

DECLARATION OF RESTRICTIONS

HICKORY HILL

KNOW ALL MEN BY THESE PRESENTS that New Homestead Development Co., Inc., ("Developer") being the owner in fee simple of all Hickory Hill (the "Subdivision") according to the map or plat thereof as recorded in Plat Book 58 at Page 25 of the public Records of Hillsborough County (the "Plat"), does hereby declare that the Subdivision and all lots therein are subject to the restrictions as described below (the "Restrictions"), which shall be deemed to be covenants running with the land imposed on and intended to benefit and burden each lot in the Subdivision.

ARTICLE I

USE RESTRICTIONS

1. Residential Use

All of the subdivision shall be known and described as residential property and no more than one (1) detached, single-family dwelling may be constructed on any lot as shown in the Subdivision, except that more than one (1) lot may be used for one (1) dwelling, in which event, all Restrictions shall apply to such lots as if they were a single lot, subject to the easements indicated on the Plat, or as reserved in Paragraph 4 of this Article.

2. Structures

No Structure shall be erected nearer than twenty-five (25) feet from a Front Street or Side Street. No Structure shall be erected nearer than seven and one-half (7.5) feet from a Side Lot Line or nearer than fifteen (15) feet from a Rear Lot Line. A swimming pool may not be located in the Front Yard of any lot. The terms "Structure," and "Front Yard" shall have the meaning ascribed by the Hillsborough County Zoning Regulations in effect as of the date of recording these Restrictions. The terms "Front Street", "Side Street", "Side Lot Line" and "Rear Lot Line" are as used in Exhibit A attached hereto and incorporated herein by reference. This control shall have no precedence over Hillsborough County Zoning regulations when county policies are more regulative than those listed herein.

3. Dwellings

No dwelling shall have a ground floor square foot area of less than one thousand eight hundred (1800) square feet for Phase I, and two thousand (2,000) square feet for Phase II, exclusive of screened area, open porches, terraces, patios and garages. All dwellings shall have at least two (2) inside baths. A "bath", for the purposes of these Restrictions, shall be deemed to be a room containing at least one (1) shower or tub, and a toilet and washbasin. All dwellings shall have at least a two (2) car garage attached to and made a part of the dwelling. No dwelling shall exceed two and one-half (2 1/2) stories nor thirty (30) feet in height. All dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns, provided that lot areas designated on the Plat for drainage easement purposes need not be grassed. Each dwelling shall have a shrubbery planting in front of the dwelling.

4. Easements

Perpetual easements five (5) feet in width for the installation and maintenance of utilities, drainage and water retention areas and courses, and for access to and from easement areas shown on the Plat (such easements being in addition to any shown on the Plat) are hereby reserved to the Developer along with Rear Lot Line and each Side Lot Line of all lots, and perpetual easements for the installation and maintenance of utilities, drainage and water retention areas and courses are hereby reserved to Developer and to all utility easement and drainage easement areas shown on the Plat, and the Developer shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Paragraph, nor as shown on the Plat, however, shall impose any obligation on Developer to maintain such easement areas, or to install or maintain the drainage areas, water retention areas and courses, utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas reserved pursuant to this Paragraph, as well as the easement areas shown on the Plat, no Structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, the maintenance of drainage or water, retention areas and courses, access, or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in such easement areas. The easement areas of each lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, Developer shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

5. Outbuildings

No outbuildings, tent, shack, garage, barn, utility shed, enclosed outdoor storage facilities, or other similar structures other than the dwelling shall, at any time, be erected and used on any lot temporarily or permanently, unless such structures meet the following requirements:

1. Must be located in the rear of any yard, behind the footprint of the house and behind an opaque fence or hedge.
2. Must not be visible from home's frontage.
3. Does not exceed the aggregate size of eighty (80) square feet.
4. Does not exceed height of eight (8) feet above ground level.
5. Is not used as a residence.
6. Structural steel or aluminum outbuildings are not permitted.
7. Temporary buildings, mobile homes or field construction offices may be used by contractors in connection with construction work. No recreation vehicles may be used as a residence or for any other purpose on any of the lots in the Subdivision. **(AMENDED MARCH 8, 2016)**

6. Commercial Uses and Nuisances

No trade, business, profession or other type of commercial activity shall be carried on upon any lot, except that real estate brokers, owners and their agents may show dwellings in the Subdivision for sale or lease; nor shall anything be done on any lot which may become a nuisance or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a lot in the Subdivision recognizes that Developer, its agents or designated assigns, has the right to (i) use lots and houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain furnished model homes in the

Subdivision open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Developer's rights under the preceding sentence shall terminate on March 31, 1987 unless prior thereto Developer has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida. It is the express intention of this Paragraph that the rights granted Developer to maintain sales offices, general business offices and furnished model homes shall not be restricted or limited to Developer's sales activity relating to the Subdivision, but shall benefit Developer in the construction, development and sale of such other property and lots which Developer may own.

7. Animals

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes; provided further that no person owning or in custody of a dog shall allow the dog to stray or go upon another lot without the consent of the owner of such lot; and provided further that no more than a total of two animals may be kept on any lot. All animals shall be on a leash when outside of the owner's lot.

8. Fences

A. Fence Locations, Height and Materials

i. Walls, hedges or fences may be constructed of a height not to exceed six (6) feet as follows:

Along:

- (i) The Side Lot Lines, subject to Subsection 8.B (ii);
- (ii) The Rear Lot Line, (excluding hedges);
- (iii) The Rear Dwelling Line; and
- (iv) The Front Dwelling Line.

Illustrations of the permissible location of walls, hedges and fences are set forth in the attached Exhibit A, Sketches 1, 2, and 3.

ii. Materials:

a.) Wood

- Fence must be vertical slats of pressure treated pine or other premium woods; e.g. cypress, cedar or redwood.
- Fence must not exceed six (6) feet in height. Fence height is measured from the ground to the top of fence panel.
- White or tan in color.
- A natural sealer is permitted.

b.) Vinyl

- Fence must be premium vinyl with a minimum 5" x 5" post installed 3' in the ground. The post shall incorporate a routed profile to accept horizontal rails, no bracketed posts are permitted.
- Fence must not exceed six (6) feet in height. Fence height is measured from the ground to the top of fence panel.
- Fence style must be vertical panels of tongue and groove, narrow or wide board panels with or without lattice accent.
- Style may include convex or concave top but is not required.
- White or tan in color.

c.) Aluminum/Wrought Iron/Steel

- Fence must be no higher than six (6) feet in height. Fence height is measured from the ground to the top of the fence panel.
- Fence must be wrought iron in style with vertical rods only.
- Black in color.

d.) Brick/ Block & Stucco/ Block & Stone

- Fence must be no higher than six (6) feet in height. Fence height is measured from the ground to the top of the fence panel.
 - Fence must be brick or concrete block covered with stucco or concrete block covered with stone.
 - White or tan in color, or a natural brick or stone to architecturally match the house.
- No other types of fences are permitted within the Community including but not limited to chain link fences.

B. Fence Prohibitions

No walls, hedges or fences may be constructed in the following areas:

- On lots with one front, between the street facing the front of the dwelling (the “Front Street”) and a straight line connecting the front living area of the dwelling to the Side Lot Lines (the “Front Dwelling Line”). See Exhibit A, Sketch 2.
- On corner lots, which have a side yard that functions as a second front yard, in such case, homeowners’ fences are subject to a fifteen (15) foot setback from the property line. See Exhibit A, Sketch 3.
- Fences may not go across the driveway or block the garage.
- Under no circumstances is fencing allowed beyond the Front Dwelling Line.

C. Special Provisions

Notwithstanding anything to the contrary, walls, hedges or fences of a height not to exceed six (6) feet may be constructed behind the Rear Dwelling Line when such surround the immediate perimeter of a terrace or patio area, and are attached to or adjoin the dwelling. The provisions of paragraph 8 of Article I shall not apply to completely enclosed screened in areas attached to the dwelling.

D. Definitions

The terms “Front Dwelling Line”, “Side Dwelling Line” and “Rear Dwelling Line” are as used in Exhibit A, Sketches 1 through 3. **(AMENDED MARCH 8, 2016)**

9. Vehicles

No vehicle shall be parked in the Subdivision except on paved streets, paved driveways or in garages. No trailers, trucks, or vehicles which are primarily used for commercial purposes, other than those present on business, may be parked in the Subdivision at any time; provided, however, a commercial truck or vehicle owned or used by a lot owner shall be permitted if parked inside of a garage and kept concealed from public view. Boats, boat trailers, campers, vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view.

10. Storage

No lot shall be used for the storage of rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers properly concealed from public view.

11. Clothes Hanging and Antennas

Clothes hanging devices exterior to a residence shall not be permitted. No exterior radio, TV or electronic antennas or aerials shall be allowed, however antennas or aerials which are installed so as to be completely concealed from public view, such as in attics or garages shall be permitted

12. Ponds

Ponds and other water retention areas ("Ponds") within the Subdivision are for the exclusive use of the owners and occupants of those lots on which such Ponds are located. In no event, however, shall any Pond be used for swimming, bathing, or boating purposes.

13. Street Lighting

If at any time hereafter, Developer, or its successors, requests that a street lighting district be organized pursuant to Hillsborough County ordinance, or as otherwise provided by law, comprised in whole or part by the Subdivision, all owners of lots in the Subdivision will, upon written request by the Developer: (i) join in any petition to the Board of County Commissioners requesting the formation of a street lighting district; (ii) grant any easement rights which may be required therefore, without payment of any compensation; (iii) pay any assessments imposed on their lots by said street lighting district; and (iv) join in any petition to annex contiguous property to the street lighting district

14. Lot Upkeep

All owners of lots with or without completed houses thereon, as a minimum, shall have the grass regularly cut; sidewalks, driveways and curbs edged; shrubs regularly trimmed; any dead trees/limbs removed; exterior walls kept free of weed-type vines; and fences, plants and trees visible from the street shall be trimmed of growing grass. Grass cuttings and leaves shall not be left on the sidewalk or in the street. Owners shall maintain all exterior surfaces, including fences, roofs and garage doors, to keep them free of flaking paint, rotting wood, dirt, mold and mildew at all times. The minimum for maintenance, but not the exclusive standard, shall be consistent with the general appearance of the property as a whole when initially constructed (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness).
(AMENDED MARCH 8, 2016)

15. Signs

No signs shall be displayed with the exception of a maximum of one (1) "For Sale" sign upon each lot not exceeding 36" X 24". Notwithstanding anything to the contrary herein, Developer, its successors, agents or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose in the Subdivision and shall have the exclusive right to use the words "Hickory Hill" by themselves, or in combination with any other words.

16. Architectural Control

Prior to the commencement of the work described herein, all building plans (including plot plan, grading plan and material lists) for the original construction, alteration or addition of Structures, or for the erection of walls, hedges or fences, all plans for the landscaping of Side Yards and Rear Yards that abut public streets, and all plans or agreements relating to the color to be used on the exterior of a Structure, shall be approved in writing by Developer, its successors or designated assigns. Developer shall have the absolute right to approve or disapprove said plans for any reason including aesthetic considerations. The rights granted to Developer under this Paragraph shall terminate on March 31, 1987, unless prior thereto Developer has indicated its intention to

abandon such rights by recording a written instrument among the Public Records of Hillsborough County, Florida. At no time will Recreational Vehicles or Mobile Homes be permitted in the said subdivision as dwellings or otherwise.

17. Amendments and Modifications by Developer

Notwithstanding any provisions of these Restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority at its sole discretion for a period of three (3) years from the date of recording of these Restrictions to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in Article I of these Restrictions without notice to or approval by other lot owners of the Subdivision and without any liability therefore to owners of other lots in the Subdivision or any other person or entity, whether private or governmental, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development set forth in Article I of these Restrictions. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of dwellings, pertaining to fence size, location or composition, or pertaining to the location of Structures on a lot in the Subdivision shall be conclusively deemed to be within the authority and right of Developer under this Paragraph.

ARTICLE II MISCELLANEOUS

1. Terms and Amendment

These Restrictions shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances of lots in the Subdivision subsequently executed and shall be binding on all parties and all persons claiming under such deeds for a period of thirty (30) years from the date the Restrictions are recorded, after which time these Restrictions shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any ten (10) year period an instrument in writing, signed by a majority of the owners of lots in the Subdivision, has been recorded in the Public Records of Hillsborough County, Florida, which said instrument may alter or rescind these Restrictions, in whole or in part. Subject to the provisions of Section 17 of Article I, These Restrictions may be amended by not less than seventy-five percent (75%) of the owners of lots in the Subdivision. No amendment of the Restrictions pursuant to this Paragraph shall require Developer to relinquish any rights reserved to the Developer under the Restrictions, or require a lot owner to remove any Structures, or wall or fence constructed in compliance with the Restrictions existing on (i) the date on which the construction of such Structure or fence commenced; or (ii) the date on which such owner took title to his lot if the construction of such Structure or fence commenced within ninety (90) days of his taking title.

2. Enforcement

If any person, firm or corporation, or their heirs or assigns shall violate or attempt to violate any of these Restrictions, it shall be the right of the Developer any other person or persons owning any lot in the Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any Restrictions whether such proceeding is to prevent such persons from so doing or to recover damages, and if such person is found in the proceedings to be in violation of or attempting to violate these Restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those incurred on appeal) incurred by the party enforcing these Restrictions. Developer shall not be obligated to

enforce these restrictions and shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself. Failure by Developer or any other person or entity to enforce any provisions of these restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to a similar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with these Restrictions, shall not prevent the Developer or any of the lot owners in the Subdivision from enforcing these Restrictions.

3. Severability

Invalidation of any one of these Restrictions by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

4. Deed Restrictions

Developer may include in any deed hereinafter made conveying lands in the Subdivision any additional restrictions or covenants not substantially inconsistent with these Restrictions and any utilities or drainage easements.

Phase I: Executed July 2, 1985

Phase II: Executed August 23, 1988

Preserved September 10, 2014

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