, development, and sale of such other property and lots which Declarant or builder may own.

All provisions of this Declaration in conflict with this paragraph shall be deemed inoperative as to Declarant or a designated builder.

IN WITNESS WHEREOF, Declarant has caused these presents to be duly executed In its corporate name, by its officers duly authorized, and its Corporate Seal to be affixed hereto, the day and year first above written.

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NATIONAL INVESTORS PENSION INSURANCE COMPANY

BY: Vice President

ATTEST: Assistant Secretary

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this    day of    1983, before me personally appeared John Coffill and James M. Mancuso, respectively, the Vice President and Assistant Secretary of NATIONAL INVESTORS PENSION INSURANCE COMPANY, an Arkansas corporation, to me known to be the individuals and officers described in the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and the official seal for said corporation is duly affixed thereto, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal this    day November, 1983.

Notary Public

My Commission Expires:

SUAREZ HOUSING CORP.

BY: Jack D. Suarez, Vice-President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this    day of November    ,1983, before me personally appeared Jack D. Suarez, Vice-President, respectively, the Vice-President of Suarez Housing Corp., a Florida Corporation, to me known to be the individual and officer described in the foregoing instrument and severally acknowledged the execution thereof to be his free act and deed as such Officer thereunto duly authorized; and the official seal for said Corporation is duly affixed thereto, and the said instrument is the act and deed of said Corporation.

WITNESS my hand and official seal this November, 1983.

Notary Public

My Commission Expires:



NORTH LAKES SECTION F - UNIT 3

DESCRIPTION: A parcel of land lying in Section 22, Township 27 South, Range 18 East, Hillsborough County, Florida and being more particularly described as follows:

From the Southeast corner of said Section 22, run thence N. 00°18'42"E., 841.05 feet along the East boundary of said Section 22 to the Point of Beginning of the herein described parcel; thence N.44°50'03"W., 46.95 feet; thence S.56°55'40"W., 626.20 feet; thence S.46°31'57"W., 58.76 feet; thence S.21°00'00"W., 77.84 feet; thence S.06°38'17", 67.98 feet; thence S.22°11'14"E., 44.79 feet; thence S.30°21'01"W., 170.06 feet to a point on a curve; thence Southeasterly 44.39 feet along the arc of a curve to the left having a radius of 200.00 feet (chord bearing S.66°00'30"E., 44.30 feet); thence S.17°38'00"W., 431.05 feet; thence N.25°17'32"W., 682.29 feet; thence S.60°16'11", 645.00 feet; thence N.17°35'18"W., 1094.46 feet; thence N.75°14'28"E., 232.09 feet; thence N.3P09'55"e., 28.30 feet; thence S.20014'52"E., 100.00 feet; thence N.69°45'08"E., 853.09 feet; thence N.20014'52"W., 100.00 feet; thence N.69°45'08"E., 1325.11 feet; thence S.00°18'42"W., 1370.71 feet to the Point of Beginning.

Containing 54.30 acres, more or less.

The above portion of CRENSHAW LAKES vacated in O.R. Book 3852, Page 95 thru 100

NORTH LAKES SECTION F - UNIT 2

DESCRIPTION: A parcel of land lying in Section 22, Township 27 South, Range 18 East, and Section 27, Township 27 south, Range 18 East, Hillsborough County, Florida and being more particularly described as follows:

Beginning at the Northeast corner of said Section 27, run thence N.80046'38"W., 652.45 feet along the North boundary of said Section 27 and the North boundary of a 200.00 foot Tampa Electric Company right-of-way as recorded in O.R. Book 1183, Page 389 of the Public Records of Hillsborough County, Florida; thence S.09°30'00"W., 202.65 feet; thence S.89°46'38"E., 686.95 feet along the South boundary of said right-of-way; thence S.53°38'27"W., 999.40 feet; thence S.22°06'34"W., 112.79 feet, thence N. 89°00'00"W., 257.59 feet; thence N.64°00'00"W., 225.00 feet; thence S.65°25'00"W., 220.00 feet; thence N.80000'00"W., 270.00 feet; thence S.61°50'00"W., 454.64 feet; thence along the Northeasterly right-of-way line of North Lakeview Drive the following (4) courses, (1) Northerly 151.21 feet along the arc of a curve to the left having a radius of 813.00 feet (chord bearing N .19°08'50"W., 151.00 feet) to a point of tangency; (2) thence N.24°28'34"W., 75.15 feet to a point of curvature; (3) thence Northwesterly, 316.37 feet along the arc of a curve to the left having a radius of 904.55 feet (chord bearing N. 34°2 9'45"W., 314.76 feet) to a point of compound curvature; (4) thence Northwesterly, 135.66 feet along the arc of a curve to the left having a radius of 855.00 feet (chord bearing N.49°03'39"W., 135.51 feet); thence N.48°30'00"E., 308.38 feet; thence N.00013'22"E., 98.48 feet; thence S.89°46'38"E., 1556.04 feet along the South boundary of the aforementioned Tampa Electric Company right-of-way; thence N.09°30'00"E., 202.65 feet to a point on the North boundary of said Section 27; thence N.09°30'00"E., 29.37 feet to a point of curvature; thence Northerly, 1.03 feet along the arc of a curve to the right having a radius of 305.00 feet (chord bearing N.09°35'47"E., 1.03 feet); thence N.89°46'38"W., 380.11 feet; thence N. 17°38' 00"E., 431. 05 feet; thence Northwesterly, 44.39 feet along the arc of a curve to the right having a radius of 200.00 feet (chord bearing N.66°00'30"W., 44.30 feet); thence N.30021'01"E., 170.06 feet; thence N.22°11'14"W., 44.79 feet; thence N.06°38'17"E., 67.98 feet; thence N.21°00'00"E., 77.84 feet; thence N.46°31'57"E., 58.76 feet; thence N.56°55'40"E., 626.20 feet; thence S.44°50'03"E., 468.95 feet, thence S.00018'42"W., 841.05 feet along the East boundary of said Section 22 to the POINT OF BEGINNING.

Containing 52.60 acres, more or less.

The above portion of CRENSHAW LAKES vacated in O.R. Book 3852, Page 95 thru 100

**NORTH LAKES SECTION F - UNIT 1**

DESCRIPTION: A parcel of land lying in Section 22, Township 27 South, Range 18 East, Hillsborough County, Florida and being more particularly described as follows:

From the Southeast corner of said Section 22, run thence N. 89°46'38"W., 1837.20 feet along the South boundary of said Section 22 and the North boundary of a 200.00 foot Tampa Electric Company right-of-way, as recorded in O.R. Book 1183, Page 389 of the Public Records of Hillsborough County, Florida to the POINT OF BEGINNING of the herein described parcel; thence continue along said line N.89°46'38" W., 1317.97 feet; thence along the Northerly right-of-way line of North Lakeview Drive the following (2) courses, (1) Westerly, 223.26 feet along the arc of a curve to the left having a radius of 405.00 feet (chord bearing N.73°59'05"W., 220.45 feet) to a point of tangency; (2) thence N.89°46'38"W., 266.33

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feet; thence N.20°58'00"W., 166.00 feet; thence N.04°11'28"E., 300.05 feet; thence 82°39'45"E., 148.00 feet; thence N.88°18'32"E., 292.00 feet; thence N.57°49'49"E., 282.54 feet; thence S.83°13'41"E., 352.35 feet; thence N.74°54'36"E., 220.00 feet; thence S.17°35'18"E., 844.46 feet to the Point of the Beginning.

Containing 25.94 acres, more or less.

The above portion of CRENSHAW LAKES vacated in O.R. Book 3852, Page 95 thru 100.

This document was amended on INSERT DATE from a generated document created on created generated on November 11th, 2000, using Microsoft Word/Windows 2000 and is an electronic recreation of the original Declaration of Restrictions as set forth on July 29th, 1983.

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