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DECLARATION OF  
COVENANTS AND RESTRICTIONS  
FOR  
HART LAKE HILLS

This Declaration of Covenants and Restrictions is made this 27<sup>th</sup> day of August, 1997, by BEL CAPITAL, INC., a Florida corporation (hereinafter the "Developer").

WHEREAS, the Developer owns the real property (hereinafter referred to as the "Subdivision") located in Polk County, Florida, and described as follows:

See Exhibit "A" - attached hereto

WHEREAS, the Developer is developing the Subdivision as part of the residential community to be known as "Hart Lake Hills" and desires to impose certain covenants and restrictions on the Subdivision in order to create and maintain a quality community and to enhance and protect the value and desirability of the Subdivision.

NOW THEREFORE, the Developer hereby declares that all of the Subdivision, including all Lots contained therein, shall be held, sold, transferred, conveyed, occupied and used subject to the following covenants, restrictions, easements, reservations, liens, charges and conditions, which shall: (a) run with the Subdivision, and all Lots contained therein; (b) be binding on all persons and entities having or acquiring any right, title or interest in the Subdivision or any part thereof, and their heirs, successors, and assigns; and (c) inure to the benefit and limitation of all present and future owners, tenants and residents of the Subdivision; except as provided below. The covenants, restrictions, easements, reservations, liens, charges and conditions are as follows:

**ARTICLE I.**  
**DEFINITIONS**

The following definitions shall be applicable for purposes of this declaration:

A. "Subdivision" shall mean and refer to that certain real property described above and such additional real property as may hereafter be annexed into the "Subdivision" and made subject to this declaration.

B. "Lot" or "lot" shall mean and refer to any plot of real property intended for use as a homesite and described or shown as a lot on the plat of Hart Lake Hills Phase I, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, public records of Polk County, Florida, and on the plat of Hart Lake Hills Phase II, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, public records of Polk County, Florida, and any future recorded map or plat of any additional real property as may hereafter be annexed into the Subdivision and made subject to this declaration.

C. "Owner" shall mean and refer to each person or entity who is a record owner of a fee simple interest or fractional undivided fee simple interest in any Lot, including contract sellers, but excluding any person or entity who holds such an interest merely as security for the performance of an obligation. Owner shall also mean and refer to each person who is a record owner of a life estate in a fee simple interest in any Lot.

D. "Developer" shall mean and refer to Bel Capital, Inc. and its successors or assigns in interest to the Developer's rights and duties under this declaration. A person or entity shall be considered the "Developer" under this declaration only if such person or entity has been specifically assigned in writing all of the preceding Developer's rights and interest under this declaration and such person or entity has agreed in writing to assume all of the duties of the preceding Developer under this declaration. This document shall be recorded in the official records of Polk County, Florida and shall specifically refer to this declaration.

E. "Common Area" shall mean and refer to all of the Subdivision, including any additional real property as may hereafter be annexed into the Subdivision and made subject to this declaration, less and except therefrom all Lots as defined above and less and except therefrom all roads dedicated to the public and accepted by Polk County for maintenance purposes. The Common Area shall include all drainage facilities thereon.

F. "Association" shall mean and refer to Hart Lake Hills Homeowner's Association, Inc., a Florida not for profit corporation, and its successors or assigns.

G. "Maintenance Fee" shall mean all annual and special maintenance fees levied for the purposes stated herein.

## ARTICLE II. USE AND INDIVISIBILITY

No Lot covered by this declaration shall be used except for single family residential purposes, and no Lot shall be reduced in size by any method whatsoever, but Lots may be enlarged by consolidation with one or more adjoining Lots or portions thereof, under one ownership, in which event the combined Lots shall be treated as a single lot for purposes of compliance with the setback requirements of this declaration, and only for this purpose. However, Lots, once combined, may not subsequently be separated unless each of the separated lots will conform to the original Lot size as set forth on the plat of such Lot and satisfy the setback requirements of this declaration.

## ARTICLE III. HART LAKE HILLS HOMEOWNER'S ASSOCIATION, INC.

At or about the time of the filing of this Declaration, the Developer has caused to be formed the Hart Lake Hills Homeowner's Association, Inc., a Florida corporation nor for profit, by the filing of Articles of Incorporation therefor in the office of the Florida Secretary of State. The Association was formed to function as the instrumentality of Owners within the Subdivision to: (a) control and regulate residential development within the Subdivision; (b) promote assist and further adequate and proper maintenance of the Subdivision, including the Common Area therein; (c) foster and promote recreational activity within the Subdivision through the acquisition (whether by fee simple ownership, lease or other possessory use interest) and maintenance of recreational land and facilities as it may deem appropriate for

the benefit and use of the Owners, and otherwise promote recreational activities in such manner as it deems beneficial to the Owners; and (d) otherwise engage in such additional, lawful activities for the benefit, use, convenience and enjoyment of the Owners as it deems proper.

A. Membership: Each Owner (including the Developer) shall automatically become a member of the Association upon the acquisition of an “ownership” interest in a Lot and upon the recording in the public records of Polk County, Florida, of a deed or other instrument evidencing such ownership interest. Membership shall continue until such time as the Owner transfers or conveys of record said ownership interest, or said ownership interest is transferred or conveyed by operation of law; at which time said membership (with respect to the Lot or interest conveyed) shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Only Owners may be members of the Association and a person or entity's membership in the Association shall automatically terminate when such person or entity ceases to be an Owner.

B. Membership Voting: The Association shall have two classes of voting membership:

1. Class A: The Class A members shall consist of all Owners, except for the Developer. Class A members shall be entitled to one vote per Lot. When more than one person or entity holds an interest as an Owner in any one Lot, all such persons and entities shall be members of the Association, but the single vote for such Lot shall be cast as the majority in interest of such Owners shall determine. In no event shall more than one vote be cast with respect to any one Lot, except as provided below for Lots owned by the Developer.

2. Class B: The Class B member shall be, the Developer. As a Class B member, the Developer shall be entitled to four (4) votes for each Lot owned by it. The Class B membership shall cease to exist and shall be convened to Class A membership upon the first to occur of either of the following two events:

a. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

b. When, in its discretion, the Developer voluntarily terminates in writing its Class B membership.

Upon the first to occur of the above two events and termination of the Class B membership, the Developer shall become a Class A member and shall be entitled to one vote for each Lot owned by it.

C. Board or Directors: The Board of Directors of the Association shall consist of three (3) members. The Developer shall appoint the full membership of said Board as long as the Developer is a member of the Association by virtue of its ownership of any Lot. The right of appointment set forth herein shall fully terminate at such time as Developer no longer holds ownership of record of any Lot. Subsequent Boards shall be elected in accordance with the Articles of Incorporation and Bylaws of the Association. There shall be no requirement that any member of the Board of Directors be a member of the Association.

D. Officers: Officers of the Association shall be appointed by the Board of Directors of the Association in accordance with the Articles of Incorporation and Bylaw of the Association. So long as the Developer has or retains the right of appointment of the Board of Directors (as set forth in Paragraph C above), no officer appointed shall serve the Association until such time as the Developer approves the appointment. There shall be no requirement that any officer of the Association be a member of the Association.

E. Architectural Review Committee: In addition to the appointment of the officers referred to in Paragraph D above, the Board of Directors of the Association shall also, in accordance with the Bylaws of the Association, appoint an Architectural Review Committee (hereinafter called the "Review Committee") for the purposes hereinafter set forth. The Review Committee shall consist of three members. So long as the Developer has or retains the right of appointment of the Board of Directors (as set forth in Paragraph C above), no member of the Review Committee shall serve the Association until his appointment is approved by the Developer. There shall be no requirement that any member of the Review Committee be a member of the Association. The Review Committee may designate, in writing, a representative, including a contracted professional, such as an architect, engineer, or planner to act for it, which representative need not be a member of the Association and may be a person or entity.

#### ARTICLE IV. ARCHITECTURAL REVIEW COMMITTEE

A. Purpose of Architectural Review Committee: The Review Committee shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever upon a Lot, including, but not limited to, any dwelling, building, fence, wall, swimming pool, screen enclosure and screening, landscaping, movement or placement of dirt or alteration of existing contour, and any and all other structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any additions, modifications and/or alterations thereof (hereinafter "Improvement"). The Review Committee shall review the plans for any Improvement, it being the intent of the Developer to provide for the harmonious and aesthetically pleasing development of the Subdivision. The Review Committee shall evaluate the proposed Improvement with emphasis upon: exterior design, materials and color; location of the Improvement; topography; and conformity to the restrictive covenants imposed hereunder.

B. Review and Approval by Review Committee: No Improvement shall be commenced, erected or altered until all the plans and specifications therefor, and location thereof, shall have been first submitted to and approved in writing by the Review Committee, and the contemplated Improvement must be constructed strictly in accordance with such approved plans and specifications. The approval or disapproval of the plans, specifications, and location by the Review Committee may be based upon any reasonable grounds, including purely aesthetic reasons, which, in the discretion of the Review Committee shall be deemed sufficient.

C. Rules and Regulations: The Association, through its Board of Directors, shall promulgate, from time to time, such rules and regulations as it deems necessary and proper, setting forth guidelines and procedure to be followed by any applicant seeking the Review Committee's approval as required in this article; which, in any event, shall not be in conflict with the provisions of this declaration and which shall afford to each applicant a reasonable and adequate opportunity to present his proposal. A copy of the rules and regulations promulgated hereunder, and any revision, addition, or deletion thereto, shall be provided to each Owner.

D. Procedure Before the Review Committee:

1. An applicant may, at his discretion, request a meeting with a member of the Review Committee to discuss any proposed Improvement, for the purpose of securing information regarding the covenants and restrictions set forth in this declaration.

2. Prior to the commencement or construction of any Improvement upon a Lot, an applicant must submit to the Review Committee the following: (a) an adequate application form, together with such reasonable fees for processing the application, as may then be required by the Review Committee; (b) two (2) sets of plans and specifications for the proposed Improvement, including location sketches, in sufficient detail so that the Review Committee may be able to adequately make the determinations required of it pursuant to this declaration; and (c) such additional information as the Review Committee may reasonably require (which may include samples of exterior materials and exterior color selections to be used in the Improvement). One set of such plans shall be retained in the permanent files of the Review Committee.

3. No later than thirty (30) days after receipt of the application, fees, plans and specifications, and other required information (unless the applicant waives this time requirement in writing), the Review Committee shall respond to the application in writing by approving said application, disapproving said application, or requiring additional information. In the latter event, the Review Committee shall respond in writing no later than thirty (30) days after receipt of said requested additional information (unless the applicant waives this time requirement in writing). In the event the Review Committee fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant pursuant to a waiver), the plans and specifications shall be deemed approved.

4. In the event of approval of said plans and specifications, the applicant shall provide the Review Committee with written notice of the following:

a. Any and all alterations, deletions, additions, and changes of any type or nature whatsoever in the plans and/or specifications as approved by the Review Committee, which shall be subject to the approval of the Review Committee in the same manner as is required for approval of original plans and/or specifications.

b. Completion of construction and, where applicable, the receipt of a Certificate of Occupancy from the Building Department of Polk County. The Improvement shall not be used, or in the instance where a Certificate of Occupancy is applicable, it shall not be occupied, until such time as the Review Committee has inspected the premises and approved the same for compliance with the plans and specifications as previously approved by the Review Committee. In the event the Review Committee fails to respond within forty eight (48) hours (excluding Saturdays, Sundays and legal holidays) after receipt of said notice, said work shall be deemed approved and this requirement shall be deemed waived by the Review Committee.

5. In the event of disapproval of the plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed Improvement. The applicant in such event may request a formal meeting with the Review Committee to review the plans and specifications as submitted; said meeting to take place no later than thirty (30) days after written

request for such meeting is received by the Review Committee (unless applicant waives this time requirement in writing). The Review Committee shall make a final written decision no later than thirty (30) days after such meeting and, in the event the Review Committee fails to provide such written decision, said plans and specifications shall be deemed disapproved. Upon continued disapproval, the applicant may request a formal meeting before the Board of Directors of the Association, which shall take place no later than thirty (30) days subsequent to the receipt by the said Board of Directors of the written notice of the request for such meeting (unless applicant waives this time requirement in writing). If the Board of Directors fails to grant such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board of Directors shall make a final decision no later than thirty (30) days after such meeting and, in the event the Board of Directors fails to provide such written decision, such plans and specifications shall be deemed disapproved. The decision of the Board of Directors shall be final and binding upon the applicant, his heirs and assigns.

E. Certificate of Approval Upon Request: Upon the completion of the Improvement and final approval by the Review Committee, the Board of Directors shall, upon request by an applicant, direct the appropriate officers of the Association to provide the applicant with a certificate in recordable form, certifying the approval of the Review Committee and the Association of the Improvement for which said application was made.

F. Certificate of Failure to Comply: Should the Owner construct an Improvement in a manner inconsistent with the plans and specifications approved by the Review Committee, the Board of Directors may in its discretion, issue a certificate in recordable form, expressing the Review Committee's disapproval of the Improvement and setting forth the reason therefor.

G. Notification to Board of Directors: The Review Committee shall promptly notify the Board of Directors of any application made to it pursuant to this article and, in addition, shall notify the Board of Directors of the disposition of such application. Copies of all written correspondence and decisions affecting any application shall be provided to the Board of Directors.

## ARTICLE V. SETBACK REQUIREMENTS

No dwelling or other structure constructed on any Lot shall be located closer than fifteen (15') feet from the road right-of-way line or forty-five (45') feet from the center line of the road right-of-way line; seven (7') feet from each side lot line, except on corner lots; and twenty (20') feet from me rear lot line. Provided, however that no dwelling or other structure shall be located on any lakefront lot nearer than fifty (50') feet to the ordinary high water line of the lake. The Review Committee reserves the right to impose greater or other setback requirements as may be justified by Lot configuration or site utilization in the course of its review pursuant to the provisions of this declaration.

## ARTICLE VI. BUILDING DESIGN AND SPECIFICATIONS

A. Roofs: Single family residences garages and utility buildings shall have roofs of dimensional asphalt shingle (25 year life architectural shingle with a grade weight of no less than 240 pounds), wood shingle, tile, or clay tile, or other material approved for architectural reasons; provided however, that roofs on outdoor patios, pools and greenhouses may be of other materials if permitted by the Review Committee. No three-in-one tab shingles shall be permitted.

Roofs shall be of "hip", or "gable", design, with a minimum pitch of 5/12, unless specifically otherwise approved for architectural reasons. Lower pitches for porches or decks will be considered. Variations of this requirement may be permitted in the discretion of the Review Committee if an Owner desires to architecturally conform the garage or utility building to the design of the single family residence to which the intended construction is appurtenant.

B. Exterior: Single family residences, garages and utility buildings shall have exterior walls of masonry, real brick, real stone, vinyl siding or wood siding and shall be painted, stained or stuccoed. All colors shall be subject to approval of the Review Committee. No exposed concrete block shall be visible above grade. All exterior brick or stone facings shall be to grade. No mobile homes or manufactured housing of any type shall be placed on any Lot.

C. Garage and Carport: In every event of residential construction, there shall be constructed concurrently therewith an enclosed garage with a capacity for no less than two automobiles. All garages must be attached and be a part of the primary residential structure. All garage doors shall be either wood or approved steel and shall have electronic openers. No carports of any type shall be allowed.

D. Maximum Height: No dwelling or other improvement erected on a lakefront Lot in the Subdivision shall exceed one story in height. No dwelling or other improvement erected on a non-lakefront Lot in the Subdivision shall exceed two stories in height.

E. Mailboxes: Mailboxes must be of a standard design approved by the Review Committee.

F. Minimum Dwelling Size: No dwelling being constructed or reconstructed on any lakefront Lot may contain a floor living area of less than 2,400 square feet. No dwelling being constructed or reconstructed on any lakeview Lot may contain a floor living area of less than 2,000 square feet, in the event of two story construction; the living area of the ground floor shall contain no less than 1,000 square feet. This reference to square footage shall be exclusive of garages, porches, screen patios, loggias and non air conditioned spaces.

G. Landscaping: No construction of a single family residence shall be commenced without a landscape plan approved by the Review Committee. Landscape and associated plans shall include irrigation of sodded and planted areas and use of St. Augustine sod wherever sod is used. Any cleared area shall be either planted and mulched or sodded. Preservation of natural plantings is encouraged. Building elevations visible from the street shall be complemented by an acceptable planting of shrubbery. Air-conditioners shall be screened by approved fences or plantings.

In any event, the Lot, where cleared, must be fully sodded or mulched and must be irrigated, including all-easement areas and swales located within the Lot lines. Additionally, the Owner must fully sod or mulch, and must irrigate, the portion of the road right of way located between the Lot line and the edge of the pavement of any road lying adjacent to the Lot.

H. Fences: No wall (other than dwelling walls) or fence shall be constructed to a height of more than six (6') feet above ground level of adjoining Lots. No wall or fence of any height shall be constructed on any Lot until the height, type, design, construction material and approximate location thereof shall have been approved in writing by the Review Committee. Only chain link or PVC fencing shall be permitted, and wood fencing is not allowed. No such fence, hedge or wall shall (i) be constructed on a lot except on the rear and/or interior side lot lines and no closer to the front lot line than the front line of the main residence; or (ii) closer than 25 feet to the right of way of a street when the residence is

situated on a corner lot; or (iii) exceed a total height of six feet above ground level, and all fences must be properly maintained. The Review Committee, in its discretion, may approve minor projections above the restricted heights for architectural features and may also authorize the erection of a fence, construction of a wall, or maintenance of a hedge having a height in excess of six (6') feet on the condition that the Review Committee determines, in its discretion, that such additional height shall not serve to unreasonably restrict or block the view of adjoining or adjacent Lot Owners or otherwise materially impair the landscaping theme of the Subdivision or the property rights of other Owners.

I. Driveways: All residential driveways must be constructed of reinforced concrete or brick and shall extend from the platted street in front of the residence to the front of the enclosed garage.

J. Basketball Goals: All basketball goals must be set back from any street at least twenty (20') feet and situated on the off side of the driveway away from the home.

K. Completion of Dwelling Construction: Any dwelling for which approval has been obtained from the Review Committee and the construction thereof commenced must be completed no later than eight (8) months from and after date of commencement of initial construction. In the absence of agreement between the Owner and the Review Committee as to the date of commencement of construction, the date of the issuance of the building permit or the date of the filing of the Notice of Commencement, if timely filed, whichever occurs later, shall be deemed the date of commencement of initial construction. If the Owner is unable to complete construction to the extent that the dwelling will be eligible for the issuance of a Certificate of Occupancy or its equivalent by the Polk County Building Department, the Owner must obtain written consent from the Review Committee, upon good cause shown by the Owner, for an extension of time for complying with the requirements of this paragraph. Failing such grant of extension by the Review Committee, the Owner must complete construction within thirty (30) days after written notification by the Review Committee that no further extension will be granted to the Owner or within the initial eight (8) month construction period, whichever concludes last.

Each lot owner shall be responsible for supplying temporary sanitation facilities for workmen during construction, said facilities to be placed in a discreet place on the lot so as to screen it from view from the street. Each lot owner shall also be responsible for the repair and/or replacement of any roadways, curbs, gutters, water meters, or other such items which may be damaged by Owner, his agents or employees during the construction of said Owner's residence. All general contractors must place a dumpster on each construction site until construction is complete. Such dumpster shall be located in a discreet area and shall be maintained in a clean and sanitary condition.

L. Utility Buildings: No utility buildings, sheds, tent, temporary building, unattached garage, or other out building of any kind, character or description shall be construed or maintained, either temporary or permanently on any Lot.

## ARTICLE VII. LOT MAINTENANCE

Each Owner agrees to maintain the Owner's Lot in a clean and sanitary condition and with an aesthetically attractive appearance. Lots, whether improved or vacant, must be mowed no less than monthly, and there shall be removed therefrom all debris, dead growth and fallen vegetation. Natural vegetation, such as rosemary, palmetto and scrub oak, may remain on a Lot if the retention of such vegetation shall promote the attractive appearance of the Subdivision. The obligation to mow, no less than monthly being imposed herein upon the Owner will also include the swale, if any, and all easement areas within the Lot, and the right of way located between the Lot line(s) and pavement line.

Each owner of a lake front lot in the Subdivision shall have the responsibility of sodding that portion of the lake bank located on their lot; and shall otherwise be required to maintain the lakefront in a neat, clean and sightly condition, so as to prevent erosion of the lake bank. No lakefront owner shall use any herbicide or chemical to kill or control weeds or other plants on the bank of the lake as presently constructed. Also, no lakefront lot owner shall make any changes in the height, grade or contour of the lake embankment, or construct a dock or boathouse without the prior approval of any governmental agency having jurisdiction or permitting rights over such activity.

If, in the opinion of the Association, a lot owner is not complying with the provisions of this Section, the Association shall give notice of this fact to the lot owner and shall advise the lot owner of what must be done to meet compliance and shall specify a time period, not to exceed 15 days within which compliance shall be made. If a lot owner fails to comply with the Association's requirement within the time allotted, the Association, its agents, employees, or designated representatives, shall have the right of entry onto said lot, without fear of prosecution for trespass, for the purpose of cleaning up said lot and shall be entitled to bill and collect all costs incurred in said clean-up operation from the lot owner. Should the lot owner fail to pay said bill when rendered, the amount of same shall become a lien against the lot, and the Association may proceed to enforce the collection of same in the same manner as a delinquent annual or special assessment.

## ARTICLE VIII. COMMON AREA AND ASSOCIATION PROPERTY

A. Acquisition and Sale of Property: The Association shall have the power and authority to acquire such interests in real and personal property as it may deem beneficial to its members. Said interests may include fee simple or other absolute ownership interests and leaseholds and such other possessory use interests. Any purchase, sale, transfer or conveyance of real property hereunder must have the approval of the membership of the Association; said approval to be by the vote of two-thirds (2/3rds) of the total outstanding votes held by Owners in attendance in person or by proxy at a regular or special meeting of the membership called, at least in part, for the purpose of said approval.

B. Conveyance of Common Area to Association: No later than one (1) year following the date upon which Developer ceases to be a member of the Association (by virtue of the sale of all Lots in the Subdivision), the Developer shall convey all of the Common Area to the Association.

C. Maintenance of Common Area: The Association shall maintain and repair, in reasonably good condition, all of the Common Area, including all retention areas and other portions of the drainage system thereon, all landscaping thereon, and any signs, lighting, structures, entranceway and other improvements thereon, and such property as may be acquired by the Association. All drainage areas shall at all times be maintained in a manner consistent with their use as a drainage area. The Association's obligation to maintain any portion or the roads, drainage systems, or other part of the Common Area shall exist only until such portion is dedicated or transferred to, and responsibility for maintenance of such portion is accepted by, any public agency or authority or any public or private utility company. In addition to the powers enumerated herein and any and all other powers granted to the Association, the Association shall have the power and responsibility to operate and maintain all common properties, specifically including but not limited to, the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, water management areas, ditches culverts, culverts, structures and related appurtenances. The surface water management system shall be owned by the Association as a common property. Additionally, if the Association is dissolved for any reason whatever, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government and if not accepted, then the surface water

management system shall be dedicated to a non-profit corporation which shall provide for the perpetual maintenance of the surface water management system.

D. Rules Governing Use of Association Property: The Association through its Board of Directors, may establish, impose, and promulgate, from time to time, rules regulating the use of Association property and the Common Area by the Owners (excluding the Developer) as it may deem to be in the best interest of the Owners. A copy of all rules and regulations established hereunder and any amendments thereto shall be provided to all Owners.

E. Developer's Use of Common Area: The Developer while it is the owner of the Common Area, shall have the right to construct or reconstruct any facility or other improvement on any part of the Common Area, or otherwise improve any part of the Common Area, at any time in the Developer's sole and absolute discretion. The Developer, while it is the owner of the Common Area, shall also have the right to maintain and carry on, upon such part of the Common Area as the Developer may deem convenient, such facilities and activities as in the sole opinion of the Developer may reasonably be required, convenient or incidental to the development of the Subdivision or adjacent real property, the sale of homes, the sale of lots, or the administration of its duties and exercise of its rights under this declaration, including, without limitation, business offices, maintenance buildings, sales offices, signs, model units and the use of homes owned by the Developer as models or offices.

## ARTICLE IX. EASEMENTS

A. Easements for installation and maintenance of utilities and drainage facilities are hereby established and shall be as shown on the plat or plats of any portion of the Subdivision. Within these easements, no structure, planting or other material shall be placed that may damage or interfere with the installation or maintenance of utilities, change the direction of flow of drainage channels in the easement or obstruct or retard the flow of water through drainage channels in the easements. Each Owner shall be responsible for maintaining any easement located on his Lot for the benefit of each and every other Lot in the Subdivision.

B. The Developer reserves the right to grant drainage and utility easements over, upon, across and under any easement area established and shown on the plat or plats of any portion of the Subdivision and any portion of the Common Area and any part of any Lot lying within ten (10) feet of and adjacent to any road and within five (5) feet of and adjacent to any other boundary line for such Lot. Any drainage easement shall include, without limitation, the right to drain surface water from any part of the Subdivision or any real property adjacent to the Subdivision. Any utility easement shall include, without limitation, the right to install, replace, repair and maintain utility lines, wires, poles, and other equipment and facilities for water, sewer, electricity, gas, telephone, and cable television, and the right of ingress and egress to and from such utility lines, wires, poles and other equipment and facilities.

## ARTICLE X. MAINTENANCE FEES

A. Maintenance Fee Imposed: Annual and special maintenance fees payable to the Association are hereby imposed upon each Lot, as set forth below, which maintenance fees each Owner (by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in such deed or instrument of conveyance) is deemed to covenant and agree to pay. No Owner may waive or otherwise escape liability for the payment of any maintenance fee by non-use of all or any part of the Common Area or by abandonment of his ownership interest in the Lot. Except as provided

below as to the Developer, no Owner may be excused from the payment of the maintenance fees established by this declaration.

B. Amount of Annual Maintenance Fee: An initial annual maintenance fee in the amount of \$120.00 is hereby imposed upon each Lot owned by an Owner other than the Developer. This amount shall remain in effect until January 1 of the year immediately following the conveyance of the first Lot by the Developer to an Owner. Thereafter, the amount of the maintenance fee shall from time to time be increased or decreased in the sole and absolute discretion of the Board of Directors of the Association, to reasonably meet the financial obligations of the Association. The maintenance fee shall be collected in advance on a monthly, quarterly, semi-annual or annual basis, as determined by the Board of Directors of the Association, in its sole discretion.

C. Special Maintenance Fee for Capital Improvements: In addition to the annual maintenance fees authorized above, the Association may levy in any maintenance fees year a special maintenance fees 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 on the Common Areas, including fixtures and personal property related thereto. Any such maintenance fees must be approved by a majority of the Members.

D. Notice and Quorum: Written notice of any meeting called for the purpose of taking any action authorized by paragraph C above shall be sent to all Members not less than thirty nor more than sixty days in advance of such meeting. In the event that proposed action is favored by a majority of the votes cast at such meeting, but less than the majority of the Members, Members who are not present in person or by proxy may give their assent in writing within seven days after the date of such meeting.

E. Uniform Assessment: All maintenance fees imposed by this declaration, and any increases or decreases thereof, shall be imposed at a uniform rate upon all affected Lots.

F. Creation of Lien: All maintenance fees imposed by this declaration, together with interest on delinquent maintenance fees as hereafter provided, costs, and reasonable attorneys fees, shall be a charge and continuing lien upon the Lot against which such maintenance fee is levied. Each Owner hereby grants to the Association a lien on the Owner's Lot to secure the payment of all maintenance fees levied against the Lot, together with interest, costs, and reasonable attorneys' fees. If any maintenance fee payment is not received by the Association within thirty (30) days after its due date, the Association may record a notice of lien in the public records of Polk County, Florida, at any time thereafter. This lien shall be subordinate to any mortgage or mortgages encumbering the Lot and of record at the time of the recording of the notice of lien.

G. Personal Obligation: Each maintenance fee levied against an Owner's Lot, together with interest on delinquent maintenance fees as hereafter provided, costs, and reasonable attorneys' fees, shall be the personal joint and several obligation of all persons and entities who were the Owners of the Lot at the time when the maintenance fee became due. No person or entity shall be personally obligated to pay any maintenance fee payment which became due during the time the person or entity was not an Owner of the Lot against which the maintenance fee was levied, unless expressly assumed by them.

H. Purpose of Maintenance Fees: The maintenance fee imposed by this declaration shall be payable to the Association and shall be used by the Association to carry out its obligations under this declaration and for any other lawful purpose or activity of the Association, as it shall determine in its sole and absolute discretion.

I. Commencement of Maintenance Fees and Developer's Obligation to Pay Maintenance Fees: Maintenance fees shall be levied against a Lot and the Owner of the Lot shall be obligated to pay such maintenance fees commencing on the day such Lot is conveyed by the Developer to an Owner other than the Developer. For convenience in collecting the maintenance fees, the Association may adjust by proration any maintenance fee payment so that all maintenance fees under this declaration will be due and payable on the same day. Notwithstanding any other provision of this declaration, no maintenance fees shall be levied against any Lot while owned by the Developer and the Developer shall not be liable for the payment of any maintenance fees.

J. Certificate: The Association shall, upon request and payment of a reasonable fee therefor, furnish a certificate signed by the Association, setting forth whether or not all maintenance fees levied on a specified Lot have been paid. A properly executed certificate from the Association as to the status of maintenance fees levied against a Lot shall be binding on the Association as conclusive evidence of the payment of any maintenance fee stated in the certificate to have been paid.

K. Delinquent Maintenance Fees: If any maintenance fee payment is not received by the Association within fifteen (15) days after its due date, such maintenance fee payment shall accrue interest retroactive from the due date of such maintenance fee payment at the rate of twelve (12.0%) percent per annum. The Association may bring an action against the Owner personally obligated to pay the delinquent maintenance fee to recover the amount of such delinquent maintenance fee, together with interest accruing thereon and the costs incurred or to be incurred in collecting the delinquent maintenance fee, including reasonable attorneys' fees. The Association may also foreclose the maintenance fee lien imposed and granted to the Association above upon the Lot against which the maintenance fee was levied.

If any maintenance fee payment is not received by the Association within fifteen (15) days after its due date, the Association may suspend the rights of the delinquent owner, and his or her guests and invitees to use the Common Areas until such time that all delinquent maintenance fees are paid in full.

## ARTICLE XI. SPECIAL PROVISIONS REGARDING UTILITIES AND EASEMENTS

A. Underground Utilities: All telephone, electric, and other utility lines and connections between the main utility lines and the residence and other buildings, or within any lot within the Subdivision, shall be located underground. Electric service is provided by Tampa Electric Company, or its successors and assigns through underground primary service lines running to transformers. The Developer has provided underground conduits to serve each lot extending from the point of applicable transformer to a point at or near a lot line. Each lot owner requiring electric service shall be responsible for completing, at his expense, secondary electric service conduits, wires (including those in the conduit provided by the Developer), conductors and other electric facilities from the point at or near the owner's lot line (of the applicable transformer) to the residence building all of which shall become the property of the Tampa Electric Company, or its successors or assigns.

B. Easements and Drainage Provisions: The Developer shall have the unrestricted right without the approval or joinder of any other person or entity to designate the use and to alienate, release, or otherwise assign the easements on the Plat. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines, and other suitable installations for drainage and sewage disposal, or for the installation, maintenance, transmission and use of electricity, gas, telephone, water and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The owners of the lots subject to easements shown on the Plat shall acquire no right,

title or interest in and to any cables, conduits, pipes, mains, lines or other equipment or facilities placed on over or under the property subject to the easements. The owner of any lot subject to any easement or easements shall not construct any improvements upon the easement areas. If any owner constructs any improvements on the easement areas shown on the Plat, the owner of the lot shall remove the improvement upon written request of the Developer and/or the Association. Developer and/or the Association shall construct and maintain any and all drainage swales or pipes required for the property drainage. No leaves, branches, fences, or other obstructions shall be placed or erected so as to obstruct the flow of such drainage.

C. Lake and Water Rights: Lakefront lots in the Subdivision are subject to a drainage easement in favor of Developer or its assigns and transferees, and Polk County, Florida. The surface waters of the lake located in the Subdivision lie within said easement areas. The owners of the lakefront lots have a non-exclusive easement for the use and enjoyment of the surface waters of the lake located in the Subdivision for fishing, swimming and boating. The use of the lake and lake area on the body of water adjacent to lots 31-47, inclusive, shall be limited to electric or manual powered water crafts only. No motored watercraft, except as authorized above, shall be allowed on such body of water. Each lakefront lot owner shall have the responsibility of maintaining that portion of the embankment of the lake upon which their lot fronts and the surface waters of the lake which lie above their respective lots.

## ARTICLE XII. MISCELLANEOUS RESTRICTIONS

A. Clothes lines shall not be permitted except in approved enclosed areas between houses, and no outdoor clothes drying areas shall be allowed on a Lot unless they are specifically enclosed to minimize their visibility from other Lots and from road right of ways. No roof mounted solar heaters shall be permitted on that portion of the roof facing the front Lot line unless approved by the Review Committee; however, nothing hereinabove shall be interpreted so as to prohibit the installation of energy devices utilizing renewable resources.

B. No Lot shall be used as a junk yard or "auto graveyard". No part of any Lot shall be used for major automotive motor or engine repairs, except that tune-ups and minor repairs may be performed within the garage located on a Lot by the Owner on his personal automobile, motor or engine.

C. No sewer overflow from septic tanks, waste water, garbage, trash or other refuse shall be placed or emptied upon the surface of any part of the Subdivision. All residences and appurtenant structures shall connect to central sewer utilities within thirty (30) days after the Owner thereof is informed of the availability of such utility. No well for the production of water shall be installed or permitted to be installed or used on the Lot, except to be used solely for irrigation of lawns, shrubs and plants.

D. Garbage or rubbish shall not be dumped or allowed to remain on any Lot except that garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, may be placed outside the residence for collection on the day of and immediately prior to the time of scheduled collection, in accordance with the regulations of the collecting agency. At all other times, such receptacles shall be placed on the Lot as not to be visible from the road right of way or from the property of adjoining Lot Owners.

E. Only in-ground swimming pools may be constructed or erected on any Lot. The pool must be situated in the rear yard only and no portion of any such pool or its appurtenances, including its fence shall be closer to the rear or side lot lines than the minimum distances respectively permitted by law, and as otherwise provided in Article V of this declaration regarding Setback Requirements.

F. No business or trade of any kind or noxious or offensive activity shall be conducted upon any Lot within or without the dwelling or improvements thereon; nor shall anything be done thereon or therein which may be or become an annoyance or nuisance to the neighborhood. No trailer, tent, shack or other such structure shall be located, erected or used on any Lot, temporarily or permanently, except portable toilets used during construction.

G. No satellite receiving dishes, (except for those which do not exceed 14" in diameter and are attached to the rear of the residence, which are allowed) radio or television aerial antenna or any other exterior electronic equipment or device of any kind shall be installed or maintained on any Lot or the exterior of any structure located on a Lot. .

H. No signs of any kind, except those placed by the Developer, shall be displayed to the public view on any portion of the Subdivision except one sign of not more than two (2) square feet identifying the Owner and address, one sign of not more than four (4) square feet advertising a Lot or Lots for sale or rent, or signs used by a builder to advertise Lots for sale during the construction and sales period. Any sign utilized in connection with the foregoing will be professionally prepared and may be located only on the Lot to which the sign refers.

I. No husbandry of either animals or fowls shall be conducted or maintained on any portion of a Lot. House pets only shall be excluded from this restriction, but pets will not be permitted to run unattended or without a leash in the Subdivision except within the confines of the Lot owned or leased by the owner of such pets. House pets may not become a nuisance to other Owners or residents in the Subdivision and the Owner shall not permit a pet upon his Lot to generate noise, smell or waste material offensive to other Owners or residents or in violation of law.

J. Wheeled vehicles of any kind, boats, recreational vehicles or any other offensive objects may not be parked or kept on any part of a Lot forward of the house, except that private automobiles without commercial signs may be parked in the driveway. Visitors for periods of less than twelve (12) hours are excluded. Boats, recreational vehicles, trailers motor homes, pickup trucks, camping trailers, and all commercial vehicles must be completely housed within the closed garage.

K. No window unit air conditioners are allowed on any building. No central air conditioning units shall be installed on the front of any building (or the side of a building which faces a street), unless previously approved in writing by the Review Committee. Central air conditioning units may be installed at the side or back of the residence provided its location does not violate the setback requirements set forth in this declaration. Each unit must be adequately and ornamentally screened so as not to be visible from any road or the golf course.

L. All telephone, electric and other utility lines and connections between the main utility lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible.

M. All above ground tanks, cylinders, or containers for the storage of gas or other similar fuels shall not be permitted.

N. Each Owner and/or Homebuilder shall install a gas water heater and one of the following gas appliances: central heating furnace, clothes dryer, gas range, hot tub heater or pool heater, in each of the houses constructed on the Property. However, the right of the home buyer to specially request to Developer or Homebuilder that an "appliance not use gas" is reserved by Developer. Developer reserves the right to comply with the home buyers' specific requests.

**ARTICLE XIII.**  
**ANNEXATION OF ADDITIONAL LAND**

In the event of development of future phases to Hart Lake Hills, the Developer expressly reserves the right, at Developer's sole option, to annex additional real property, contiguous in whole or in part to the Subdivision, into the Subdivision as though such additional real property was an original part of the Subdivision, and to make such additional real property subject to this declaration. The number of future phases to Hart Lake Hills and the number of lots included in each phase shall be determined by the Developer in its sole discretion. The Developers may annex additional real property into the Subdivision by recording in the public records of Polk County, Florida, a certificate executed by the Developer, describing the additional real property and stating that such additional real property is annexed into the Subdivision and is subject to this declaration. The Developer may exercise this right at any time, without consent of any Owner. If additional real property is annexed into the Subdivision and made subject to this declaration, the Owner or Owners of each Lot within the additional real property shall automatically become a member of the Association, effective as of the date of the recording of such certificate, and shall be permitted to use the roads, easements, and common areas in the Subdivision and shall be subject to all terms and provisions of this declaration, except as otherwise provided in the certificate; to the same extent as the original Lots subject to this declaration.

**ARTICLE XIV.**  
**GENERAL PROVISIONS**

A. Duration: The covenants, restrictions, easements, reservations, liens, charges and conditions set forth in this declaration, as they may be amended from time to time, shall run with the Subdivision, and all Lots contained therein, shall be binding on all persons and entities having or acquiring any right, title and interest in the Subdivision or any part thereof, and their successors, heirs and assigns, and shall inure to the benefit and limitation of all present and future Owners, tenants and residents of the Subdivision, for a term of twenty (20) years from the date this declaration is recorded in the public records for Polk County, Florida. After this twenty year period, these covenants, restrictions, easements, reservations, liens, charges and conditions shall automatically be extended for successive periods of twenty (20) years, unless an instrument signed by the then Owners of at least a majority of the total Lots then within the Subdivision has been recorded in the public records for Polk County, Florida, agreeing to change or terminate, in whole or in part, the terms and provisions of this declaration.

B. Amendment: The covenants, restrictions, easements, reservations, liens, charges and conditions set forth in this declaration, or any of them, may be amended, added to, partially or entirely deleted, or terminated at any time and from time to time by an instrument executed by the then Owners of at least a majority of the total Lots then within the Subdivision (including the Lots owned by the Developer) and recorded in the public records for Polk County, Florida. However, no such amendment, addition, deletion, or termination shall be effective without the joinder therein and approval thereof by the Developer during such time that the Developer is the Owner of any Lot.

C. Violations and Remedy by Association: The Association may correct and cure any violation of any term or provision of this declaration by an Owner not corrected and cured within thirty (30) days after written notice of the violation is given to the Owner and the Association is hereby granted the right to enter upon the Owner's Lot and to do all things necessary to correct and cure the violation. The Association's expenses to correct and cure the violation shall be chargeable to the Owner and shall be payable forthwith and upon demand. The Association shall be entitled to recover the such expenses, together with interest at the highest legal rate from the date said expenses are incurred, from said Owner, together with costs of collection and reasonable attorney's fees; which expenses, interest, collection costs

and attorneys' fees be secured by a lien upon the Owner's Lot. This lien may be perfected by the recording of a claim of lien in the public records of Polk County, Florida, and may be foreclosed in the same manner as a mortgage, at the option of the holder thereof. However, any such lien shall be and is hereby declared to be subordinate to any mortgage or mortgages encumbering the Lot against which the lien is asserted and of record at the time the claim of lien is recorded.

D. Enforcement: Enforcement of the terms and provisions of this declaration, as they now exist or may hereafter be amended shall be by any action or proceeding at law or in equity brought by the Developer or the Association or any Owner against the person or entity violating, attempting to violate, or failing to perform, any of the terms and provisions of this declaration, either to restrain or prevent the violation, to compel performance or compliance, or to recover damages. The prevailing party in any such action or proceeding shall be entitled to recover from the losing party a sum equal to the prevailing party's reasonable attorney's fees and court costs, including appeals.

E. Notices: Any notice required to be sent to any Owner under the provisions of this declaration shall be deemed properly given when deposited in the U.S. regular mail, postage prepaid, and addressed to the Owner at the Owner's last known address shown on the Association's books or records or to the Owner at the Owner's address as shown on the Polk County tax roll.

F. Waiver: Where a violation of this declaration exists and is of such a nature so that, in the opinion of the Board of Directors of the Association, the existence of such violation shall not result in an economic hardship to, adversely affect the property values of, or substantially interfere with the property rights of, other Owners in the Subdivision, the Association shall have the right at any time to waive such violation and release the Owner and such Lot or portion thereof from the obligation to cure such violation. The failure of the Association to enforce any term or provision of this declaration shall not constitute a waiver of the right to do so thereafter.

G. Severability: Invalidation of any term or provision of this declaration by judgment, court order or otherwise shall in no way affect any of the other terms and provisions, which shall remain in full force and effect.

H. Gender/Plurality: Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.

I. Governing Law: This declaration shall be construed in accordance with, and governed by the laws of the State of Florida.

In Witness Whereof, the Developer has executed this declaration as of the date first above written.

Signed, Sealed and Delivered  
in the presence of:

Keith H. Wadsworth  
Print Name: Keith H. Wadsworth

Andrea L. Porreca  
Print Name: Andrea L. Porreca

BEL CAPITAL, INC.

By: Leslie W. Jones Jr.  
As Its: President

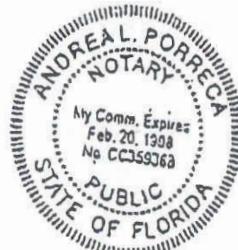
STATE OF FLORIDA

COUNTY OF POLK,

The foregoing instrument was acknowledged before me on August 27 1997, by Leslie W. Jones Jr. as President of BEL CAPITAL, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or he has produced a drivers license as identification.

(SEAL)

Andrea L. Porreca  
Notary Name: Andrea L. Porreca  
My Commission Expires: 2/20/98



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