

American Home WC

THIS IS NOT A
Declaration of Covenants, Conditions and Restrictions for Keystone Meadow I,
Keystone Meadow II and portion of Woodham Farms.

A Investment Development Corp., d.b.a. Ariel Homes (Declarant) submits the following
restrictions on all of these lots:

- Keystone Meadow I Lot 1
- Keystone Meadow I Lot 2
- Keystone Meadow I Lot 3
- Keystone Meadow I Lot 4
- Keystone Meadow I Lot 5
- Keystone Meadow I Lot 6
- Keystone Meadow I Lot 7
- Keystone Meadow I Lot 8
- Keystone Meadow II Lot 1
- Keystone Meadow II Lot 2
- Keystone Meadow II Lot 3
- Keystone Meadow II Lot 4
- Keystone Meadow II Lot 5
- Keystone Meadow II Lot 6
- Keystone Meadow II Lot 7
- Keystone Meadow II Lot 8
- Woodham Farms Lot 6

INSTR # 2005575499

O BK 15867 PG 0565

Pgs 0565 - 571; (7pgs)

RECORDED 12/12/2005 08:56:15 AM
PAT FRANK CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

This Declaration, made and executed this 15th day of November, 2005 by A Investment Development Corp. d.b.a. Ariel Homes, hereinafter referred to as Declarant.

Whereas, Declarant is the owner of the above mentioned real property and desires to create hereon mutually beneficial restrictions under a general plan of improvement for the benefit of all the land in Keystone Meadow I, Keystone Meadow II and portion(s) of Woodham Farms and the future owners of those lands.

Whereas, the real property shown above will be collectively known as "Keystone Meadows" or "subdivision".

Whereas, A Investment Development Corp., d.b.a. Ariel Homes will be known as simply "Ariel Homes" or "Declarant".

Whereas, market conditions, circumstances or other factors beyond the control of the Declarant may result in a need or desire to modify or alter the general plan of development.

Whereas, all or any portion of the Property may be removed from the lien and operation of this declaration by an amendment executed by the Declarant for such purpose, provided there are no conveyances of Lots (with or without residences being constructed thereon) being removed from the lien and operation of this Declaration.

Prepared by notar: Ariel Quintana 040260
Ariel Homes
5281 Ehrlich Road
Tampa Fl. 33629

BEST IMAGE(S)

THIS IS NOT A
COPY
Now therefore, Declarant hereby declares that all of the Properties as defined herein shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions, and covenants all of which are in furtherance of a development plan for Keystone Meadows and are established for the purpose of enhancing and protecting value, desirability and attractiveness of the land and every part thereof. All of the limitations, restrictions, conditions and covenants herein shall run with the land and shall be binding upon the parties having or acquiring any right, title or interest in any of the above described Lots.

DEFINITIONS -

“Declarant” shall mean and refer to A Investment Development Corp., d.b.a Ariel Homes.

“Builder” shall mean the same as Declarant.

“Lot” shall mean and refer to any one of the individual plots of land or home site designated by Lot Number on which a Residential Unit is or may be constructed, as shown upon the recorded plat or plats of the Property.

“Property” shall mean and refer to all property which is subject to this Declaration, as supplemented and amended from time to time, and which is initially the real property owned by Declarant and specifically listed on Page One of this Declaration.

RULES AND REGULATIONS - Rules and regulations herein concern the use and enjoyment of each lot. Ariel Homes (referred to as Builder or Declarant) shall have the power to formulate, amend, publish and enforce reasonable rules concerning the use and improvement of each lot until such time as the Declarant decides to relinquish this right at or near the time the last home (on any of the lots mentioned above) is completed. Once the Declarant deems, in their sole discretion, that they are ready to relinquish this right, the residents may by majority vote or other method they deem acceptable, create their own homeowners association or committee to enforce these covenants, conditions and restrictions.

Such rules and regulations may provide for the imposition of reasonable fines or penalties for the violation of such rules and regulations, or for the violation of any of the covenants and conditions contained in this declaration, in addition to any other lawful remedies.

By acceptance of a deed to any portion of the Property, each grantee thereof, whether an initial purchaser of property or a Residential Unit Owner agrees to be bound and abide by the terms of this Declaration. In addition, family, guests, invitees and tenants of Owners shall abide and be bound by the provisions of the foregoing instruments while in Keystone Meadows.

USE OF PROPERTIES – No portion of the Properties (except for temporary offices of Declarant and/or any model used by Declarant) shall be used except for single-family residential purposes and for related incidental or accessory uses. No uses are allowed in violation of any federal, state or local laws or ordinances pertaining to protection of the environment. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot unless permitted by Hillsborough County as a home occupation, except that real estate brokers, Owners and their agents may show dwellings and Lots for Sale or Lease and except for commercial uses the Declarant has provided for in this

THIS IS NOT A
CERTIFIED COPY

paragraph. One room in each home may be used for a home based business, provided they do not have employee(s), customer(s) or client(s), anyone not living in the home, visiting the home on a regular basis. Delivery people (i.e. UPS, USPS, Fed-Ex, DHL, etc) are exempt from this regulation.

NUISANCES PROHIBITED – No obnoxious or offensive activity shall be carried on upon the Properties, nor shall anything be done which may be or may become a nuisance or annoyance to the neighborhood. No excessive noise shall be allowed within the Properties and each Owner shall refrain from any act or use of his Lot or any portion of the Property which could reasonably cause embarrassment, discomfort or annoyance to the neighborhood. No noxious, offensive or illegal activities shall be carried on upon any Lot or any portion of the Property. Without limiting the generality of the foregoing:

- A. The assembly or disassembly of motor vehicles and other mechanical devices, which might cause disorderly, unsightly or unkempt conditions visible to neighbors or to people on the easement(s) or street(s).
- B. No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon an Lot or any other portion of the property which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding property. Some excluded items to include, but not be limited to, typical and occasional mowing and yard-work and activities typically necessary with the keeping of horses.

ANIMALS – No hunting or fishing is allowed within the Properties. Poultry and livestock, with the exception of horses, may not be maintained on any Lot. Horses may be kept on any Lot over 1.8 Acres in total size, up to TWO horses maximum on any size Lot or the maximum number allowed by Hillsborough County law, ordinance or zoning, whichever is less. Animals may be bred, raised and/or trained for the owner's personal use and enjoyment, but no animals may be bred, boarded or raised for commercial use or sale on the Property.

Animals that unreasonably disturb or become a hazard to other Owners or residents shall be removed by their owners. Dogs shall be leashed or restrained on their owner's Lot at all times and Owner shall promptly remove and safely discard all pet waste, with the exception of horse waste, from any part of any property accessible to neighbors or from any other Owner's Property.

ARCHITECTURAL CONTROL – No building, fence, wall, driveway, paving, grading, screen enclosure or other improvement or structure including other changes to the natural state of the Property and vegetation existing hereon, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration to existing structures or improvements be made, until reasonably detailed plans and specifications accurately showing the nature, kind, shape, height, color, materials, and location of the same on the Lot, including a landscape plan showing trees over ten (10) inches in diameter at five (5) feet above ground level, which are likely to be disturbed by construction shall have been submitted to Declarant and approved in writing prior to commencement. Declarant will have sole discretion to approve or disprove any and all

THIS IS NOT A
plans for these improvements and/or changes to the properties until Declarant
relinquishes this right.

DWELLING SPECIFICATIONS - No (main) dwelling shall be constructed or permitted on any Lot having an area of the main structure, heated and finished, exclusive of open porches, decks and garages, of less than 3000 square feet. This is exclusive of additional detached (accessory) dwellings that may be approved by Declarant and any and all Hillsborough County ordinances. Each main dwelling may have a private attached garage for not less than 3 cars and not more than 4 cars and an accessory detached dwelling for not more than 5 cars, with a total of garage space for not more than 8 cars.

MAINTENANCE BY OWNER - Each owner shall keep all property owned by him/her or designated as his responsibility by Declarant, and all improvements therein or thereon, in good order and repair. This includes, but is not limited to, lawns, landscaping, trees, main dwelling, accessory building(s), fencing, signage, lights and any other improvements, including all maintenance and painting with such care and frequency as is consistent with good property management. If any owner fails to perform the duties specified in this Declaration, Declarant shall have the right (but not the obligation), to enforce such requirements in a legal manner including, but not limited to placing a lien on the Owner and/or property to cover such repair or maintenance as deemed necessary by Declarant. Declarant shall first have given the owner 72 hours notice of the failure to comply and the owner shall have failed to cure such non-compliance within 7 days of notice of failure to comply.

GARAGES AND PARKING AND ENFORCEMENT - Each Lot shall contain sufficient off-street parking space for at least three (3) full sized automobiles. No tractors, boats, trucks (other than one pick-up truck or van rated three-quarter ton or less), trailers, commercial vans, or other equipment or vehicles, except for operative licensed automobiles, and recreational trailers and vehicles shall be regularly parked or stored in any area on a Lot except inside an enclosed building approved by Declarant. No vehicles or trailers shall be parked on any street or in any easement abutting any of the Lots. Commercial vehicles shall be parked in such a way as to be inconspicuous to neighbors. Commercial vehicles are described as a truck, motor home, bus, van or other vehicle of great than three-quarter ton with or without a sign displayed on any part hereof that advertises any kind of business or within which any commercial materials and/or tools are visible. However all municipal, county, state or federal law enforcement vehicles are specifically excluded from this definition of "Commercial vehicle". Commercial vehicles shall be parked on a temporary, short-term basis only. Any commercial, recreational or other vehicle in violation of these restrictions may be towed away or otherwise removed by the Declarant at the Owner's expense.

TEMPORARY AND ACCESSORY STRUCTURES - Under no circumstances shall a metal storage building(s) be permitted. All accessory buildings must conform to the same architectural style as the residence located on the same lot, with the possible exception of a horse barn that is approved by the Declarant prior to commencement of building the structure.

THIS IS NOT A
OTHER OUTDOOR STRUCTURES – All outdoor equipment and accessories on a Lot, such as outside clothes lines, flags and flagpoles, tree houses, playhouses, motorcycles, supplies, garbage and refuse containers, transformers, generators, air conditioning and other mechanical equipment shall be concealed or integrated into the building design so as to be inconspicuous or otherwise approved in writing by Declarant as compatible and harmonious with the surroundings. Primary fuel storage tanks must be placed underground and above ground swimming pools are prohibited.

BASKETBALL OR OTHER SPORTS GOALS – Basketball and other sports goals are allowed may be located in front yards or near driveways provided such goals are approved by the Declarant and/or are well kept, properly maintained and not allowed to deteriorate in appearance. Portable goals are also allowed, but must be stored away and out of site when not in use.

FENCES AND SIGNS – No signs other than temporary construction signs or For Sale signs shall be erected or allowed to remain on any Lot, except with the approval of Declarant.

All fencing not already on the properties shall be made of a white vinyl material. Only 3-rail vinyl ranch-style fencing shall be allowed in the front yard from the back of the front one-third of the main dwelling forward to the front property line. Other styles of white vinyl fence will be allowed in the back and side yards, including privacy style fencing, from the front of the rear two-thirds of the main dwelling back to the rear property line and the side property lines. All fencing must be approved by the Declarant prior to installation. Height and style of all fencing must conform to Hillsborough County codes.

All repairs to any fence, wall or hedge erected by Owner or successor Owner that has installed such, that is damaged by any natural force, neglect or unavoidable accident must remove it completely or repair it using materials which are of like grade, quality, material, color, finish and workmanship as that which was provided or approved by the Declarant.

SUBDIVIDING LOTS – No portion of any Lot shall be subdivided other than by Declarant. Declarant shall have the right to adjust the boundaries of any Lot, with the effect of automatically relocating lot line easements and setbacks, if any.

EASEMENTS – All of the Properties shall be subject to such easements for driveways (ingress/egress/regress), walkways, drainage, parking areas, telephone and electric power lines and other public utilities, public service companies and governmental agencies as shall be established by Declarant prior to conveyance of any Lot. Declarant reserves to itself, its successors and assigns, a perpetual easement upon, over, under and across the Property for the purpose of maintaining, installing, repairing, altering and operating any utilities, drainage pipes, ditches, swells and/or structures, and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and services. All such easements shall be of size, width and location as Declarant, in it's sole discretion, deems best, but selected in a location so as not to unreasonably interfere with the use of any improvements which are now, or will be, located upon property. There is an easement for power lines above some

THIS IS NOT A
FILED COPY

Lots in Keystone Meadows and the buyer(s) of those Lots agree to abide by the rules and restrictions that come with owning a lot which these power lines and poles will effect. No Owner may construct any structure in any type of easement or on any wetland or within any wetland setback area without approval from Declarant and a variance from Hillsborough County and/or permission from the Southwest Florida Water Management District (SWFWMD).

ENFORCEMENT – The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, restrictions, liens and charges now or subsequently imposed by the provisions of the Declaration, and to recover reasonable attorney fees and costs of the proceeding from any violator. Failure by the Declarant or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so in the future.

SEVERABILITY – Invalidation of any of these covenants or restrictions by judgement or court order shall in no way affect any other provisions of this Declaration, which shall remain in full force and effect.

SECURITY – Declarant shall not in any way be considered insurers or guarantors of security within the Property, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or of any effectiveness of security measures taken. Each owner acknowledges, understands, and covenants to inform the occupants of its Residential unit that Declarant is not an insurer and that each person using the Property assumes all risks for loss or damage to persons, property, dwelling and the contents of dwellings or other buildings resulting from the acts of third parties.

RENTALS – Homes that are rented to tenants by their Owners may be rented or leased for no less than six (6) months at a time. No short-term rentals of less than six (6) months will be permitted.

AMENDMENT – The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty (20) years, unless and to the extent amended in accordance with it's terms, subject to county and state ordinances and/or laws. Declarant may amend this Declaration at any time for the purpose of making technical amendments required by any government agency, mortgagee, or insurer which do not materially or adversely affect the right of Owners, and which do not conflict with the intent of the U.S. Department of Housing and Urban Development. Any amendment to this Declaration shall be delivered to all Owners (that are Owners at the time of the amendment), within 30 days of the recording of the amendment.

ELECTRICAL SERVICE – Declarant reserves the right to subject the Properties to a contract with any public utility company for the installation of underground electric cables and/or the installation for street lighting, front entrance lighting and/or gate electrical service.

THIS IS NOT A COPY
FRONT YARDS AND LANDSCAPING - The front yard of each residence constructed on a Lot shall remain grass and each owner is required to maintain such grass or add grass where needed for general attractiveness of the front yard, and no such yard may be paved over or covered with rock or other substance without approval of Declarant. At all times, Owners shall landscape their Lots in accordance with Hillsborough County ordinances and nothing shall prohibit an Owner from employing xeriscape or "Florida-friendly landscaping" as defined in the Florida Statutes to their Lot.

EXEMPTION OF DECLARANT - Nothing contained in the Declaration shall be interpreted or construed to prevent Declarant or their contractor or subcontractors from doing or performing on all or any part of the Property owned or controlled by the Declarant, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development area.

In witness whereof, the Declarant has executed this Declaration the day and year first above recorded.

Signed, sealed and delivered in the presence of:

By: Mary L. Clark
Printed Name: MARY L. CLARK

By: Gisella Guggino
Printed Name: Gisella Guggino

"Declarant"

A Investment Development Corp, d.b.a. Ariel Homes.

By: Ariel J. Quintela
Printed Name: Ariel J. Quintela
It's Pres.
Address: 5281 E. Hilda Rd Tr A E 33624

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH



KIMBERLY L. NOH
Notary Public, State Of Florida
My Commission Expires 12/25/07
Commission No. DD277226

The foregoing instrument was acknowledged before me this 15th day of November, 2005, by Ariel J. Quintela as Owner of A Investment Development Corp., d.b.a. Ariel Homes, a Florida Corporation, on behalf of the corporation. He is know to me personally or Driver's License # _____ State _____ and did not take an oath.

Kimberly L. Noh

Notary Public for the State of Florida



KIMBERLY L. NOH
Notary Public, State Of Florida
My Commission Expires 12/25/07
Commission No. DD277226

7

~~PAY TO THE ORDER OF
REGIONS BANK
FOR DEPOSIT ONLY
A-INVESTMENTS DEVELOPMENT CORP
D/B/A ARIEL HOMES
5604101731~~