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REVITALIZED DECLARATION OF COVENANTS AND RESTRICTIONS OF
PEBBLE CREEK VILLAGE HOMEOWNER'S ASSOCIATION, INC.

THIS REVITALIZED DECLARATION made this 12 day of MARCH, 2013,
by Pebble Creek Village H.O.A., hereinafter called the Association:

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, PEBBLE CREEK VILLAGE HOMEOWNER'S ASSOCIATION, INC., A FLORIDA CORPORATION hereinafter called "the Association", is the homeowner's association that was incorporated on February 20, 1973, originally named The Homeowner's Association of Pebble Creek Village, a Florida Non-Profit Corporation. The name of the Association was changed to Pebble Creek Village Homeowner's Association, Inc. on or about April 27, 2007; the homeowner's association being formed to carry out the duties and responsibilities of the Pebble Creek Village Subdivision established pursuant to that certain Declaration of Covenants and Restrictions of Pebble Creek Village recorded in the Public Records of Hillsborough County, Florida, at Official Records Book 2659, Page 147, et. seq. Said Declaration was executed and recorded by the Developers, P.H.E., Inc., an Ohio Corporation, that was the fee simple owner of all of that certain real property more particularly described in the land shown on the plats of the Pebble Creek Village Subdivision as recorded in Plat Book 45, Page 16, of the Public Records of Hillsborough County, Florida, and as legally described in Exhibit A to the Declaration of Covenants and Restrictions of Pebble Creek Village.

Additional lands have been annexed to the Pebble Creek Village Subdivision and are subject to the original Declaration of Restrictions for Pebble Creek Village and all of the amendments thereto. Those lands being more fully described in the Supplemental Declaration of Covenants and Restrictions of Pebble Creek Village recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 2960, beginning at Page 901; the Supplemental Declaration of Covenants and Restrictions of Pebble Creek Village recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 4185, beginning at Page 227; the amendment to Declaration of Covenants and Restrictions of Pebble Creek Village recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 2671, beginning at Page 989; the Declaration of Condominium of Pebble Creek Condominium Village Two, recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 2956, beginning at Page 1677; the Declaration of Condominium of Pebble Creek Condominium Village One recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 2787, beginning at Page 116; the Plat of Pebble Creek Village Unit 2 recorded at Plat Book 47, Page 61 of the Public Records of Hillsborough County, Florida that Plat of Pebble Creek Village Unit 2A recorded in the Official Records of Hillsborough County, Florida, at Plat Book 50, Page 69; the Plat of Pebble Creek Village Unit 3, recorded in the Official Records of Hillsborough County, Florida at Plat Book 51, Page 32; the Declaration of Condominium of Fairway Villas at Pebble Creek Village recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 3806, beginning at Page 1987; the Plat of Fairway Villas at Pebble Creek Village recorded in the Official Records of Hillsborough County, Florida;

WHEREAS, the Association is governing the Subdivision known as Pebble Creek Village, and the Association deems it necessary, proper and desirable to revitalize said Declaration of Protective Covenants and Restrictions recorded at Official Records Book 2659, beginning at Page 147; the amendments to Declaration of Covenants and Restrictions of Pebble Creek Village, recorded

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in the Official Records of Hillsborough County, Florida, at Official Records Book 7320, Pages 602 through 608; said protective covenants, restrictions and other conditions placed upon the land within said Subdivision, are incorporated into this Revitalized Declaration of Protective Covenants and Restrictions; it is deemed that said protected covenants and restrictions as amended, supplemented and revitalized, shall expressly run with the title to the land and govern all present and future owners and users thereof for their mutually protection, benefit, and wellbeing.

WHEREAS, all of the supplements and amendments referenced hereinabove are hereby incorporated into this Revitalized Declaration of Restrictions for Pebble Creek Village;

WHEREAS, the Association has the authority to amend said Declaration of Protective Covenants and Restrictions.

WHEREAS, said Association was established for the purpose of enforcing and supervising said restrictions and covenants, which is authorized but not required, to enforce and supervise the compliance with the provisions thereof;

NOW, THEREFORE, for and in consideration of the premises set forth herein and other good and valuable consideration, the grantee of any deed conveying any homesite or homesites, parcel or tracts shown on said plat or any plats or portions or replats thereof at any time thereof during the term these restrictions are in force shall be deemed by the acceptance of such deed to have expressly agreed to all of such protective covenants, restrictions, easements, conditions, charges, reservations, burdens and servitudes as follows:

ARTICLE I
Definitions

SECTION I. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Homeowner's Association of Pebble Creek Village, a Florida non-profit corporation.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to these covenants and restrictions or those in any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land described in Schedule A attached hereto, and shown as recreation areas and playgrounds, and those so designated in any Supplemental Declaration and intended to be devoted to the common use and enjoyment of the owners of the Properties.

(d) "Limited Common Properties" shall mean and refer to those areas of land planned by the developer to be made a part hereof, those Lots of Living Units conveyed to a private club entity and designated in such conveyance as Limited Common Properties, and those so designated in any Supplemental Declaration under the provisions of Article II hereof and intended to be devoted to private club purposes.

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(e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of the Common Properties and Limited Common Properties as heretofore defined.

(f) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(g) "Model Home" shall mean any single family or multi-family dwelling unit used solely as a model for the sale of other dwelling units and having no person living within said unit.

(h) "Single Family Attached Dwellings" shall mean and refer to any buildings having common walls.

(i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure action or any deed in lieu of foreclosure.

(j) "Member" shall mean and refer to all those Owners who are members of Association as provided in Article IV, Section I hereof.

(k) "Project" shall mean the land as shown on the Master Plan prepared by the developer dated November 11, 1972 and any additional property which may be added by developer in accordance with Article II.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

SECTION I. Existing property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, all of which real property shall hereinafter be referred to as "Existing Property" and is described in Schedule A attached hereto and made a part hereof.

SECTION II. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions by Action of Developer. Developer, its successors and assigns, shall have the right without consent of owners or Association to bring within the scheme of this Declaration additional properties in future stages of the Project and development.

The additions authorized under this and the succeeding subsection, shall be made by filing for record a Supplemental Declaration with respect to the additional property which shall extend the scheme of these covenants and restrictions to such property.

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Such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration within Existing Property.

(b) Other Additions. Upon approval in writing of Association, pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of Association, may file for record a Supplemental Declaration as described in subsection (a) hereof.

(c) Mergers. Upon a merger or consolidation of Association with another association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within Existing Property except as hereinafter provided.

ARTICLE III GENERAL PLAN OF DEVELOPMENT

There has been prepared by the Developer a General Plan of Development showing the proposed development of the property described in this Declaration. The General Plan of Development shall not bind the Developer, its successors and assigns to adhere to the Plan in any subsequent development of the land shown thereon, and representations of salesmen, agents, or employees of Developer or of Developer's successors in interest shall not in any way bind Developer or its successors in interest to adhere to the Plan in any subsequent development. It also shall be understood that the Developer shall be free to develop such portions or sections of the lands depicted in the General Plan of Development as, in the reasonable exercise of its discretion, it deems in the best interest of the entire development, without regard to the relative location of such portions or sections within the overall plan; that it shall not be required to follow any predetermined sequence or order of improvement and development; and that it may bring within the scheme of this Declaration additional lands, and develop the same before completing the development of the Existing Property.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION I. MEMBERSHIP. Every person or entity who is a record owner of a fee simple or of a fractional undivided fee simple interest in any Lot or Living Unit which is subject, by these covenants, to the jurisdiction and powers of the Association, and particularly to the assessment and assessment lien powers of the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit which is subject to the aforesaid jurisdiction and powers of the Association, and, as used herein, the word Lot and the words Living Unit shall have the meaning set

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forth herein. All membership rights and duties shall be subject to and controlled by this Declaration, which is to be in the form of a covenants running with the land.

SECTION II. VOTING RIGHTS. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners of Lots and Living Units with the exception of the Developer, as defined in this Declaration, and shall be entitled to one vote for each Lot or Living Unit owned. When more than one persons holds an interest in any Lot or Living Unit, all such persons shall be members, but the single vote for such Lot or Living Unit shall be exercised as they among themselves determine, and in no event shall more than one vote be cast with respect to any Lot or Living Unit owned by Class A members.

Class B. The Class B member shall be the Developer, and it shall be entitled to four (4) votes for each of the Lots and Living Units it owns. The Class B membership and its voting rights shall cease and be converted to Class A membership on January 1, 1995, or on the date when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership determined on the basis of the total intended units for the entire project as set forth in the Master Plan of Developer as said Master Plan is defined in the Declaration, whichever is the first to occur.

**ARTICLE V
PROPERTY RIGHTS IN THE COMMON PROPERTIES**

SECTION 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

SECTION 2. Title to Common Properties. Developer may retain the legal title to Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of Developer, Association is able to maintain the same but, notwithstanding any provision herein, Developer hereby covenants, for itself, its successors and assigns, that it shall convey Common Properties to the Association not later than January 1, 1995.

SECTION 3. Extent of Members' Easements. The rights and easement of enjoyment created hereby shall be subject to the following:

(a) The right of Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure and

(b) The right of Association, as provided in its Articles of Incorporation and Code of Regulations, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(c) The right of Association to dedicate or transfer all or any part of Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by Members, provided that no such dedication, transfer or determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded,

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agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

SECTION 4. Association shall retain Common Properties for park, recreation and open space purposes and shall maintain Common Properties. The minimum standard of maintenance shall be the keeping of non-wooded areas mowed, the keeping of wood area trails in good repair and the keeping of Common Properties free from trash, debris and nuisance. Such recreation purposes shall include the placing or construction of recreational structures upon Common Properties.

**ARTICLE VI
LIMITED COMMON PROPERTIES**

SECTION 1. Members shall have the right to join and maintain social membership in any private club owning or operating any Limited Common Properties upon payment of required fees, dues and assessments and upon compliance with the rules and regulations of said club governing personal conduct on Limited Common Properties.

SECTION 2. In the event Limited Common Properties are not maintained in accordance with the minimum maintenance standard established in Section 4 of Article V above, said areas shall be deemed Common Properties for use and maintenance purposes only. The maintenance obligation of Association hereunder shall be no more than the minimum maintenance standard established in Section 4 of Article V above. Said areas may again be used for private club purposes and shall thereupon be deemed Limited Common Properties for all purposes.

SECTION 3. Any maintenance expense incurred by virtue of Section 2 of this Article VI, interest thereon and costs of collection thereof shall be a charge on Limited Common Properties and shall be a continuing lien thereon. The amount of such lien shall be no more than that amount required for minimum maintenance pursuant to the standard established in Section 4 of Article V above, plus interest thereon and costs of collection thereof. Such expense together with such interest thereon and costs of collection thereof as hereinafter provided shall also be an obligation of the owner of Limited Common Properties at the time when the expenses were incurred.

SECTION 4. At any time within 13 months from the payment of any maintenance expenses herein provided, Association shall mail by registered or certified mail, copies of receipted bills for such expense to the owner or owners of Limited Common Properties.

SECTION 5. Subordination of the Lien, to Mortgages. The lien for maintenance expenses, interest and costs of collection provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the maintenance assessment, interest and costs of collection which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent maintenance expenses, interest and costs of collection.

SECTION 6. Any owner of Limited Common Properties who believes that the portion of common expenses chargeable to Limited Common Properties, has been improperly charged against his

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Limited Common Properties may bring an action in the Circuit Court of Hillsborough County, Florida, for the discharge of such lien.

**ARTICLE VII
COVENANT FOR MAINTENANCE**

SECTION 1. Each Owner shall keep all Lots owned by him, and all improvements therein or thereon in good order and repair, including the mowing of lawns, and other appropriate external care of all improvements situated on said Lot, in a manner and with such frequency as is consistent with good property management. If in the opinion of the "Architectural Committee" as hereinafter defined, any owner fails to perform the duties imposed by this Section the Association after approval by a majority decision of its Board of Directors or the Developer, and, after thirty (30) days written notice by Certified Mail to Owner to remedy the condition in question shall have the right through its agents and employees, to enter upon the Lot or Living Unit or Parcel of Land in question and to repair, maintain and restore the Lot or Living Unit or Parcel of Land or such improvements, and the cost thereof shall be binding, personal obligation of such Owner, as well as a charge and a lien enforceable in the same manner as a mortgage upon the Lot, Living Unit, or Parcel of Land in question.

**ARTICLE VIII
COVENANT FOR MAINTENANCE ASSESSMENTS**

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot and Living Unit owned by it within the Properties hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to Association: (1) annual assessment or charges, (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of Common Properties, including, but not limited to, the payment of taxes and insurance thereon, repairs, replacements and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

SECTION 3. Basis and Maximum of Annual Assessments. Until the fiscal year beginning July 1, 1974, the annual assessment shall be \$90.00 per Living Unit and shall be used in the following manner:

- (1) Taxes on all common property.

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(2) Balance of the annual dues shall be used for maintenance of all common areas, and for any other purpose the Association deems proper.

From and after July 1, 1974, the annual assessment may be increased by vote of members, as hereinafter provided, for the next succeeding three year period, and at the end of each three year period for each succeeding three year period. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessments for any year at a lesser amount.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction and unexpected repair or replacement of a described capital improvement upon Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting; provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which Association is authorized to participate under its Articles of Incorporation and Code of Regulation, and under Article II, Section 2 hereof.

SECTION 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows: At the first meeting called, as provided in Section 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) per cent of the votes of each class of Members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on July 1, 1973. The assessments for any year, after the first year, shall become due and payable on the first day of July of each year. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties not subject to assessment at a time other than the beginning of any assessment period.

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The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 8. Duties of the Directors. The Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of Association and shall be open to inspection by an Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. Association shall, upon demand, at any time furnish to any Owner liable for said assessment or any mortgagee, a certificate in writing signed by an officer of Association, setting forth the amount of his unpaid assessments. Failure of Association to furnish said certificate within sixty (60) days of receipt of written demand therefor, shall discharge any lien for assessments levied prior to the date of the mailing of said demand.

SECTION 9. Effect of Non-Payment of Assessment: The Personal Obligation of Owner: The Lien: Remedies of Association. If the assessments are not paid on the date when due then such assessment shall become delinquent, and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. In addition to the above, Association may deny use of Common Properties and Limited Common Properties if assessments are delinquent.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the cost of this action.

SECTION 10. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, such as a deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

SECTION 11. Exempt Property. The following property subject to these restrictions shall be exempted from the assessments, charges and liens created herein:

- (a) All properties in the name of the Developer until conveyed to an Owner as defined herein. Any transfer to a person, firm, corporation or other entity merely for the purpose of changing the form of Developer's ownership or for the purpose of holding said properties for sale or for the purpose of

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construction of improvements thereon shall be deemed not to be a transfer to an Owner.

- (b) All properties, to the extent of any easement or other interest therein, dedicated and accepted by the local public authority and devoted to the public use.
- (c) All Common Properties.
- (d) All Limited Common Properties except for the lien provided in Article VI hereof.
- (e) All properties exempted from taxation by the laws of the State of Florida upon the terms and to the extent of such legal exemption.
- (f) Property purchased by a builder in quantities of ten (10) or more lots for a period of nine (9) months from date of purchase.
- (g) Model homes as defined heretofore.

**ARTICLE IX
COVENANTS AND RESTRICTIONS GOVERNING LOTS
OR LIVING UNITS AND WATERWAYS**

SECTION 1. Animals. No animal or pet of any kind, with the exception of one dog and one cat per residence, may be kept or harbored on any lot or living unit except by revocable permission of Association. The one dog and one cat which are allowed per residence shall be kept on a leash at all times when outside of the residence. All such allowable dogs or cats shall be indoor house pets. No outside animal dwelling structures are permitted.

SECTION 2. Parking of Trucks, Trailers, Boats, Mobile Homes. No owner shall allow the parking of trucks, trailers, boats, mobile homes, or erection of tents on a regular basis in front of or on any premises except in an enclosed structure without the revocable permission of Association.

SECTION 3. Trash or Garbage. No owner shall allow trash or garbage to accumulate on any premises except in containers that are emptied periodically.

SECTION 4. Trade or Business. No owner shall carry on or permit to be carried on, on any premises, any trade or business that is evident to the public or to other members of the Association.

SECTION 5. Signs. No signs or other advertising device of any nature shall be placed upon any lot except:

- (a) A sign advertising a dwelling for sale not in excess of 9 square feet.

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(b) By an investor of more than one lot, with one sign only at any given time not in excess of 9 square feet.

SECTION 6. Miscellaneous.

- (a) All single family dwellings shall have an outdoor light which shall be kept illuminated during the hours of darkness, said light shall be located adjacent to the driveway and the dedicated road.
- (b) On all private drives or roads, if any, leading to multi-family units there shall be installed an outdoor light on said private drive or road where said drive or road meets the dedicated public road. These lights shall be illuminated during the hours of darkness.
- (c) All owners of single family detached dwellings must spend a minimum of \$100.00 for landscaping, other than ground cover, within one (1) year after occupancy.
- (d) All drives must be made of a hard surfaced material such as asphalt or concrete and must be hard surfaced within one (1) year after initial occupancy.
- (e) No garage or structure may be built on a single-family lot unless it is attached to the house.
- (f) All mailboxes must be approved by the Architectural Committee prior to installation.
- (g) Separate newspaper boxes are not permitted.

SECTION 7. T.V. Antennas. There shall be no TV antennas permitted on The Properties without the revocable permission of Association. Developer, and its agents or assigns, shall not be bound by this restriction and may erect or have erected by its agent or assigns a community television antenna upon The Properties.

**ARTICLE X
PARTY WALLS**

SECTION 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon The Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability of property damage due to negligent or willful acts or omissions shall apply thereto.

SECTION 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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SECTION 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribute Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

SECTION 7. Condominium. The provisions of this Article X pertaining to party walls shall not affect the Owner of Condominium Living Units where such Condominium Living Units are contained in a multi-family building; provided, however, that the provisions of this Article X shall apply to townhouses and cluster housing even if said housing shall be owned in a condominium form of ownership, unless the Declaration of Condominium pertaining to the particular townhouses and cluster housing provides otherwise.

**ARTICLE XI
ARCHITECTURAL CONTROL COMMITTEE**

SECTION 1. Appointment of Committee. An Architectural Control Committee shall be appointed by the Board of Directors. The Committee shall consist of five members of the Association. Initially, one (1) member shall serve for one (1) year; two (2) members shall serve for two (2) years; and two (2) members shall serve for three (3) years. In addition to the five (5) appointed members, the Association Board member who is given responsibility for architectural control shall serve on the architectural committee as liaison to the Board and shall have voting rights on the architectural committee for the purpose of creating a majority vote.

Members of the Committee may be re-appointed for successive terms. Vacancies that occur on the committee will be replaced by the Board at the next regular scheduled meeting of the Board.

SECTION 2. Review and Approval of Plans.

A. No building, dock, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or alteration thereto, including driveway and sidewalk painting, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to the Architectural Control Committee via the Board of Directors for final approval by the Board of Directors.

- (1) as to the aesthetic and other impact of the addition or alteration;
- (2) as to the harmony of external design and general quality of Pebble Creek Village;
- (3) as to location of the structure in relation to surrounding structures and topography and finished ground elevation; and

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(4) as to consistency with the provisions of this Declaration, and other criteria and guidelines of the Committee.

B. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days from their submittal and receipt of the Committee, the plans and specifications shall be deemed approved.

SECTION 3. Form of Submittal and Information Required.

A. The plans and specifications to be submitted to the Architectural Control Committee shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee, including but not limited to:

(1) a site plan showing the location of all proposed and existing structures on the lot, including building setbacks, open space, driveways and parking spaces, including the number thereof;

(2) a foundation plan or structure footprint;

(3) a floor plan;

(4) exterior elevations of any proposed structure and alterations to existing structures, will appear after all construction, including backfilling, drainage, grading and landscaping, has been completed;

(5) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of any proposed structure or alteration to existing structures; and

(6) plans for landscaping and grading, especially if the proposed alteration or structure consists of such landscaping or grading.

B. The Architectural Control Committee may require additional information. If additional information is requested, the original time period of thirty (30) days in which the Architectural Control Committee has to render a decision on approval and disapproval, may be extended for a reasonable period of time. Such time extension shall be announced by the Committee when they make their request for additional information.

C. The Architectural Control Committee shall have the authority to recommend to the Association Board of Directors standards and criteria for all structures, additions, and alterations, over which the Committee has review and approval authority. These standards and criteria, once adopted by the Association Board of Directors, shall become a part of the Association records, and shall be furnished to all members.

D. The Architectural Control Committee may specify a form to be used as a cover sheet for all submittals. The form shall contain a space to be completed by the Committee indicating the action taken, including the results of the neighbor survey, on the request.

SECTION 4. Record of Committee Action.

THIS IS NOT A

CERTIFIED COPY

A. Upon approval by the Architectural Control Committee of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall become a permanent record to be kept by the Association Board of Directors. A copy of the plans and specifications, along with the written recommendations of the Committee, be returned to the Board of Directors. The copy of the plans and specifications will remain the property of the Board. The Board will then inform the requestor of approval or denial. Approval of any plans and specifications shall not be deemed a waiver of the Architectural Control Committee's right, in its discretion, to disapprove similar plans and specifications, or any of the features or elements included therein, if such plans, specifications, features or elements are subsequently submitted by any other person.

B. Approval of any plans and specifications relating to any lot or structure shall be final as to that lot or structure, and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with, such plans and specifications, as approved, and any conditions attached to any such approval.

C. Notwithstanding anything to the contrary, the Architectural Control Committee may request changes in any plans or structures that are completed or being built if required by law, and the Architectural Control Committee shall not be liable for damages.

D. No member of the Architectural Control Committee, or the Committee itself, shall be responsible or liable in any way for any defects in any plans or specifications approved by the Committee, nor for any structural defects in any work done according to such plans and specifications. Further, no member of the Architectural Control Committee, or the Committee itself, shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications or the exercise of any other power or right of the Architectural Control Committee provided for in this Declaration. Every person who submits plans or specifications to the Architectural Control Committee for approval agrees, by submission of such plans and specifications, and every owner of a lot agrees, that he will not bring any action or suit against the Architectural Control Committee or any member of the Committee, to recover for any such damage.

E. Any employee or agent of the Architectural Control Committee may, after reasonable notice, at any reasonable time, enter upon any lot for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any structure, or the use of any lot and structure is in compliance with the provisions of this Declaration; and neither the Architectural Control Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

SECTION 5. Violations. If any structure shall be erected, placed, maintained or altered upon any lot, otherwise than in accordance with the plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without approval required herein. If in the opinion of the Architectural Control Committee such violation shall have occurred, the Architectural Control Committee shall notify the Board of Directors of the Association. If the Board shall agree with the determination of the Architectural Control Committee with respect to the violation, the Board shall provide written notice to the Owner by certified mail, return receipt requested, setting forth in reasonable detail the nature of the violation and the specific