

Article IX - Use Restrictions

The property, which shall include all lots that result from the subdividing and platting of the parcel owned by the declarant and all commons or tracts, shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the declarant and upon each and every owner who shall acquire hereafter a lot or any portion of the property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

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Section 1 - Violation

If any person claiming by, through or under declarant or its successors or assigns or any other person shall violate or attempt to violate any of the covenants herein, it shall be lawful for the declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from doing so, or to cause the violation to be remedied and to recover damages or other dues or other such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorney fees and disbursements incurred through the appellate levels.

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Section 2 - Residential Lots

All lots included within the real estate to which these restrictions pertain shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than for residential use.

Section 3 - Mining or Drilling

There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the property. Excepted from the foregoing shall be activities of the declarant or the association, or any assignee of the declarant or the association, in dredging the water areas creating land areas from water areas, or creating, excavating or maintaining drainage or any facilities or easements, or the installation of walls or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the property.

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Section 4 - Antennas, Aerials, Satellite Dishes and Flagpoles

No outside antennas, antenna poles, antenna masts, satellite television reception devices larger than 39 inches in diameter, electronic devices, antenna towers or citizen band or amateur band antennas shall be permitted except as approved in writing by the association. Satellite television reception devices no larger than 39" in diameter are permitted without association approval if the devices are fixed to the rear portion of a dwelling or placed in the rear yard. Owner shall use their best efforts to locate the satellite television reception devices so they are not visible from the street fronting the building. A flag pole for display of the American Flag or any other flag shall be permitted only if first approved in writing by the association, as to its design, height, location and type of flag.

Section 5 - Walls and Fences

No dog runs, animal pens, chain link fences, walls or fences of any kind shall be placed or erected on the property at any time without the express written permission of the board.

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Section 6 - Subdivision or Partition

No portion of the property shall be subdivided except with the association's prior written consent.

Section 7 - Games and Play Structures

All game and play structures, including permanent roll out basketball hoops and backboards, tree houses, and other recreation equipment shall be located or screened so they cannot be seen by any street and are shielded from view from any adjoining lot.

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Section 8 - Casualty Destruction to Improvements

In the event an improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination of the owner that the improvement will not be repaired or replaced promptly, shall clear the damaged improvement and grass over the landscape such lot in manner consistent with the declarant's plan for beautification of the property. A destroyed improvement shall only be replaced with an improvement of the identical size, type, construction, and elevation at that destroyed unless the prior written consent of the association is obtained.

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Section 9 - Insurance Rates

Nothing shall be done or kept on any common area which shall increase the insurance rate of the association without prior written consent of the board.

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Section 10 - Surface Water/Storm Water Management System

(A) The Association shall own, operate, maintain and manage the surface water or storm water management system in a manner consistent with the South Florida Water Management District permit requirements and applicable district rules, and shall assist in the enforcement of the restrictions and covenants contained herein. Maintenance of the surface water or storm

water management system shall mean the exercise of practices which allow the systems to provide drainage, water storage, treatment, conveyance or other surface water or storm water management capabilities as permitted by the South Florida Water Management District. The Association shall be responsible such maintenance and operation. Any repair or reconstruction of the surface water or storm water management system shall be as permitted or if modified as approved by the South Florida Water Management District.

(B) No structure of any kind shall be constructed or erected within, nor shall any owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the surface water/storm water management system, nor shall any grading, alteration, or other modifications to these areas be made without prior written permission of the Association and the South Florid Water Management District.

(C) No owner shall in any way deny or prevent ingress and egress by the declarant, the association, or the South Florida Water Management District to any drainage areas or the surface water/storm water management system for maintenance or landscape purposes. The right of ingress and egress, and easements therefore are hereby specifically reserved and created in favor of the declarant, the association, the South Florida Water Management District or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(D) No lot shall be increased in size by filling in any drainage areas or other portion of the surface water/storm water management system. No owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the surface water/storm water management system that have been or may have been created by easement by prior written consent of the association and the South Florida Water Management District.

(E) Any wall, fence, paving, planting or other improvement which is placed by an owner within a drainage area, drainage easement, or the surface water/storm water management system including, but not limited to, easement for maintenance or ingress or egress access, shall be removed if required by the association or the South Florida Water Management District, the cost of which shall be paid for by such owner as a special assessment.

(F) The South Florida Management District shall have the right to enforce, by proceeding at low in equity, the provisions contained in this declaration which relate to the maintenance, operation and repair of the surface water/storm water management system.

(G) No owner of property within the property may construct or maintain any building, residence, or structure, or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the South Florida Water District pursuant to Chapter 40, Florida Administrative Code.

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Section 11 - Pets, Livestock and poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept within the property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other owner. No pet shall be allowed outside a lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the property unless the owner of the pet physically removes any such excretions from that portion of the property. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable rules and regulations of the association and their owners shall be held accountable for their actions. Commercial activities involving pets shall not be allowed. The association or the declarant may establish limits on the number and kind of pets that may be kept or permitted to be kept on any lot.

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Section 12 - Signs

No signs, except for a "for sale" sign not exceeding four square feet in surface area and one sign not more than one (1) square foot used to indicate

the name of the resident, shall be erected or displayed to the public view on any lot. Notwithstanding the foregoing, the declarant specifically reserves the right for itself, its successors, nominees and assigns and the association to place and maintain any and all signs they deem necessary, regardless of whether or not the sign complies with the mandate of the association and its members, in conjunction with construction, marketing, sales and rental of lots and identifying of informational signs anywhere on the property.

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Section 13 - Garbage Containers, oil and gas tanks, outdoor equipment

All garbage and trash containers must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining lot or street. No oil tanks or bottled gas tanks shall be allowed without the express written consent of the Board. Adequate landscaping shall be installed and maintained by the owner to conceal the oil or bottled gas tanks. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. There shall be no burning of trash or other waste material. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

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Section 14 - Vehicles and Recreational Equipment

No truck or commercial vehicle, (except police or other governmental automobile), mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or to be stored at any place on any portion of the property unless they are parked within a garage, or are located on a lot so they cannot be seen from any street and are shielded from view from any adjoining lot. For the purposes of this rule the following definitions shall apply:

(a) "Truck" means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers.

Regardless if such vehicle has a cover or "topper" for the cargo carrying area, it shall be deemed to be a truck. "Pick-up trucks" with a cargo capacity of one ton or less shall be permitted on the property.

(b) "Commercial Vehicle" means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, displays, or otherwise indicates a commercial use.

Commercial vehicles shall not include regular passenger automobiles or permitted pick-up trucks that have commercial markings, signs, or logos, if used for transportation to and from work.

This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a lot, nor to any vehicles of the declarant.

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Section 15 - Repairs

No maintenance or repairs shall be performed on any vehicle upon any portion of the property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the property must be completed within twelve (12) hours from its immobilization or the vehicle must be removed.

Section 16 - Prohibited Structures

No structure of a temporary character including, but not limited to, trailers, tents, shacks, sheds, barns, tree houses or out buildings shall be parked or erected on the property at any time without the express written permission of the Board.

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Section 17 - Nuisances

No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can reasonably be construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the board, whose decision

will be final.

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Section 18 - Window Treatment

No reflective foil, sheets, newspapers, or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other window coverings visible from outside a dwelling shall have white, beige, or similar light coloring.

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Section 19 - Compliance with Documents

Each owner and his family members, guests, invitees, lessee and their family members, guests and invitees: and his or its tenants, licensees, guest, invitees and subtenants shall be bound and abide by this declaration. The conduct of the foregoing parties shall be considered to be the conduct of the owner responsible for, or conducted in any manner with, such individual's presence within the property. Such owner shall be liable to the association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the owner as an assessment as provided in Article VII. Failure of any owner to notify any person of the existence of the covenants, conditions, restrictions, and other provisions of this declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the owner or such other person.

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Section 20 - Other Restrictions Established by the Association

The association shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the association. However, once the

association promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the association modifies, changes or promulgates new restrictions or the association modifies or changes restrictions set forth by the association.

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Section 21 - Common Area

Other than those improvements constructed by declarant, no improvements shall be constructed upon any portion of the common area without the approval of the association. The following shall apply to the common area:

- (a) No activities constituting a nuisance shall be conducted upon any common area.**
- (b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any common area.**
- (c) The association may from time to time adopt reasonable rules and regulations concerning use of the common area which shall be binding upon all members of the association.**
- (d) Nothing shall be stored, constructed within or removed from any common area other than by the declarant, except with prior written approval from the board**
- (e) Except for the capital improvements made to the common area by the declarant at its expense, at all times hereafter, all capital improvements to the common area, except for replacement or repair of those items installed by the declarant and personal property related to the maintenance of the common area, shall require the approval of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose unless such capital improvement is required by any Federal, State or local law or ordinance.**

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Section 22 - Property Maintenance

Each lot and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush, or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted or allowed to accumulate on a lot. In the event that any owner of any lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the association, the owner shall be notified and given thirty days within which to correct or abate the situation. If the owner fails to do so, the association shall have the right (although it shall not be required to do so) to enter upon the lot for the purpose of repairing, maintaining, and restoring the lot and exterior of the building and other improvements located thereupon at the sole cost of the owner of the lot. The cost of such repair, maintenance, restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance, and enforcement of the lien shall be in accordance with the construction lien law of Florida, and the owner of the lot shall, by virtue of having acquired the lot, subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

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Section 23 - No Implied Wavier

The failure of the association or the declarant to object to an owner's or other parties failure to comply with this declaration or any other governing documents (including any rule and regulations promulgated) shall in no event be deemed a wavier by the declarant or the association, or any other person having an interest therein, of that owner's or other party's requirement and obligation to abide by this declaration.

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Section 24 - Imposition of Fines for Violations

It is acknowledged and agreed among all owners that a violation of any of the provisions of this article by an owner or resident may impose irreparable harm to the other owners or residents. All owners agree that a fine may be imposed by the declarant or association for each day a violation continues after notification by the declarant or the association. All fines collected shall be used for the benefit of the association. Any fines levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within fifteen (15) days the amount of such fine shall accrue interest at a rate of six percent (6%) per annum, and shall be treated as a special assessment as provided in article VII.

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Section 25 - Association Wavier

In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the association shall have the right and authority to waive such violation.

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Section 26 - Right of Declarant

Notwithstanding anything in this article to the contrary, declarant shall have the right to use property for ingress and egress thereover including the use of construction machinery and trucks thereon and no person shall in any way impede or interfere with the declarant, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of lots and improvements thereon. Furthermore, the declarant may make such use of the property free from interference of owners or contract purchases as may be reasonably necessary to facilitate the completion and sale of lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the property.

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