

12/14

THIS DOCUMENT PREPARED BY  
AND RETURN TO  
Brian S. Hess, Esq.  
CLAYTON & MCCULLOH  
1065 Maitland Center Commons Boulevard  
Maitland, Florida 32751

12/14

The area above this line is for recording purposes only

**CERTIFICATE OF AMENDMENT TO DECLARATION OF RESTRICTIONS**  
**FOR SUNRISE**

KNOW ALL MEN BY THESE PRESENTS

That the undersigned, as President and Vice-President of SUNRISE HOMEOWNERS ASSOCIATION, INC (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF RESTRICTIONS FOR SUNRISE, recorded in Official Records Book 3492, Page 3817, of the Public Records of Brevard County, Florida, as amended (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF RESTRICTIONS FOR SUNRISE, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at the Annual Meeting of the members on the 9<sup>th</sup> day of January, 2010 (hereinafter "Meeting")

Said Amendment was approved at the Meeting in accordance with the requirements of Article X, Section 10.1 of the Declaration, as amended, by the affirmative vote of 2/3 of Owners voting in person or by proxy at any regular or special meeting of the Owners. Proper notice was given for the Meeting pursuant to the Bylaws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 11 day of January, 2010

Signed, sealed and delivered  
in the presence of

Renee J. Carney  
(Sign - Witness 1)

RENEE J. CARNEY  
(Print - Witness 1)

Lori J Hill  
(Sign - Witness 2)

Lori J Hill  
(Print - Witness 2)

Renee J. Carney  
(Sign - Witness 1)

RENEE J. CARNEY  
(Print - Witness 1)

Lori J Hill  
(Sign - Witness 2)

Lori J Hill  
(Print - Witness 2)

SUNRISE HOMEOWNERS  
ASSOCIATION, INC

BY Angela Brown  
(Sign)

Angela Brown  
(Print)

President, Sunrise Homeowners  
Association, Inc

ATTEST

Cheryl Fischer  
(Sign)

Cheryl Fischer  
(Print)

Vice-President, Sunrise Homeowners  
Association, Inc

STATE OF FLORIDA  
COUNTY OF Brevard

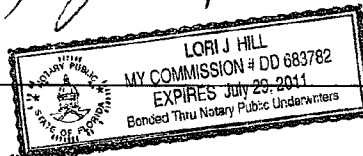
The foregoing was acknowledged before me this 11<sup>th</sup> day of January, 2010, by  
Angela D Brown as President, and Cheryl A Fischer, as Vice-  
President, of SUNRISE HOMEOWNERS ASSOCIATION, INC, a Florida not for profit corporation, on  
behalf of the corporation They are personally known to me [ ] or have produced  
FL DL 6650 004-69-770-0 \* F260 101 52-582-0 as identification

NOTARY PUBLIC

Lori J Hill  
(sign)

Lori J Hill  
(print)

(Notary Seal)  
State of Florida at Large  
My Commission Expires



## **AMENDMENT TO DECLARATION OF RESTRICTIONS FOR SUNRISE**

Article VII, Sections 7 1 through 7 6 of the DECLARATION OF RESTRICTIONS FOR SUNRISE, recorded in Official Records Book 3492, Page 3817, *et seq.* of the Public Records of Brevard County, Florida, are hereby omitted in their entirety and are replaced with the following language

...

### **ARTICLE VII Architectural Control and Restrictions**

**Section 7 1 Architectural Review Committee** There shall exist a Review Committee (hereinafter referred to as "ARC"), which shall consist of three (3) members, the ARC Chair [who shall be a voting member of the Board of Directors (Board)], and two (2) volunteer members selected by the ARC chair

Sunrise is a restricted Community of quality homes The ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the Community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures, and/or improvements, topography and conformity to the Declaration

The ARC shall review all construction plans prior to the commencement of any construction on any Lot The ARC shall review any such plans to determine whether they are in compliance with the Covenants contained within this Declaration, as well as any other restriction or guidelines applying to such Lot Any deviation from these restrictions or guidelines must be submitted to the Board for approval

Notwithstanding anything herein to the contrary, in the event of a conflict between this Section and any provision in the Association's Declaration, Articles of Incorporation and Bylaws (hereinafter collectively referred to as the "Governing Documents") and the Florida Statutes, the provisions herein shall be deemed to be modified to conform to the Florida Statutes to the degree necessary to eliminate the conflict Additionally, in the event of a conflict between this Section and any other provision in the Association's Governing Documents, the provisions herein shall be deemed to control

**Prior ARC approvals, as of this date, shall not be considered to have set a precedent for future considerations.**

**PURPOSE** The purpose of these policies and guidelines is to provide members with a description of the architectural review process and an idea of the items which are to be regulated to help enforce a community wide aesthetic standard

**STANDARDS** All construction, improvements, changes, modifications, alterations, additions or otherwise (hereinafter collectively referred to as "Improvements") to a Lot shall be made in accordance with the specifications herein, with the Governing Documents, and with all applicable government codes, standards and regulations. Owners must obtain any and all permits from appropriate governmental authorities, as may be required. The general standard to which Improvements shall be held, unless otherwise in the Governing Documents or the Florida Statutes, is the prevalent standard of aesthetics, safety and/or design, as the case may be, which is evident in the overall community. Improvements shall not include, and no Association approval shall be necessary, for repairs or replacements of aspects of existing structures, items or landscaping on a Lot when such repairs or replacements shall be an exact duplication of an aspect which was previously approved or originally installed in accordance with the requirements herein and with the Governing Documents. By way of example, the following items shall not be considered Improvements **but are considered maintenance** and shall not require Association approval:

A repainting a home the exact same colors as previously approved or originally installed in accordance with the requirements herein and with the other provisions of the Governing Documents,

B replacing a fence or portion of fence with the exact same type of fence having identical specifications (e.g., color, style, design, materials, dimensions, etc.) as the one that was previously approved or originally installed in accordance with the requirements herein and with the other provisions of the Governing Documents,

C replacing windows or doors with the exact same type of windows and doors having identical specifications (e.g., color, style, design, materials, dimensions, etc.) as the ones which were previously approved or originally installed in accordance with the requirements herein and with the other provisions of the Governing Documents

**GENERAL** Any and all Improvements to a home or a Lot are intended to be regulated under the terms hereof, even if not specifically so stated. In the event an Improvement is not specifically listed hereunder or delineated herein, Proposed Plans, as hereinafter defined, for such Improvements must still be submitted to the Association in accordance with the requirements herein and with the Governing Documents. Additionally, all Improvements which are similar in nature to any of those listed herein but which are not specifically so stated shall be deemed to be included herein and shall be regulated in the same manner as the expressly regulated item which most closely approximates the unspecified item. Moreover, despite the extent of the dissimilarity to any expressly regulated item, the new Improvement shall be regulated according to the terms herein and shall not be implemented or maintained without the prior written approval of the Association in accordance with the requirements herein and with the Governing Documents. The minimum standard to which such Improvement shall be held is the prevalent standard of aesthetics, safety and design evidenced in the overall community.

All Improvements (including, but not limited to, existing structures and landscaping) on a Lot shall be maintained, repaired, and replaced in a manner which keeps them as consistent as possible with their original condition. Any Improvements which are not maintained, repaired and/or replaced to meet or exceed the overall safety, design, and aesthetic standards of the community shall be considered a violation hereof and of the Governing Documents. The BOD and/or Arbitration committee of the Association shall have the sole, unfettered discretion to determine when such violation exists.

Subject to all applicable laws and to the extent permitted by the Governing Documents

a upon failure to maintain any improvements as aforesaid, the Association shall have the right (but not the responsibility) to enter upon the Lot and maintain, repair or replace such Improvements in order to correct the violation,

b such entry by the Association or its agents shall not constitute a trespass and by acceptance of a deed to a Lot the owner shall be deemed to have expressly given the Association the continuing permission and authority to make such entries, correct such violations and allocate the cost for same as further provided herein, and

c the cost to correct a violation of this nature shall be charged to the owner of the Lot and may, if unpaid, become a lien against such Lot and be foreclosed upon in the same manner as assessments provided for in the Governing Documents

### **DEFINED TERMS**

“Association” - refers to Sunrise Homeowners Association, Inc. and, to the extent applicable, shall include any committee or body appointed by the Sunrise Homeowners Association, Inc. to make determinations regarding architectural control in the community

“Preliminary Plans” - refers collectively to initial conceptual plans or descriptions which may be submitted to the Association for preliminary review and consideration prior to preparing and submitted Proposed Plans for Improvements

“Proposed Plans” - refers collectively to the plans, specifications and descriptions showing the proposed type, height, width, shape, size, location, color, appearance, elevation (if applicable) materials and any and all other aspects of a proposed change or alteration which shall be submitted along with any standard application forms, as may be adopted from time to time by the Association, and must be approved prior to any Improvements being implemented on a Lot

### **IMPROVEMENTS**

Preliminary Plans may be submitted to the Association for any Improvements if an owner would like to obtain a preliminary, non-binding opinion regarding an Improvement. Any response

that an owner receives with regard to Preliminary Plans shall not be considered an approval of an Improvement in any way. Submitting Preliminary Plans and obtaining a preliminary opinion with respect to such Preliminary Plans is merely for the purpose of assisting the owner to attempt to prepare Proposed Plans which will be more likely to be approved by the Association.

Proposed Plans must be submitted to and approved by the Association in their entirety prior to implementation of any aspect of an Improvement. Proposed Plans for an Improvement will not be considered complete and the Association will not be required to review Proposed Plans nor approve or disapprove them until all required and applicable aspects describing the Improvements are properly detailed and all application forms required by the Association are completed.

**Section 7.2. Construction Plan Review.** No dwelling, building, or structure of any kind shall be constructed, erected, or altered on any Lot or in any part of the subdivision until the builder, contractor, plans, specifications and locations therefor and thereof shall have been first submitted to and approved by the ARC. The plans, specifications and location of all contemplated construction shall be in accordance with the terms hereof and with all applicable Codes and Ordinances of Brevard County, State of Florida, in effect at the time of such proposed construction or alteration. The approval or disapproval of plans, specifications and location by the ARC shall be based on reasonable grounds including purely aesthetic reasons, which shall be at the discretion of the ARC, and as may be deemed sufficient. With respect to approval of builder or contractor, the ARC reserves the right, in its sole discretion (based upon reasonable grounds), to approve same. Detailed and scale sketches (1/4" - 1' scale), including location sketches, shall be submitted by the Lot Owner to the ARC for any construction, improvements, additions or alterations which may be sought to be erected or placed on any Lot at least thirty (30) days prior to the date that approval thereof is required. The plans submitted shall include all plans necessary for construction of the improvement.

Plans and specifications with regards to topography, landscaping and finished grade elevation must also be reviewed and approved by the ARC prior to the commencement of any excavations work, or prior to the commencement of any activity which will alter the natural contour of the land.

Prior to the commencement of construction of any Lot, a Tree Survey shall be submitted to the ARC. The Tree Survey shall show existing trees, those trees to be removed and those trees being relocated under the Proposal Plans. The ARC shall approve or reject the Tree Survey and/or require any modification of the plan in the interest of health, safety, welfare and appearance.

The ARC shall provide Lot Owners with a written instrument acknowledging receipt of any evidence, instrument, or drawing required by this paragraph, indicating thereon the date and time such evidence, instrument or drawing is received by the ARC. The ARC shall notify the Lot Owner, in writing, within thirty (30) days of receipt of all required evidence, of the ARC's approval or disapproval of any project. All approvals by the Committee intended to be relied upon by a Lot Owner, his agents or servants, and whether relating to the provisions of this paragraph or any other covenant contained in this Declaration, must be in writing and signed or initialed by a member of the ARC and the ARC's designated representative and/ or the Board, where applicable.

In the event any required approvals are not obtained prior to commencement of improvements, or in the event improvements are made which vary from those approved, it shall be deemed that no approvals were given and that a violation and/or break of this Declaration has occurred, and all enforcement provisions contained herein shall be applicable

The ARC shall not be responsible for any defects in plans or improvements, and the ARC's review of plans is limited solely to appearance of the improvements and does not include compliance with applicable building codes

**Section 7.3 Construction Restrictions.** The following construction restrictions are adopted by the ARC and are imposed upon each Lot as a restriction

(a) A minimum of 20 feet set back shall be required from the nearest part of the front of the building to the front Lot line. A minimum of 7.5 feet set back shall be maintained between the side walls of all structures and the side lines of the Lot unless waived by the ARC on irregularly shaped Lots. A minimum of 20 feet set back shall be maintained between the rear wall of all structures and the rear Lot line. The minimum set backs required by Brevard County in the specific zoning of Sunrise shall apply and may exceed those outlined

(b) The minimum floor area of each dwelling shall be 1,250 square feet of living area, exclusive of the garage, utility area and open or enclosed porches, and shall contain a garage of a sufficient size to contain at least two (2) standard-sized automobiles. The minimum floor area of each two story residence shall be 1,800 square feet of which 1,000 square feet shall be located on the ground floor

(c) There shall be no exposed flat roofs. Nor shall roof pitch be less than 4:1, except porches or patios located in the rear of the house or flared eaves incorporated in the roof structure. Any variations in the 4:1 pitch requirement shall be subject to approval by the ARC

(d) All utilities whatsoever shall be installed underground. Any above-ground transformers shall be landscaped and screened from view unless prohibited by a utility company

(e) T-111-type and similar type siding shall not be permitted

(f) Fiberglass over-head style garage doors shall not be permitted

(g) Recommended roofing materials include approved fiberglass standard shingles, of three tab grade or better. Other roofing materials must be approved by the ARC

(h) **Exterior Color Plan.** Any changes to the exterior surface or exterior color of a home or other structure, or portion thereof, upon a Lot shall be considered an Improvement. This includes, but is not limited to, changes to the color of exterior doors, including garage door and trim colors, accent colors, roof colors, etc. Exterior paint colors and exterior surface coverings must be subdued

in tone (e.g., no overly bright or extremely dark colors) and must be in harmony with the exteriors of the other homes surrounding the Lot and with the overall aesthetic of the community. The Association has adopted color books of acceptable exterior paint colors that shall serve as a guideline for the acceptable colors permitted in the community. The homeowners should request the color book to select their paint color. ARC shall be responsible for updating the color books using the current color choices that would be in harmony with the existing house colors every year. If a homeowner makes a request for a color not in the color book, ARC shall bring the color to the Board for their approval before approving it for the homeowner.

(i) **Driveways, pavers, walkways, paths, impermeable surfaces** Installation of or any change to driveways, paths, walkways, impermeable surfaces and similar items (or any portion thereof) shall be considered an Improvement. All driveways must be constructed of permanent, stable materials and may not be constructed of dirt, gravel or other loose materials. Notwithstanding anything herein to the contrary, coating or sealing of driveways, paths, walkways or other impermeable surfaces shall not be considered an Improvement, to the extent it does not alter or change the color, pattern or appearance of such structures from what was previously approved or originally installed. Coating or sealing of driveways, decks, patios, walkways, paths, impermeable surfaces, etc., shall be considered an Improvement when same alters or changes the color, pattern, or appearance of such structures from what was previously approved or originally installed, and approval from the County may be required under these circumstances.

(j) **Games and Play Structures** Installation of or any changes to permanent game or play structures (or any portion thereof) including, but not limited to, basketball hoops, swing sets, monkey bars, teeter totters, slides, jungle gyms, playhouses, and similar or related structures shall be considered an Improvement. These structures shall not be visible from the front of the home. The structures height and design shall not impede upon a neighbor's privacy. With respect to basketball hoops allowed, portable basketball hoops shall be allowed during daylight hours but are to be stored out of sight by nightfall. No structure shall be stored in view from the street. There shall be no portable or inflatable play structures of any kind allowed on any common areas, including the park. All basketball backboards and any other fixed games and play structures other than basketball structures, shall be located at the rear of the dwelling, or on the inside portion of corner Lots as specifically approved by the ARC. No platform, dog house, playhouse or structure of similar kind or nature shall be constructed without prior ARC approval. However, the Association shall be allowed to install inflatable decorations on any common areas within the community with prior approval of the Board.

(k) **Swimming Pools** Any swimming pool or tennis court to be constructed on any Lot shall be subject to the approval of the ARC. Any lighting of a pool or other recreational area shall be designed so as to buffer the surrounding residences from the lighting and must be approved by the ARC. Installation of or any changes to any permanent pool (or any portion thereof) in ground or above ground variety shall be considered an Improvement. Resurfacing, painting or retiling, which changes the appearance of an existing pool or surrounding pool deck where same is not visible from the street in front of any Lot or from any other Lot, shall not be considered an Improvement.



(l) Any swimming pool constructed on any Lot shall be subject to the following restrictions, reservations and conditions

(1) Construction may be only of concrete or a concrete-type material. The pool deck shall be no higher than 2" below the slab level of the first floor.

(2) The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the house built on a Lot. All swimming pools shall be situated in the rear of the house.

(3) No screening of pool area may extend beyond the building set back lines established by the controlling governmental agency.

(4) Pool screening may not be higher than the roof of the house.

(m) Air Conditioning Compressor Units. No compressor units shall be placed on the front of any dwelling or otherwise placed or located so as to be visible to or from any public street. If said compressor unit must be placed to the side or rear of any such dwelling, but is still visible to or from any public street, it shall be permissible to so locate said unit if the same is blocked from view with a type of fencing material or shrubbery, and same must be approved by the ARC committee.

(n) Solar Panels, energy saving devices. Installation of or changes to solar panels, and other energy saving devices (or portion thereof) shall be considered an Improvement and shall be regulated to the extent permitted by law. Installation of or changes to such items is expressly permitted, provided they are installed and maintained in accordance with Florida or Federal Law and further provided the location where such items are placed is approved by the Association. However, the Association shall only regulate and approve where such items can be placed to the extent allowed by law.

(o) Window Air Conditioning Units. No window or wall air conditioning units shall be permitted.

(p) Bare Aluminum Colors. Colored or painted finishes are required on all exposed metal including, but not limited to trim, exterior flashings, gutters, windows, doors, hurricane shutters and screened material. No aluminum color will be accepted. The only exception that will be made for bare aluminum is hurricane shutters installed in anticipation of an impending storm and they must be removed within a week after tropical storm-force winds have subsided.

#### **Section 7.4. Maintenance of Residences and Lots.**

(a) All Lots, residences and improvements on the Lots shall be maintained by the Owner in a neat and attractive condition. All landscaping of Common Property will be maintained by the Association.

(b) In the event of damage or destruction by fire or other casualty to the Residence, or improvements on any Lot, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed residence or improvements in a good workmanlike manner in strict compliance with the original plans and specifications and building layout of said improvements as constructed by the builder within a reasonable time not to exceed one (1) year and in accordance with the provisions of these Covenants to the extent in accordance with law. Any deviation from the original plans, specifications, and building layout as constructed by the builder shall be considered an Improvement, subject to prior approval of the ARC and/or the Association. All debris must be removed and the Lot restored to a sightly condition within 60 days of such damage or destruction.

#### **Section 7.5 Miscellaneous Use Restrictions**

(a) All fence and shrub lines must be approved by the Association, prior to construction. The Association may require that the composition and color of any fence be consistent with fences installed on adjoining or adjacent Lots. No fences shall be erected on any Lot prior to receiving written approval from the ARC. All fences, side and rear lot line fences, shall be maintained by individual Lot owners. Lot Owner(s) shall maintain any fence initially installed on his/her Lot by the Developer, and shall not allow any such fences to fall into any sort of disrepair.

(b) All Lots in the Subdivision are residential parcels and shall be used exclusively for single family residential purposes. Detached auxiliary buildings, including dog houses or storage buildings, shall be considered an Improvement and are not permitted without prior approval of the Association. No Lot may be subdivided without the prior written consent of the Association, which consent shall be recorded in the Public Records of Brevard County, Florida in order to be effective.

(c) Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened as not to be visible from any road or adjacent property within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. No clothing, clothes lines or cleaning articles shall be hung or displayed on any part of the Lot so that it is visible outside of the Lot. Nothing herein contained shall be construed to conflict with Florida Statute 163.04.

(d) No animals, except household pets, shall be kept on any Lot. Pets shall be kept only in the residence or within a fenced area. Residents shall not breed such animals as a hobby or for profit, and are encouraged to have such animals neutered. No animal shall be permitted off the Lot unless on a leash. Further, no pet shall be permitted on the Common Area unless accompanied by its owner. The Common Area may not be used by pets attached to any fixed leash.

(e) No commercial activity shall be conducted on any Lot in any manner that would impede access to other Lots or create parking issues lasting longer than four (4) continuous hours and occur more than two (2) times per month.

(f) Signs Installation of or changes to a sign (or any portion thereof) shall be considered an Improvement and shall be regulated subject to all applicable laws To the extent permitted by law, the only signs which shall be permitted are "For Sale" signs which are of reasonable size, professional looking and unobtrusive and signs of a reasonable size from a security services contractor

(g) Fences and Hedges Installation of or change to any type of fence or hedge shall be considered an Improvement Fences and hedges when used as a boundary between properties shall be no more than six (6) feet in height

(1) No fence with a height above six (6) feet shall be permitted on any Lot Fence design shall be shadow box 6 inch design or solid board shadow box Any variation, such as plastic, must be approved by the Board Nonetheless, however, in accordance with section 7.5 (a), the Association may require that the composition and color of any fence be consistent with fences installed on adjoining or adjacent Lots

(2) No staining or painting of wood fences Only clear preservative shall be allowed to be placed on wood fences Otherwise, fences shall be allowed to naturally weather

(3) No fence shall be permitted to be constructed on any water front Lots in the subdivision

(4) No fence shall be constructed extending beyond the front set back line, or side yard, or abutting the street of corner lots that extend beyond the side yard building

(5) Prior written approval must be received from the ARC before the construction of any fence shall be permitted

(6) Installation of an invisible fence shall be considered an Improvement Invisible fences shall be set back a minimum of three (3) feet from the sidewalk No signs, flags, stakes, etc are allowed that would cordon off the boundaries of the invisible fence

(h) No mailbox or paper box of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot until the size, location, design and type of material for the box is approved by the ARC If the USPS requires a change of mailbox location, Federal requirements would replace these covenants Newly installed/replaced mailboxes and/or posts must be black in color

(i) Owners, residents, guests or invitees shall not do anything that will disturb or interfere with the reasonable rights and comforts of other Owners, residents, guests or invitees

(j) The parking of vehicles in the Subdivision is restricted as follows

(1) Automobiles Automobiles without any advertising or logos on the vehicle shall be permitted to be parked in driveways and garages Automobiles with any advertising or logos shall be parked only in garages between dusk and dawn

(2) Passenger Vans Passenger vans not outfitted for recreational purposes and without any advertising or logos shall be permitted to be parked in driveways and garages Passenger vans outfitted for recreational purposes or with any advertising or logos shall be permitted only in garages from dusk to dawn Lot owners shall not park any vehicles from midnight until 7am in any Public Roadway, per County regulation

(3) A "passenger van" is a van that weighs less than 5,000 pounds, has seating for more than two (2) passengers, and has non-commercial license plates "Outfitted for recreational purposes" shall mean a van that has 110- 120 volt electrical service, running water, LP gas or sanitary waste facilities No removable ladders or other commercial equipment shall be stored on the exterior of any "passenger van" A "non-passenger van" is any van that does not comply with the definition of a "passenger van" A non passenger van shall be subject to the same restrictions as a truck rated three-quarter (3/4)ton or less, as more fully provided in subparagraph (4) below

(4) Trucks and Non-Passenger Vans Trucks rated 3/4 ton or less, without any advertising or logos, used as the resident's regular or usual form of transportation, and non-passenger vans without any advertising or logos shall be permitted in the subdivision and shall be permitted to be parked in driveways Trucks rated at more than 3/4 ton, or trucks or non-passenger vans with any advertising or logos, or trucks not the resident's regular or usual form of transportation are not permitted to be parked in the Subdivision unless present solely for the actual and continuous repair or construction of a residence

(5) Motorcycles, Golf Carts, Boats, Campers, Trailers Motorcycles, golf carts, boats, campers and trailers not exceeding six (6) feet in height measured from the ground shall be permitted to be parked in the Subdivision only if parked in garages

(6) Travel Trailers, Motor Coaches, Motor homes, Mobile Homes Travel trailers, motor coaches, motor homes, mobile homes and any other trailer or vehicle not specifically permitted by sections I through 4 above shall not be parked in the Subdivision at any time, except that parking within the Subdivision shall be allowed for a maximum of no more than 4 hours within one week for cleaning purposes

(7) Lawns, Streets No vehicle shall be parked on any lawn, yard, travel area of streets or other area not intended for vehicular use

(k) Sheds, air conditioner, garbage can, and enclosures Installation of or change to any shed, air conditioner, garbage can or refuse container, or enclosure shall be considered an Improvement Sheds shall not be taller than six(6) feet in height and shall not exceed 8' x 10' in floor

area dimensions Aluminum sheds are not allowed Sheds are not allowed on any water front property Sheds shall not be visible from the front of any Lot

(l) Exterior lighting Installation of or changes to exterior lighting (or any portion thereof) shall be considered an Improvement No exterior lighting may be so bright or directed at such an angle that it interferes with another owner's use and enjoyment of his/her home or Lot in any way By way of example, exterior lighting shall not be directed so that it directly shines into the interior of any other home within the community Exterior lighting shall be installed for safety and decorative purposes only

(m) Gazebos, trellises, and pergolas Installation of or change to a gazebo, trellis and/or pergolas shall be considered an Improvement and shall not be visible from any road or adjacent property within sight distance Gazebos, trellises and pergolas are not permitted on any water front property

(n) Decks, patios, porches Installation of or change to a porch, patio, deck or any similar structure shall be considered an Improvement

(o) Screen and glass enclosures Installation of or change to any screen or glass enclosure (or any portion thereof) shall be considered an Improvement

(p) Drainage ditches, grading changes, swales, ponds Changes in the terrain on a Lot which will affect drainage flow of surface water, including, but not limited to, ditches, hills, swales, ponds and other grading changes, shall be considered an Improvement

(q) Landscaping Any change to or addition of landscaping which alters the general or overall appearance or topography of a Lot shall be considered an Improvement This includes, but is not limited to, planting or removing trees, creating new flower or garden beds, installing any type of ground covering, sodding, planting or removing hedges and planting or removing large plants or shrubs The only types of sod permitted on a Lot are St Augustine, Floratam and Bahia unless otherwise specifically required by law All ground areas in garden or flower beds which are not sodded on a lot must be covered with mulch, rock, bark chips, sand, etc Planting of trees which when mature generally exceed 8' to 10' in height shall always be considered an Improvement, no matter where such trees are planted Sodding small patches of lawn, planting of annual or perenneal flowers or planting in existing, previously approved or originally installed garden or flower beds, re-mulching previously approved or originally installed garden or flower beds shall not be considered an Improvement Homeowners are responsible for the general maintenance and upkeep of their lawn, including but not limited to routine mowing, edging, trimming, weeding, watering, fertilizing, weed and pest control in order to maintain a live, healthy well-manicured, neat, attractive appearance Hedges, trees and shrubs must be trimmed and maintained on a consistent basis Notwithstanding anything herein to the contrary, no requirement of this Section shall be interpreted to preclude the installation of a Florida-friendly landscape as defined and provided by Florida law

(r) If a Lot is considered overgrown by the R&V committee, the Board, or a 2/3 majority vote of the HOA, the Owner of such Lot may receive a First Notice violation letter requesting the homeowner to take immediate action to improve the condition of their front Lot. If the homeowner refuses to comply with the First and Second Notice violation letters, then the matter may be turned over to the Arbitration Committee for their decision and further action, if necessary.

(s) Elimination of rust, mold and mildew on sidewalks, walkways, driveways and homes must be performed on a consistent basis.

(t) Planting of trees on the easement, between the sidewalk and the street, may require County approval as well as ARC approval.

**Section 7.6: Variance.** The ARC may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variances must be evidenced in writing signed by at least two (2) members of the Committee after such variance report was approved by the Board. If such variances are granted, no violation of the Covenants, conditions and restrictions contained in this Declaration or any Supplement Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration or of any Supplement Declarations for any purpose except as to the particular property and particular provisions hereof covered by the variance. Nor shall such variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority. Any such variance granted shall not be considered having set a precedent for any other Lot Owner.