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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR AVALON AT PROVIDENCE LAKES

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

This Declaration of Covenants, Conditions and Restrictions for AVALON AT PROVIDENCE LAKES, (“Declaration”), is made as of the 15 day of January, 1995, by BAY HILL HOMES, INC., a Florida CORPORATION (the “Declarant”).

W I T N E S S E T H:

WREREAS, Declarant owns all of that certain property known as AVALON AT PROVIDENCE LAKES, a subdivision located in Hillsborough County, Florida, more properly described as follows:

All property located in AVALON AT PROVIDENCE LAKES (Lots 1 thru 21) subdivision, Hillsborough County, Florida, according to the Map or Plat thereof as recorded in Plat Book 72, Pages 3-1 through 3-3 of the Public Records of Hillsborough County, Florida.

WHEREAS, AVALON AT PROVIDENCE LAKES is subject to the covenants, conditions, and restriction as set forth in the Master Declaration of Covenants, Conditions and Restrictions for Providence Lakes, dated October 30, 1984, and recorded in Official Records Book 4466 at Page 1298 of the Public Records of Hillsborough County, Florida, as amended by the First Amendment to Master Declaration of Covenants, Conditions, and Restrictions for Providence Lakes, dated January 18, 1985, and recorded in Official Records Book 4498, at Page 493 of the Public Records of Hillsborough County, Florida;

WHEREAS, Declarant wishes to place certain restrictions, covenants, conditions, stipulations and reservations upon and against AVALON AT PROVIDENCE LAKES in order to establish a uniform plan for the development, improvement, and sale of lots in such subdivision, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said subdivision.

NOW, THEREFORE, this Declaration is set forth as follows, and Declarant hereby adopts, establishes, and imposes upon the above described property and declares the following reservations, easements, restrictions, covenants, and conditions applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the subdivision, which reservations, easements, restrictions, covenants, and conditions shall run with the land and shall, be binding upon all parties having or acquiring any right, title, or interest therein, or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. “Architectural Control Committee”, or “Committee”, shall mean the ACC as established by Article III of the Master Declaration of Covenants, Conditions and Restrictions for Providence Lakes.

Section 2. “Association” shall mean PROVIDENCE LAKES MASTER ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns. The Association has been created pursuant to the Master Declaration.

Section 3. “Board” shall mean and refer to the Board of Directors of the Association.

Section 4. “Common Areas” shall mean all property owned by the Association, if any, for the common use and benefit of the owners in Providence Lakes.

Section 5. “Declarant” shall mean BAY HILL HOMES, INC., a Florida Corporation, and its successors

and assigns, if such successors and assigns are designated by Declarant in an instrument recorded in the Public Records of Hillsborough County, Florida, as the successors and assigns of all of Declarant's rights hereunder.

Section 6. "FHA" shall mean and refer to the Federal Housing Administration.

Section 7. "Lot" shall mean any lot shown on the Plat and any lot in properties annexed to the subdivision.

Section 8. "Master Declaration" shall mean a Master Declaration of Covenants, Conditions, and Restrictions for Providence Lakes, dated October 30, 1984, and recorded in Official Records Book 4466 at Page 1298 of the Public Records of Hillsborough County, Florida, as amended by the First Amendment to Master Declaration of Covenants, Conditions, and Restrictions for Providence Lakes, dated January 18, 1985, and recorded in Official Records Book 4498 at Page 493 of the Public Records of Hillsborough County, Florida, and as may be further amended from time to time.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding contract buyers, those having an interest merely as security for the performance of an obligation and those having only an easement, a mineral interest, or a royalty interest.

Section 10. "Plat" shall mean the plat or plats of the Subdivision recorded in the public records of Hillsborough County, Florida, and shall include any replats of the Subdivision.

Section 11. "Subdivision" shall mean the real property described above, commonly known as AVALON AT PROVIDENCE LAKES subject to the reservations, easements, restrictions, covenants, and conditions set forth herein and in the Plat and any additional properties which may hereafter be made subject to this Declaration.

Section 12. "Unit" shall mean and refer to a detached single-family residential housing unit constructed on any Lot.

Section 13. "VA" shall mean and refer to the Veteran's Administration.

Section 14. "Improvement" shall mean materials, buildings and modifications thereto, roofs, fences, walls, other structures, exterior components and landscaping.

## ARTICLE II RESERVATIONS, EXCEPTIONS, AND DEDICATIONS

Section 1. Resubdivision. Declarant shall have the right, but shall never be obligated, to resubdivide into Lots, by recorded plat all or any part of the Subdivision contained within the boundaries of the Plat, and such Lots as replatted shall be subject to this Declaration as if such Lots were originally included herein. Any such replat must comply with FHA and VA requirements, as applicable.

Section 2. Easements; Utilities. All electrical, telephone, and other utility lines and facilities which are located on a Lot, except for temporary facilities installed by Declarant, shall be installed in underground conduits. Perpetual easements for the installation and maintenance of utilities, drainage areas, including related pipes and structures, subdivision identification signs, and commonly owned sprinklers, walls, fences and landscaping are hereby reserved as shown on the plat, or otherwise recorded in the Public Records of Hillsborough County, Florida. In addition, no permanent improvement or structure shall be placed or erected upon any drainage easement. This includes, but is not limited to, fences, driveways, pools and docks, patios, air conditioning equipment, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscape element other than sod. The easement areas of each and all Improvements therein shall be maintained continuously by the owner of the Lots, except those Improvements for which a public authority or utility company is responsible. The Association will maintain lake easements, and owners of lakefront property are prohibited from putting any object in this easement area that would impede maintenance of this easement. Lakes shall not be used as drainage facilities by Lot Owners or occupants.

## ARTICLE III USE RESTRICTIONS; MAINTENANCE OF A LOT

Section 1. General. No building shall be erected, altered or permitted to remain on any Lot other than a detached single family dwelling, which is to be used exclusively for residential purposes and not exceeding two (2) stories and thirty-five (35) feet in height. Each such dwelling on a Lot shall have an attached, enclosed garage for 2 cars. The Architectural Control Committee may, in its discretion, permit as hereinafter provided, be construction of

a garage for more than 2 cars. No mobile homes or trailers shall be placed on or stand on any Lot. Except as otherwise provided herein, no Lot shall be used for business or professional purposes of any kind or for any commercial or manufacturing purposes. No building, structure or construction of any kind or description shall be moved onto or placed on any Lot without the prior written approval of the Architectural Control Committee. This restriction shall not apply to original construction and normal sales activities engaged in by the Declarant or its successors, assigns or designees in developing and marketing the property.

Section 2. Minimum Square Footage within Improvements. Each dwelling in the subdivision shall have a minimum of one thousand three hundred (1300) square feet of living area exclusive of open porches, garage, terraces, patios, and parking space.

Section 3. Sidewalks. A concrete sidewalk four (4) feet wide shall be constructed in accordance with plans and specifications approved by Hillsborough County, Florida, along the front of all Lots and along the entire street sides of all corner Lots. Sidewalks along each Lot shall be constructed and completed before the dwelling thereon is occupied.

Section 4. Location of the Improvements on a Lot. No structure shall be located on any Lot nearer to the front line or nearer to the street side line than the minimum building setback lines shown on the officially approved detailed site plan on record with Hillsborough County, Florida for AVALON AT PROVIDENCE LAKES. No dwelling or portion thereof shall be located on any Lot within any portion of a recorded easement. In addition, in no instance shall a detached single family dwelling be located nearer than 20 feet from the front or rear line of the Lot. No part of such dwelling or any garage or other structure shall be located nearer than 5 feet from a interior side line of the Lot or 20 feet from any street side line of a corner Lot. For the purpose of this provision, steps and decks shall not be deemed a portion of the Unit, but nothing herein shall be construed to permit any Improvements to encroach upon another Lot.

Section 5. Oil Exploration and Mining Operations. No oil drilling, oil well development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts or related spoils storage be permitted upon any Lot.

Section 6. Limitation on Use; Prohibition of Illegal or Offensive Activities,

6.1 The use of each and every Lot and any and all structure located thereon shall be for single family residential purposes. No business building, machine shop or other industrial or commercial structure, or building or structure devoted to commercial or public enterprises shall be erected or used on any Lot. Pursuant to Hillsborough County Ordinances, valid home occupations may be carried on in AVALON AT PROVIDENCE LAKES subject to the following limitations: all Hillsborough County zoning regulations must be followed; the existence or operation of the home occupation shall not be apparent or detectable by sight, sound or smell from the exterior of the Unit; the business activity shall not increase the traffic in AVALON AT PROVIDENCE LAKES; the business activity shall not increase the insurance premium paid by the Association nor affect the ability of the Association to obtain insurance coverage; there shall be no door-to-door solicitation within AVALON AT PROVIDENCE LAKES; in connection with the business activity; the business activity shall be consistent with the residential use and character of the community, and shall not constitute a nuisance or hazardous or offensive use of the Lot; the business activity shall not threaten the security or safety of other residents in AVALON AT PROVIDENCE LAKES; the owner shall secure the prior written approval of the Board of Directors, and shall also have secured a valid Hillsborough County Special Use Permit for Home occupation prior to applying to the Board for this approval. The Board may adopt procedures and criteria to be used for consideration of applications for business activity within residential dwellings in AVALON AT PROVIDENCE LAKES. This restriction shall not apply to normal construction and sales activities by Declarant which may be required to construct or sell dwellings in the subdivision.

6.2 No illegal, noxious, or offensive activity of any sort shall be carried on or permitted on any Lot or in any structures thereon, and nothing shall be done on any Lot or in any structure thereon which may be or may become an annoyance or a nuisance to the neighborhood.

6.3 Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity.

6.4 In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association, and the written decision of the Board shall be dispositive of such dispute or question. The Board may hold a hearing on the issue prior to issuing its decision.

Section 7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats, or other common domestic household pets may be kept, provided that such pets are not raised, bred, or kept for commercial purposes. No more than two (2) of each specie of such pets will be permitted on each

Lot (including the dwelling and other structures on such Lots). Common domestic household pets shall be confined within a fenced area which encloses the entire backyard, or within the dwelling. The pet shall be kept on a leash at all times when the pet is not otherwise confined within the fenced area or inside the dwelling. Owners are responsible to keep the Lot clean and free of all pet debris and wastes, and shall not cause or allow such pet to create debris or deposit wastes on other Lots or on the Common Area. Pet owners are responsible to clean up after their pets. No pets shall be allowed to run free and unattended in the community, and shall be subject to all applicable local ordinances and regulations.

#### Section 8. Prohibited Structures.

8.1 No trailer, tent, above-ground pool, shack, garage, barn, storage shed, or other similar structure shall be constructed, maintained or used on any Lot at any time as a dwelling.

8.2 No trailer, tent, above-ground pool, shack, detached garage, barn, carport, or detached storage shed or other similar structure shall be constructed, maintained or used on any Lot for any purpose.

8.3 The restrictions in 8.1 above shall not apply to Declarant, its successors and assigns for so long as they are actively engaged in marketing and selling Lots and dwellings. All such structures erected, constructed, placed or moved onto any Lots shall be deemed temporary and shall be removed when Declarant, its successors and assigns are no longer actively engaged in marketing and selling Lots and dwellings in AVALON AT PROVIDENCE LAKES

8.4 Storage sheds of the same architectural character and material as the dwelling on a Lot may be constructed, maintained and used for storage purposes, provided prior written approval has been obtained from the Architectural Control Committee. The Lot owner who wishes to construct such a shed shall submit all plans and specifications for the project to the Architectural Control Committee. The Architectural Control Committee shall have no authority to approve any such shed that is not planned to be attached to a substantial portion of the rear wall of the dwelling, or whose roof is not attached to a substantial portion of the roof of the dwelling. For purposes of this section, substantial portion of the dwelling or roof of the dwelling shall not include patios or porches or similar structures.

8.5 No improvement, structure, or obstruction shall be erected, placed or permitted and no alteration shall be made or permitted on the property which shall in any way hinder the surface or subsurface drainage of the property. Each property owner shall be responsible for maintaining proper drainage on each lot.

Section 9. Visual Obstruction at the Intersection of Public Streets. No object shall be placed, planted or permitted to remain on any corner Lot if such object obstructs any portion of a person's view from any right-of-way adjacent to such Lot and within an area the vertical dimension of which extends from the ground to an elevation of eight (8) feet and the horizontal dimension of which extends twenty-five (25) feet to the left and twenty-five (25) feet to the right from the center of the intersection adjacent to such corner Lot.

#### Section 10. Storage of Automobiles, Boats, Trailers, and other Vehicles.

10.1 Motor vehicles used by Lot owners must be parked or stored so as to be concealed from public view or from adjacent residences when not in use. The following types of motor vehicles shall be allowed to be parked or stored on Lots as provided for herein: passenger automobiles, mini vans, passenger vans, motorcycles, pickup trucks, so long as they are not otherwise prohibited. Motor vehicles shall not be parked or stored on any grassed areas except in an emergency.

10.2 All motor vehicles must have current license plate and be capable of daily use as a motor vehicle on the streets and highways of Florida. No inoperative or abandoned cars, trucks, trailers, motorcycles or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicle kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the Subdivision. Under no circumstances shall such repairs be performed if the same results in the creation of an unsightly or unsafe condition as determined by the Committee.

10.3 No non-motorized vehicle, trailer, boat, boat trailer, camper or other habitable vehicle of any type, including buses, motor homes, mini motor homes and recreational vehicles, marine craft, hovercraft, aircraft, machinery, or equipment of any kind may be parked or stored on any part of any Lot, easement, sidewalk, right-of-way, or portion of the Common Areas, unless such objects are concealed from public view and adjacent residences inside a garage or other approved enclosure. For purposes of this paragraph, the term "approved enclosure" shall mean any fence, structure, or other improvement approved by the Architectural Control Committee.

10.4 Except as otherwise expressly provided in this Section, no commercial vehicles, machinery, or

maintenance equipment shall be parked at any time within the Subdivision except for any such vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair, or maintenance of a Lot or dwelling or the Common Areas.

10.5 If a complaint is received by the Association about a violation of any part of this Section, the Architectural Control Committee shall determine whether a violation exists and its decision shall be binding on all parties.

#### Section 11. Walls, Fences and Hedges.

11.1 No hedges in excess of three (3) feet in height, and no walls or fences of any height shall be erected or maintained nearer to the front line of the Lot than the plane of the front exterior wall of the dwelling on such Lot, except for the model center on a temporary basis and only while such models are used for sales purposes. Corner lots are deemed to have two front lines for the purposes of this section.

11.2 No side or rear hedge, wall or fence shall be more than six (6) feet in height with the exception of perimeter privacy walls constructed by the Declarant on double fronting lots which may be up to ten (10) feet in height. For lots adjacent to the perimeter wall, the Owner's fence or fence wall shall be constructed in a manner that commencing at a point no less than ten (10) feet in distance from the perimeter wall, the Owner's fence or fence wall shall be gradually decreased to the perimeter wall height so that at its closest point to the perimeter wall the Owner's fence and the perimeter wall are of the same height or the Owner's fence is of a lesser height.

11.3 All fences or walls must be constructed of wood or masonry at least six feet in height except fences on lakefront lots which are limited to four feet in height.

11.4 Fences constructed by, or at the direction of, Owners of lakefront lots shall be gradually tapered to the 4' restriction beginning such tapering from a point parallel to the plane of the back exterior wall of the dwelling down to the lake.

11.5 No chain link fences or other wire material shall be permitted on any Lot. No split-rail fences shall be permitted on any Lot.

11.6 All fences shall be erected in a manner that the finished side faces out and the fence posts are located on the inside of the fence.

11.7 Perimeter walls constructed by the Declarant along boulevards on double-fronting lots shall be maintained by the Association on the street side of the wall, and maintained by the Owner on the lot side of the wall. No Owner shall maintain the portion of the outer wall of the Subdivision in a manner inconsistent with the present character of such outer wall. No permanent break in the outside perimeter wall will, be permitted.

Section 12. Swimming Pools. Any swimming pool constructed on any Lot shall be subject to all applicable governmental or quasi-governmental codes, permits, or regulations, in addition to the following restrictions, reservations and conditions:

- (a) No above ground pools will be permitted. Pools will be located in rear yard only.
- (b) On interior Lots, the outside edge of any pool may not be closer than three (3) feet to the side Lot line nor closer than three (3) feet to the rear lot line. Corner Lots will be reviewed by the committee on an individual basis.
- (c) No screening of pool area may be closer than three (3) feet to the side Lot line on interior Lots. Corner Lots will be reviewed by the Committee on an individual basis.
- (d) Pool screening may not be higher than twelve (12) feet or the height of the roof, whichever is lower.
- (e) No overhead electrical wires are permitted. All pool lights other than underwater lights must be ten (10) feet from the pool.
- (f) The pool itself must be enclosed with a fence not less than five (5) feet in height (or tapered to four (4) feet for lakefront lots) or enclosed with screening. Entrance gate to the back yard, or the pool itself, as the case may be, is to be constructed with a self-closing latch placed at least forty (40) inches above the ground. The fence of a neighbor, where sufficient to inset the above standards, may be utilized to secure a pool.

Section 13. Reflective Glass. No reflective glass windows shall be utilized in any Improvements constructed within the Subdivision.

Section 14. Roofs. Flat, built-up roofs shall be permitted only over lanais, porches or patios at the rear of the Unit. All other roofs shall be pitched and constructed with fiberglass shingle to conform to existing roofs or other roofing, or as may be approved by the Committee.

Section 15. Clothes Lines. No permanent outdoor clothes lines may be installed or maintained anywhere within the Subdivision except that portable rotary type or reel type clothes dryers will be permitted in the rear yard only, and said clothes dryers must be stored when not in use. Clothes lines shall not be visible from the street. On corner lots, such clothes lines shall not be placed within 20 feet of a side street line.

Section 16. Signs. Except for signs owned by Declarant or by other builders advertising their model dwellings during the period of original construction and sales of dwellings, no sign, poster, advertisement, billboard, or advertising structure of any kind, other than a customary "For Sale" sign not exceeding six (6) square feet, may be erected or maintained on any Lot. All permitted signs within the Subdivision must conform to any local ordinance in effect at that time. Each Lot Owner hereby grants the Association a license to remove any sign, poster, advertisement, billboard, or advertising structure that does not comply with the above, and in so doing neither the Association nor any of its agents or employees shall be liable for trespass or other tort, except for reckless or willful misconduct in connection therewith.

Section 17. Antennae. No television antenna, other antenna, radio masts, aerials, wires, power poles, electro-magnetic devices or appurtenances thereto, satellite or microwave dish, or similar device of any type shall be erected, installed or maintained on the exterior of any Lot or upon any Improvement within the Property.

Section 18. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste materials. Trash, garbage, rubbish or other waste materials shall be kept only in closed sanitary containers constructed of metal, plastic or masonry material with sanitary covers tightly attached, and shall not be visible from the street except within twelve hours of pickup when required to be placed at the curb. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. There shall be no burning of trash at any time.

Section 19. Water and Sewage Service. No individual water supply system shall be permitted. Sewage service to the Property will be supplied by Hillsborough County Utilities Department or assigns in accordance with its rules and regulations. The use of individual septic tanks or any other individual sewage disposal facilities is specifically prohibited.

Section 20. Landscape Buffer. A buffer for planting is reserved along certain Lots as shown in the P1at. The Homeowner's Association will own and maintain this buffer.

Section 21. Financial Responsibility. Individual lot owners shall be directly financially responsible for any damage caused by or resulting from the actions or inactions of employees of said owners or independent contractors hired by and furnishing labor or materials to or for said owners.

Section 22. Landscaping and Lot Maintenance.

22.1 All portions of any Lot not used for Improvements shall be landscaped after issuance of membership, utilizing "hardy, long lived" ground cover, sod, shrubs, trees and other materials. The use of xeriscape plants and landscaping shall be encouraged. No Owner or resident of a Lot within AVALON AT PROVIDENCE LAKES, shall use the lakes, retention or detention ponds for irrigation purposes.

22.2 Every Lot improved with a Unit shall be landscaped as approved by the Committee.

22.3 The landscaping of each Lot having once been installed shall be maintained in a neat, sanitary, healthful, attractive, sightly and well-kept condition, which shall include mowed lawns, hedges trimmed, edging of curbs on and adjacent to Lots, adequate watering, replacement of dead, diseased or unsightly materials, removal of weeds and debris and appropriate pruning of plant materials.

22.4 In no event shall any Lot be used for the storage of materials or equipment except for normal residential purposes or incident to construction of improvements thereon as permitted herein. The Owner or occupants of any Lot shall construct and maintain an enclosure, which has been approved by the Architectural Control Committee, to screen any of the following from being noticeable from any street, any other Lot or portion of the Common Areas; storage piles which are incident to the normal residential requirements of a typical family, the storage of yard equipment, and the drying of clothes.

22.5 All fences and walls which have been erected on any Lot shall be maintained in good repair by the Owner and the occupants of the Lot who shall promptly repair or replace the same in the event of partial or total destruction.

22.6 Building materials used in the construction of improvements erected on any Lot may be placed on such Lot at the time construction is commenced and may be maintained thereon, for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which the remaining materials shall either be removed from the Lot or stored in an enclosure on the Lot which has been approved by the Architectural Control Committee.

Section 23. Garage Doors. All garage doors shall be kept closed except when vehicles are entering or exiting.

Section 24. Storage Tanks. Any tanks used for the storage of propane gas or fuel oil shall be located and buried beneath the ground level, with the exception of small propane or other fuel tanks attached to and used in conjunction with barbecue grills which must remain attached to the grill.

Section 25. Violation of Restrictions.

25.1 In the event of violation by the Owner or occupants of any Lot of any covenant, condition, or restriction set forth in this Declaration and the continuation of such violation for ten (10) days or longer after written notice thereof has been sent to such owner or occupants, or in the event the Owner or occupants have not proceeded with due diligence to completely correct the violation after such notice, the Association shall have the right, but not the obligation, to correct the violation.

25.2 To the extent necessary to prevent rat or other infestation, diminish fire hazards, or correct a violation of any covenant, condition, or restriction in this Declaration, the Association, its agents or employees, shall have the right to enter onto such Lot and any dwelling or improvements upon such Lot. Before such entry, the Association shall mail or hand deliver notice of its intent to remedy the condition and shall give a week's time period during which the project will be scheduled. In connection therewith, the Association shall have the right to cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash, and rubbish, perform maintenance or repairs, or do any other thing necessary to correct such violation. Each Lot owner hereby grants a license to the Association for such purpose. The Association may render a statement of charges to the Owner or occupants of such Lot for the cost of correcting or attempting to correct the violation. The Owners are liable, jointly and severally, to pay such statement immediately upon receipt thereof. The cost of such work, plus interest thereon at the maximum contract rate permitted under the law of the State of Florida, and the Association's legal fees and coats, including their legal fees and coats on any appeals in connection therewith, shall be a lien on the Lot and on the improvements thereon. Neither the Association nor any of its agents or employees shall be liable for trespass or other tort, except for reckless or willful misconduct, in connection with entering onto such Lot and any improvements thereon or in connection with the correction or attempted correction of any such violation.

Section 26. Right of Entry. Following thirty (30) days' written notice to the Owner, at his last known address on the Association's records, that the Association or the Committee has determined that any Lot, or the exterior of any Unit is in need of repair or maintenance and is detracting from the overall appearance of the Property, or that the Owner or any of his guests or tenants have violated any provision of this Declaration, then the Association, its agents and employees, shall have the right to enter onto the Owner's Lot in a peaceful manner in order to maintain, repair, or remove any Improvements or any other condition existing on any Lot or the exterior of any unit in violation of this Declaration. The notice shall include a week's time period during which time the corrective work or project is scheduled. The cost of such action may be levied as a fine and assessed against that Owner and his Lot as provided more particularly in Article V, Section 3. Actions permitted hereunder include, without limitation, painting, repair, replacement and maintenance of roofs, gutters, garage doors, landscaping, cod, downspouts, exterior building surfaces, trees, shrubs, fences, walks, driveways, and other exterior improvements.

ARTICLE IV  
ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Building Plans. No dwellings, roofs, fence, wall, solar panel, or other improvements or structures shall be commenced, erected, placed, or altered on any Lot, and no exterior addition to or change or alteration therein shall be made, until the plans and specifications, and a site plan describing the nature, kind, shape, height, and materials thereof, and showing the locations of the same, have been approved in writing by the Architectural Control Committee an to harmony of exterior design and color with existing structures, as to location and with respect to topography and finished ground elevation, and as to compliance with minimum construction standards of the Architectural Control Committee. A copy of the plans and specifications and the site plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee prior

to commencement of any work thereon. The Architectural Control Committee may require the submission of such plans and specifications, and a site plan together with such other documents as it deems appropriate, in such form and detail as it may determine in its sole discretion. The Architectural Control Committee shall have full and complete authority to approve or disapprove such plans and specifications and site plans and its decision shall be final and binding on all parties. However, the Architectural Control Committee shall not disapprove such plans without finding that the plan will adversely affect the public view from either the common open space or perimeter street network or other Lots in the Subdivision.

Section 2. Committee Membership. The Architectural Control Committee membership shall be determined by the members of the Board of Directors of the Master Association.

Section 3. Replacement. In the event of the death, inability to serve because of disability, or resignation of any member or members of the Architectural Control Committee, the remaining member or members thereof shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the power and perform the duties of the Architectural Control Committee.

Section 4. Action by Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder, provided, however, that in its discretion, the Committee may, from time to time by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and/or on behalf of the Committee. In the absence of such designation, the vote of a majority of all members of the Committee, or the written consent of the majority of all members of the Committee taken with or without a meeting, shall constitute the act of the Committee.

Section 5. Minimum Construction Standards. The Architectural Control Committee may from time to time promulgate minimum acceptable construction standards; provided, however, that the Architectural Control Committee shall not be bound by such standards and may alter, amend or revoke them at any time.

Section 6. Requests for Approval Whenever under this Article IV, the approval of the Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvements or proposals in question and all other facts which, in its sole discretion, it deems to be relevant. Prior to commencement of any construction of any Improvements, the Owner shall submit two sets of the Plans and Specifications to the committee, one set thereof shall be returned to the party submitting them, and one set shall be retained by the Committee. Construction of Improvements may not be commenced unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration within 45 days following its receipt thereof, provided, however, that failure to so act within said period shall not be deemed to be the Committee's approval of the request submitted. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby will not be detrimental to the Property as a whole, and that the appearance of any Improvements affected thereby will be in harmony with the surrounding Improvements. The Committee may also promulgate rules and regulations regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. The Committee may require a reasonable fee to accompany each application for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper, including, without limitation, environmental impact statements. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of any request for approval.

Section 7. Variances. The Architectural Control may approve variances from covenants of this Declaration. If any Owner makes a request to the Architectural Control Committee for a variance from any covenant of this Declaration, the Architectural Control Committee may require such Owner to submit to it such documents and items (including, as examples but without limitation, a written description of the variance requested, plans and specifications, site plans, and samples of materials) as it shall deem appropriate in connection with its consideration of the request for a variance. Approval by the Architectural Control Committee for a variance shall be by written instrument addressed to the Owner of the Lot with respect to which such variance has been requested. Such written instrument shall set forth the applicable covenant, the variance requested, and the decision of the Architectural Control Committee and the conditions on which the variance has been approved. Such written instrument shall be signed by a majority of the members of the Architectural Control Committee. Any request for a variance shall be deemed to have been disapproved in the event of written notice to the Owner of disapproval, by the Architectural Control Committee.

Section 8. No Waiver. The approval or consent of the Committee to any Plans and Specifications for any work completed or proposed or in connection with any other matter requiring the approval or consent of the Committee, shall not automatically be deemed to constitute a waiver of any right to withhold approval of



consent as to any Plans or Specifications or other matters subsequently or additionally submitted for approval or consent by a different Owner for the same or similar work.

Section 9. Interim Inspection. The Committee may inspect all work in progress and give notice of noncompliance as provided in subsection 11(b) below. In such event, no further work shall be done, pending resolution of such non-compliance.

Section 10. Final Inspection. Inspection of completed Improvements and correction of defects therein shall proceed as follows:

- (a) Upon the completion of any Improvements for which approved Plans and Specifications are required under this Declaration, the Owner of the Lot shall give written notice of completion to the Committee. Written notice of completion of improvements shall not apply to Class B Owners, as such term is defined in the Master Declaration, where plans and specifications for improvements were approved by the Committee before completion.
- (b) Within such reasonable time as the Committee may set, but not to exceed 7 days thereafter, the committee or its duly authorized representatives may inspect such Improvements. If the Committee finds that such work was not done in compliance with all approved plans and specifications submitted, it shall notify the Owner as provided herein in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance requiring the Owner to remedy the same.
- (c) Upon the expiration of 45 days from the date of such noncompliance, the committee may commence an action at law or in equity to remove or reconstruct the non-complying Improvements.

Section 11. No Liability. Neither the Committee nor any member thereof shall be liable to any Owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties under this Declaration unless due to the willful misconduct or bad faith of the Committee or its members, as the case may be. The Committee shall consider the aesthetic aspects of architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials, and similar features, but shall not be responsible for, nor shall its approval of any plans and specifications be deemed approval of the structural safety or engineering soundness of the Improvements, or conformity thereof with any building, zoning, or other codes.

Section 12. Powers Vested in Board. The powers and duties of the Committee shall be deemed vested in the Board if no Committee has been established.

## ARTICLE V GENERAL PROVISIONS

Section 1. Terms. Those covenants shall run with the land and shall be binding upon all parties and all persons having or acquiring any right, title, or interest therein, or thereof, for a period of forty (40) years from the date that this Declaration is recorded. After such period of forty (40) years, these covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument consented to in writing by Owners owning not less than two-thirds (2/3) of the Lots has been recorded agreeing to terminate this Declaration.

Section 2. Amendment of Declaration. This Declaration may be amended at any time by a vote of not less than two-thirds (2/3) of the Owners of the Lots or when an instrument setting forth the amendment or amendments has been consented to in writing by Owners owning not less than two-thirds (2/3) of the Lots. So long as any amendment to the Master Declaration requires the prior approval, of the Federal Housing Administration or the Veteran's Administration, any amendment to this Declaration shall also require such approval. No amendments to this Declaration shall contravene or be inconsistent with the terms of the Master Declaration.

Section 3. Proceeding Against Persons Violating Covenants. Upon any violation of any of the covenants in the Declaration, the Association, the Architectural Control Committee or any Owner may bring proceedings at law or in equity against, the person or persons violating any such covenant to correct or cease such violation or, where applicable, to recover damages for such violation except the right set forth in Article III, Section 26. The Association, the Architectural Control Committee or any Owner successfully prosecuting an action in law or in

equity shall be entitled to recover from the defendant any and all costs, fees and expenses, including attorneys' fees incurred by the Association, the Architectural Control Committee, or the Owner in such proceedings, including any appeals. The Association shall have the authority to levy fines for violations of the terms of this Declaration. No fine may be levied except after giving reasonable notice and opportunity for a hearing. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing. Fines shall not become a lien against a unit or lot. Failure by the Association, the Architectural Control Committee, or any Owner to enforce any covenant or restriction herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. If any provision or provisions of this Declaration are determined by any court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Declaration.

OFF. REC. 6864 PG 139

EXECUTED this 15 day of January, 1993

WITNESSES:

BAY HILL HOMES, INC.

Jim Lane  
Jim Lane  
Cheri S. Parr  
Cheri S. Parr

[Signature]  
its President  
and Secretary

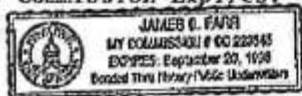
FLORIDA  
COUNTY OF HILLSBOROUGH

CORPORATE SEAL

Before me, the undersigned authority, this day personally appeared John C. Greer to me well known and known to me to be the individual described in and who executed the foregoing instrument as President and Secretary, of the Corporation named in the foregoing instrument, and he acknowledged to and before me that he executed said instrument on behalf of and in the name of said corporation as such officers; that the seal affixed to said instrument is the corporate seal of said corporation and that it was affixed thereto to execute said instrument and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 15 day of January, 1993.

My Commission Expires:



James O. Farr  
Notary Public, State of Florida  
at Large

CONSENT

THE BANK OF TAMPA, being the owner and holder of that certain Mortgage dated December 28, 1992, and recorded in Official Records Book 6837, Page 784 and that certain Financing Statement recorded in Official Records Book 6837, Page 799, all of the Public Records of Hillsborough County, Florida, hereby consents to the filing of the foregoing "Declaration of Covenants, Conditions and Restrictions for AVALON AT PROVIDENCE LAKES" and hereby subjects and subordinates said Mortgage to the provisions thereof.

IN WITNESS WHEREOF, Mark P. Curtiss, as Vice President of said Bank, has caused this Consent to be executed and delivered this 20<sup>th</sup> day of January, 1993.

Signatures witnessed by:

The Bank of Tampa

Lynn M. Bell  
Lynn M. Bell  
April M. Wilkosz  
April M. Wilkosz

BY: Mark P. Curtiss  
Mark P. Curtiss, Vice President  
(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, on this day personally appeared Mark P. Curtiss, Vice President of The Bank of Tampa, known to be the person(s) described in the foregoing instrument and who produced personally known to me as identification and take an oath. He acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20<sup>th</sup> day of January, 1993.

Lynn M. Bell  
Notary Public  
My Commission Expires: Feb 23, 1996  
LYNN M. BELL  
Notary Public, State of Florida  
My comm. expires Feb. 23, 1996  
No. CC169476