

GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions and easements are herewith imposed on the Property:

Section 1. Residential Use of Property. All Lots shall be used for single-family, residential purposes only, and no business or business activity shall be carried on or upon any Lot at any time, except with the written approval of the Architectural Control Committee; provided, however, that nothing herein shall prevent Declarant or any Builder in ERIN ARBOR from using any Lot owned by Declarant or such Builder for the purpose of carrying on business related to the development, improvement and sale of Lots; provided, further, private offices may be maintained in dwellings located on any of the Lots so long as such use is incidental to the primary residential use of the dwellings and so long as it is not the primary business address or primary place where business is conducted.

Section 2. Lawful Use. No Lot may be used for any purpose tending to injure the reputation of ERIN ARBOR, nor to disturb the neighborhood, nor occupants of adjoining property, nor to constitute a nuisance, nor in violation of any public law, ordinance or regulation in any way applicable thereto.

Section 3. Setbacks and Building Lines.

(a) Dwellings: Each dwelling which shall be erected on any Lot shall be situated on such Lot in accordance with the building and setback lines shown on the Plats or required by Law. In no event shall any dwelling be erected and located upon any such Lot in a manner which violates or encroaches upon the building and setback lines shown on the Plats or required by Law. Front, rear and side setback requirements as established by Law at the time of recordation of this Declaration must be observed.

(b) Walls and Fences: No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than the minimum building setback line unless the same be a retaining wall of masonry construction which does not in any event rise above the finished grade elevation of the earth embankment so retained, reinforced, or stabilized. This restriction may be waived in whole or in part by

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the Architectural Control Committee in its sole and absolute discretion.

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(c) Terraces and Eaves: For the purpose of determining compliance or noncompliance with the foregoing building line requirements, terraces, stoops, eaves, wing-walls, and steps extending beyond the outside wall of a Structure, shall not be considered as a part of the Structure.

Section 4. Minimum Living Area. The living area of the main Structure (dwelling), exclusive of garages, shall not be less than: 1600 square feet for a one-story dwelling and 1800 square feet for a two-story dwelling.

Section 5. Obstructions to View at Intersections. The lower branches of trees or other vegetation shall not be permitted to obstruct the view at street intersections.

Section 6. Use of Outbuildings and Similar Structures. No Structure of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, camper, shack, tent, garage, barn or other structure of a similar nature shall be used as a residence, either temporarily or permanently; provided, this Section shall not be construed to prevent the Declarant and Builders from using sheds or other temporary structures during construction. No Lot, building or building site shall be used or occupied by other than a single family and family servants, and shall not be used for other than residential use, except for the model homes and offices, construction and information trailers, approved by Declarant or Architectural Control Committee, until such time as sold for residential use, after which time said Lot or Lots shall be used for single family residential purposes only.

Section 7. Building Materials. No building materials or equipment 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 reasonably necessary for the construction to completion of the structure to which same is to be used.

Section 8. Commencement and Completion of Construction. The Association shall have the right to take appropriate Court action, whether at law or in equity, to compel the immediate completion of any Residence or Structure not completed within one (1)

year from the date of commencement of construction. The construction of any dwelling, or repair or replacement of any dwelling damaged by fire or otherwise, or other Structure, must be promptly undertaken, and pursued diligently and continuously to substantial completion by its Owner without unreasonable delay. Without limitation, if any Owner leaves any dwelling or Structure in an incomplete condition for a period of more than six (6) months, then the Association may complete all required restoration or construction, or may raze and otherwise remove the incomplete Structure from such Owner's Lot, by a vote of not less than two-thirds (2/3) of the members of the board after reasonable notice to, and reasonable opportunity to be heard by, the Owner affected. All costs so incurred by the Association may be specifically assessed against such Lot as provided in Article IV herein.

Section 9. Time for Construction. If an Owner of a Lot, or his/her heirs or successors or assigns do not complete a structure upon the Lot within thirty (30) months from the date of original purchase from the Declarant, Declarant shall have the option of repurchasing the Lot at the price paid by the original Lot Owner plus interest at the rate of 6% per annum from the date of the original purchase to the date of repurchase by Declarant. This provision shall be specifically enforceable by Declarant.

Section 10. Pets and Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that not more than two (2) dogs, cats or other small household pets may be kept, and not more than four (4) birds may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Those pets which are permitted to roam free or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any property located adjacent to the Lots may be captured and destroyed at the discretion of the Board. Dogs which are household pets shall at all times, whenever they are outside of the home on a Lot or a fenced in area of the Lot, shall be confined on a leash held by a responsible Person. All animal droppings shall immediately be picked up by the Owner of the animal.

Upon delivery to the Board of a petition signed by at least three (3) Lot Owners indicating that a pet is causing a nuisance will

force the Board to take immediate action to first notify the pet Owner of the problem, allow 48 hours for the pet Owner to correct the problem and if no resolution is arrived at within 48 hours, the Board shall immediately commence whatever action is necessary in order to have the animal captured and removed.

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Section 11. Offensive Activities. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such Owner's Lot. No Lot shall be used, in whole or in part, for the storage of any property . . . thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to any Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other Owners or occupants of other Lots in ERIN ARBOR.

No construction activity whatsoever shall be permitted on any Lot nor anywhere within ERIN ARBOR from Saturday at 12:00 noon through 7:30 a.m. Monday, nor on the following holidays: New Years Day, Good Friday, Easter, Memorial Day, Independence Day Labor Day, Thanksgiving and Christmas. Construction activity within BLOOMINGDALE RIDGE is permitted from 7:30 a.m. to 7:30 p.m. Monday through Friday and on Saturday from 7:30 a.m. through noon.

Section 12. Signs. No advertising signs or billboard shall be erected on any Lot or displayed to the public on any Lot except a professional lettered sign, one square foot in size and a sign of not more than four (4) square feet in area may be used to advertise the Lot for sale or rent. This restriction shall not apply to signs used to identify and advertise ERIN ARBOR as a whole nor to signs for selling Lots and/or houses during the development and construction period, provided such signs are approved by the Architectural Control

Committee. No pool company signs shall be permitted to be displayed anywhere in BLOOMINGDALE RIDGE.

Section 13. Wall and Planter Easements. Any and all walls, entry features, fencing, landscaping, or other screening installed by Declarant or any other party where such installation is undertaken with the approval of or at the direction of Declarant on or along the perimeter of the Property as part of The Work and any signs located thereon, shall be considered part of the Wall and Planter Easement Area regardless of whether it is located in a public right of way on a Lot. The perimeter walls shall be a minimum of six (6) feet high, measured from grade to the top of the wall unless otherwise approved by the Board or Architectural Control Committee.

The Association shall be responsible for all costs of maintaining, repairing, and replacing the walls, fencing signs and landscaping located on the Wall and Planter Easement, except that the Owner of a Lot upon which a wall sits is expected to maintain, paint and keep in good condition the interior portion of the wall which is on the Owner's Lot regardless of whether it is located in a public right-of-way or on a Lot.

Section 14. Sidewalks. The Owner of each Lot shall be responsible, at the Owner's sole cost and expense, for the installation of sidewalks on or in front of such Owner's Lot in accordance with the requirements of Hillsborough County ordinances. Installation of said sidewalks shall be completed concurrently with the completion of the residence, but in all events within thirty (30) months from the date of closing of sale of each Lot from the Declarant to the first Owner. If, upon dedication of the road and road right-of-way to the County, the County fails to maintain the sidewalks, each Owner, at such Owner's sole cost and expense shall maintain the sidewalk on or in front of such Owner's Lot. To assure visual uniformity of sidewalks the Architectural Control Committee shall establish how and with what materials any installation, maintenance, or repair shall be performed. If any Owner fails to comply with the requirements of this Section after reasonable notice, the Association or its duly authorized agents shall have the right, but not the obligation, at any time, from time to time, without any liability to the Owner for trespass or otherwise, to enter any Lot for the purpose of maintaining the sidewalks and enforcing, without

any limitation, all of the restrictions as set forth as part of this Declaration. All costs so incurred by the Association may be specifically assessed against such Lot as provided in Article IV, herein.

The Declarant reserves an easement for access over and on the sidewalks with said easement also being for the purpose of enforcing, without limitation, the reservations and restrictions set forth herein which shall include the repair and maintenance of the sidewalks.

Each Owner shall have a cross easement appurtenant for use of the sidewalks, subject to the limitations and restrictions stated herein.

Section 15. Aesthetics, Nature Growth, Screening, Fences, Underground Utility Service, Clothes Lines, Trees, Shrubs, Trash Containers, Air Conditioners and Solar Collectors. Trees which have a diameter in excess of four (4) inches measured two (2) feet above ground level, shall not be intentionally destroyed or removed unnecessarily. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, and similar structures or installation shall be placed under the surface of the ground or in walled-in areas so as to not be visible from the street or any other Lot.

All air conditioner compressors shall be screened with shrubbery or solid fencing so as to be wholly or substantially not visible from a street or any other Lot.

No fence, hedge or wall shall be higher than six feet. No fence or wall shall extend into the frontyard beyond the front building pad of the house. Any hedge which shall extend into the front yard beyond the front building pad of the house may not exceed 3 1/2 feet in height. All fences or walls must be approved in writing by the Architectural Control Committee.

Clothes lines are not permitted unless they are completely hidden from the view of persons off the Lot from any direction. All residential utility service, including but not limited to lines, pipes and wiring to residences, shall be underground. Any solar energy collector or related item must be located so that it is not visible from the golf course or street(s) in front of, or on the side of, the Lot on which said equipment or device is located and must be approved by the Architectural Control Committee.

Section 16. Detention Ponds, Water Retention Areas:

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- a. Pumping Prohibited: Pumping of water shall not be permitted from any lake or pond for any reason such as irrigation or the like.
- b. No Boats: No motorized vessels, canoes, prams, sailboats shall be permitted on any lake or pond.
- c. Docks: No docks, ramps or floating platforms shall be allowed on any lake or pond.
- d. Lake Boundary: The existing boundary of any lake or pond shall not be modified, in any fashion by filling or excavating the bank. No canals or excavation shall take place on the Property which diverts water from any lake or pond.

Section 17. Swimming Pools and Spas. Swimming pools and spas shall not be nearer than ten (10) feet from any Lot line and must conform to building requirements as required by applicable law and must be located to the rear of the main Structure unless a different location is authorized in writing by the Architectural Control Committee. No above ground swimming pools shall be erected, constructed or installed on any Lot. All pool equipment which can be buried underground must be buried underground and all equipment which cannot be buried must not be visible from a street or any other Lot. A wall, fence or hedge may be used around pool equipment to buffer the view of the equipment from the street or any other Lot.

Section 18. Sprinkling Systems. All Lots with houses thereon must have 100% underground sprinkling coverage in operable condition. Each Lot with a house thereon shall have a sprinkler system which provides coverage for ground areas on said Lot and adjacent roadway rights-of-way.

No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within ERIN ARBOR shall be installed, constructed or operated within ERIN ARBOR. All sprinkler and irrigation systems shall draw water only from county water supplies.

Section 19. Maintenance. Each Owner shall keep and maintain each Lot and Structure owned by such Owner, including all landscaping located thereon, in good condition and repair, including, but not limited to (i) the repairing and painting (or other appropriate

external care) of all Structures; (ii) the seeding, watering and mowing of all lawns; and (iii) the pruning and trimming of all trees, hedges and shrubbery so that the same do not obstruct the view by motorists, pedestrians or street traffic. If in the opinion of the Architectural Control Committee any Owner shall fail to perform the duties imposed by this Section, the Architectural Control Committee shall notify the Board. If the Board shall agree with the determination of the Architectural Control Committee then the Board shall give written notice by certified mail to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy such condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of the aforesaid notice of violation, the Architectural Control Committee and the Board shall have, in addition to all other rights set forth in this Declaration, at law or in equity, a Right of Abatement as provided in Article VIII, Section 1 hereof.

Section 20. Antennae. No radio, television transmission or reception antennae, or tower shall be erected on any Lot or Structure. In no event shall any satellite receiving apparatus or free standing transmission or receiving towers be permitted.

Section 21. Window Air Conditioners. Each home shall have central air and heat and no auxiliary systems. Window air conditioners are prohibited.

Section 22. Trailers, Trucks, School Buses, Boats, Boat Trailers and Commercial Vehicles. No house trailers or mobile homes, school buses, trucks or commercial vehicles over one (1) ton capacity, boats or boat trailers shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or completely screened from view. Notwithstanding the foregoing, no passenger automobiles may be parked in driveways, unless the garage is used to its designed capacity for the storage of vehicles, and if the number of vehicles owned by the Owner exceeds the capacity of the garage. The foregoing will not be interpreted, construed, or applied to prevent the temporary nonrecurrent parking of any vehicle, boat or trailer for a period not to exceed forty-eight (48) hours upon any Lot. No stripped, unsightly,

offensive, wrecked, junked or dismantled vehicles or portions thereof shall be parked, permitted, stored or located upon any Lot.

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Section 23. Furniture and Appliances. No furniture or appliances designed for normal use of operation within dwellings, shall be parked, permitted, stored or located on the outside of a home.

Section 24. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. No weeds, rubbish, debris, object or materials of any kind shall be placed or permitted to accumulate upon any Lot if it renders the Lot unsanitary, unsightly, offensive or detrimental to any other property in the vicinity. Trash, garbage or other waste shall not be kept except in sanitary containers designed for that purpose. All equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition. All service yards or service areas, sanitary containers, and storage piles on any Lot shall be enclosed or fenced in such a manner that the yards, areas, containers and piles will not be visible from any neighboring property or street. Sanitary containers and bundled trash may be set out for no more than 12 hours before pick-up and containers removed within 12 hours after pick-up. If such litter or other materials are found on any Lot, the same will be removed by the Owner of such Lot, at the Owner's expense, upon written request of the Architectural Control Committee or the Board.

The Owner of a Lot shall be responsible for the clean up of construction debris and for maintaining the Lot, reasonably clean and neat, during construction activity. Clean up of erosion and dirt run off shall be the responsibility of the Lot Owner and must be cleaned up immediately.

Section 25. Changing Elevations. No Owner shall excavate or extract earth from a Lot for any business or commercial purpose. No elevation changes shall be permitted unless they conform with the overall subdivision grading plan or are approved in writing by the Architectural Control Committee.

Section 26. Water System. Water shall be supplied through County municipal system. No well shall be sunk or drilled on any Lot.

Section 27. Driveways and Entrance to Garage. All driveways and entrances to garages shall be concrete or a substance

approved in writing by the Architectural Control Committee and of a
uniform quality.

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Section 28. Garages and Parking. Each dwelling must have a garage of sufficient size to house at least two (2) passenger automobiles. All garages must be substantial and conform architecturally to the dwelling to which they relate. When garages are not in use, garage doors shall be closed. Garages shall be used only for parking motor vehicles and storing Owner's household goods.

Section 29. Unsightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of any lot.

Section 30. Lot Division. No Lot shall be expanded or divided to accommodate more than one building site per full Lot. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Architectural Control Committee. Declarant, however, hereby expressly reserves the right to replat any and all Lots. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 31. Roofs. No projections of any type shall be placed or permitted to remain above the roof of the building with the exception of one or more chimneys or vent stacks. No outside television or radio pole or antenna or other electronic device shall be constructed, erected or maintained on any building nor on any Lot or connected in such manner as to be visible from the outside of any building.

Section 32. Hardship Waiver. The Architectural Control Committee is authorized to grant hardship waivers to Lot Owners in the event the strict application of these restrictions presents a bona fide hardship.

Section 33. Oil Drilling. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted on any Lot. No derrick or other structure

designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

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Section 34. Exterior Finishes. No exposed, painted or unpainted concrete block is permitted on the exterior of any house. All homes must be finished on all exterior surfaces with stucco, brick, stone, wood, tile or other like materials of a finish grade.

Section 35. Conservation Area. The areas shown as "conservation areas", "retention" or "detention" areas or "ponds", or "drainage easements", if any, on the Plats or otherwise set forth in the public records shall be left to remain and survive intact, in their present, natural condition and state. The disturbance in any manner of the existing, natural condition, character and state of the "conservation areas", "retention" or "detention" areas or "ponds", or "drainage easements", or the vegetation thereon, or the ecology or topography thereof, is absolutely prohibited. It is the intention of the Declarant that the "conservation areas", "retention" or "detention" areas or "ponds", or "drainage easements", shall not be changed, disturbed, used, affected or molested in any manner whatsoever.

Section 36. Occupants Bound. All provisions of the Declaration and of any use restrictions promulgated pursuant thereto which govern the conduct of Lot Owners and which provide for sanctions against Owners shall also apply to all occupants of any Lot.

Section 37. Guns. The use of firearms on or within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 38. Enforcement. These restrictions may be enforced by Declarant, the Association and by any person or corporation otherwise entitled by law to enforce same.

Section 39. Special Provisions Relating to Building Activity. No parking will be allowed by builders, subcontractors and their employees except in parking areas designated by either the Declarant, the Board or the Architectural Control Committee.

The Declarant, or the Board or the Architectural Control Committee will designate areas for storage of debris and trees and other construction related trash until same can be removed from the area.

Builders and subcontractors must provide sanitation facilities, dumpsters and trash pick up and all must be removed or serviced on a daily basis.

Either the Declarant, Board or Architectural Control Committee shall designate specific routes within ERIN ARBOR to be used for construction related traffic. Builders must employ effective measures to prevent the erosion or runoff of sand, silt and/or soil prior to completion of construction of improvements.

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