

DECLARATION  
OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
WATERMILL II AT PROVIDENCE LAKES

This Declaration of Covenants, Conditions, and Restrictions for Watermill II at Providence Lakes ("Declaration"), is made as of the 13th day of November, 1986 by General Homes-Florida, Inc., a Delaware corporation (the "Declarant").

WITNESSETH:

WHEREAS, Declarant owns all of that certain property known as Watermill II at Providence Lakes, a subdivision in Hillsborough County, Florida, described as follows:

All property located in Watermill II at Providence Lakes subdivision, Hillsborough County, Florida, according to the Map or Plat thereof recorded in Plat Book 61 Page *L* of the Public Records of Hillsborough County.

WHEREAS, Watermill II at Providence Lakes, is subject to the covenants, conditions, and restrictions 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 Watermill II 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, the 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" shall mean the Watermill II at Providence Lakes Architectural Control Committee, provided for in Article IV hereof.

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. "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 4. “Declarant” shall mean General Homes-Florida, Inc., a Delaware 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 such Declarant’s rights hereunder.

SECTION 5. “Lot” shall mean any lot shown on the Plat and any lot in properties annexed to the Subdivision. “Lots” shall mean more than one Lot.

SECTION 6. “Master Declaration” shall mean a Master Declaration of Covenants, Conditions, and Restrictions for Providence Lakes, dated October 30, 1984 and recorded in Official Records Hook 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 7. “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 8. “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 9. “Subdivision” shall mean the real property described above, 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.

## ARTICLE II RESERVATIONS, EXCEPTIONS, AND DEDICATIONS

SECTION 1. Resubdivision. Declarant shall have the right, but shall never be obligated, to resubdivided into Lots, by recorded plat or in any other lawful manner, 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.

SECTION 2. Easements; Utilities. All electrical, telephone, and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or a public utility company shall be installed in underground conduits unless otherwise approved in writing by the Architectural Control Committee. 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 decks, patios, air conditioning, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscape element other than sod.

## ARTICLE III USE RESTRICTIONS, MAINTENANCE OF LOT

SECTION 1. In General. No building shall be erected, altered, or permitted to remain on any Lot other than a detached single family dwelling, to be used exclusively for residential purposes and not exceeding two (2) stories in height. Each such dwelling on a Lot shall have an attached garage or carport for 2 cars, provided that the Architectural Control Committee may, in its discretion, permit in writing, as hereinafter

provided, the construction of a carport or garage for more than 2 cars. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on or standing on any Lot, or the use of any Lot for a garage apartment or apartment house; and no Lot shall be used for business or professional purposes of any kind or for any manufacturing purposes. No building of any kind shall ever be moved onto any Lot unless the prior written consent of the Architectural Control Committee has been obtained.

SECTION 2. Minimum Square Footage Within Improvements. Each dwelling in the Subdivision shall have a minimum of fourteen hundred (1,100) square feet exclusive of open porches, garages, carports, terraces, patios, and parking spaces.

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 aide line than the minimum building setback lines shown on the officially approved detailed site plan on record with Hillsborough County, Florida. No dwelling or portion thereof shall be located on any Lot within any portion of a recorded easement. In addition, subject to Section 5 hereof, in no instance shall a detached single family dwelling be located nearer than 20 feet to the front line of the Lot unless approved in writing in advance by the Architectural Control Committee. Such dwelling shall not be located on any Lot nearer than 20 feet from the rear line of the Lot. No part of such dwelling or any carport, garage, or other structure shall be located nearer than 5 feet from an interior side line of the Lot or 20 feet from any street side line of a corner Lot.

SECTION 5. Consolidation or Division of Lots. Subject to the prior written approval of the Architectural Control Committee, any Owner of one or more adjoining Lots or portions thereof may consolidate or divide such Lots or portions thereof into one or more building sites with the privilege of placing or constructing improvements on such resulting sites, in which case the distance required as building setback lines or maintenance easements shall be measured from the resulting side lines of the Lot rather than from the Lot lines as indicated on the Plat, and, all setbacks shall be as per setbacks established for remaining Lots in the Subdivision.

SECTION 6. Limitation on Use: Prohibition of Illegal or Offensive Activities. No activity of any nature shall be conducted on any Lot or in any structure thereon other than the use of such Lot and all structures thereon strictly for single family residential purposes. 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. This restriction shall not apply to the normal sales activities by Declarant required to sell dwellings in the Subdivision and the lighting effects utilized to display model dwellings for sale.

SECTION 7. Prohibition of Certain Structures. No trailer, tent, shack, garage, barn, storage shed, or other similar structure shall be maintained or used on any Lot at any time as a dwelling or for any other purpose; provided, however, subject to the provisions of this Declaration, a storage shed, of the same architectural character and same materials as the dwelling on a Lot, may be maintained or used on such Lot for storage purposes if such storage shed is attached to a substantial portion of one wall of the dwelling on such Lot or if the roof of such storage shed is attached to a substantial portion of the roof of such dwelling. Notwithstanding the first sentence of this Section, Declarant shall have the exclusive right to erect, place, and maintain on any portion of

the Subdivision any of the facilities listed in the first sentence of this Section as in its sole discretion Declarant deems necessary or convenient to sell Lots and dwellings, and to construct other improvements in the Subdivision, Such facilities may include, but are not limited to, sales and construction offices, storage areas, model units, signs, and portable toilet facilities.

SECTION 8. Swimming Pools. Above ground swimming pools with more than 100 square feet of water surface area shall not be erected or placed on any lot at any time either permanently or temporarily. This restriction shall in no way prohibit construction of in-ground pools of any size which may partially project above the ground due to the slope of the lot.

SECTION 9. Storage of Automobiles, Boats, Trailers, and Other Vehicles. No motor vehicle shall be parked or stored on any Lot, easement, sidewalk, right-of-way or on any portion of the Common Areas unless such vehicle does not exceed six (6) feet six (6) inches in height, or seven (7) feet six (6) inches in width, or eighteen (18) feet in length and is concealed from public view inside a garage or other approved enclosure. The preceding sentence shall not apply to any:

- (a) passenger automobile,
- (b) passenger van (other than a motor home or recreation vehicle),
- (c) motorcycle, and
- (d) pick-up truck, whether or not with attached—bed camper, which can be completely concealed within the garage, as built, of the dwelling in the Subdivision in which the owner of such pick—up truck resides,

if such vehicle baa a current license plate, *is* being used daily as a motor vehicle on the streets and highways of Florida and if such vehicle does not exceed either six (6) feet six (6) inches in height, or seven (7) feet six (6) inches in width, or eighteen (18) feet in length.

No non-motorized vehicle, trailer, boat, 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 object is concealed from public view 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. -

Except as otherwise expressly provided in this Section, no commercial vehicle, 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.

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 10. Mineral Operations. No oil or gas operations or mining operations of any kind shall be permitted on any Lot, and no wells, tanks, tunnels, mineral excavation, or shafts shall be erected, maintained, or permitted on any Lot.

SECTION 11. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other common household pets may be kept, provided that they 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 Lot). Common household pets shall be confined within a fenced area which encloses the entire backyard or within the dwelling. When a pet is not within such fenced area or within the dwelling, the pet shall be kept at all times on a leash by its owner. The pet owner shall keep his or her Lot, or the Lot at which such pet owner resides, clean and free of all pet debris and shall not permit the pet to cause debris on other Lots or on the Common Areas.

SECTION 12. Walls, Fences, and Hedges. No hedge in excess of three (3) feet in height, and no walls or fences of any height shall be erected or maintained in front yards except on corner lots. (defined below). Front yards shall be construed as extending across the lot from each interior side lot line at the required setback distance from the front lot line. Front yards on corner lots shall be construed as extending across the lot from each abutting side lot line to the opposite street line at the required setback distance. No side or rear hedge, wall, or fence shall be more than eight (8) feet in height with the exception of privacy walls constructed by the Declarant which may be up to twelve (12) feet in height. All fences or walls must be constructed of ornamental iron, wood, or masonry at least six (6) feet in height except for corner lots (defined below), and no chain link fences shall be placed on any Lot. No Owner shall maintain the portion of the outer wall of the Subdivision, which abuts such Owner's Lot, in a manner inconsistent with the character of such outer wall.

For corner lots, fences up to four (4) feet in height shall be permitted within one front yard which functions as a side yard but, in no case shall a fence extend beyond the front elevation of an adjacent residence.

SECTION 13. 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 dimensions of which:

- a. start at the intersection of the rights-of-way of the two (2) intersecting roadways or at the intersection of the pavement edges if no right-of-way exists,
- b. measure from said intersection twenty-five (25) feet along both rights-of-way (or pavement edges): and
- c. connect the ends of the twenty-five (25) foot measurements to form a triangle.

SECTION 14. Lot Maintenance. The Owner and occupants of a Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner, shall edge curbs that run along the lines of the Lot, and shall in no event use any for storage of materials or equipment except for normal residential purposes or incident to construction of improvements thereon as permitted herein. All fences and walls which have been erected on any Lot shall be maintained in good repair by the Owner and the occupants thereof and they shall promptly repair or replace the same in the event of partial or total destruction. 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 any 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.

No Lot shall be used or maintained as a dumping ground for trash, garbage, or other waste materials. Trash, garbage, and other waste materials shall be kept only in closed sanitary containers constructed of metal, plastic, or masonry materials with sanitary

covers tightly attached. Containers for the storage of trash, garbage, and other waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view except within twelve (12) hours of scheduled curbside pick-up times. any other equipment in the Subdivision for the storage or disposal of trash, garbage, or other waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view.

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 15. 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 four and one half (4 1/2) square feet, may be erected or maintained on any Lot. The Association shall have the right 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 16. Antennae and Satellite Dishes. No radio or television aerial wires or antenna shall be permitted to extent above the highest point of the roof. Each antenna shall be located on the rear of the dwelling. No satellite dish shall be erected or installed on any Lot unless:

- a. such satellite dish is erected or installed and maintained solely within the imaginary lines drawn parallel from the rear side corners of the dwelling to the rear Lot line;
- b. no part of such satellite dish is erected or installed and maintained within 3 feet of the rear Lot line;
- c. no part of such satellite dish extends above the highest point of the roof of the dwelling on the Lot; and
- d. the Architectural Control Committee has approved in writing the location and installation of the satellite dish prior to its construction.

SECTION 17. Violation of Restrictions. 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 Architectural Control Committee and the Association shall each have the right, but not the obligation, to correct the violation. 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 Architectural Control Committee and the Association, through their agents or employees, shall each have the right to enter onto such Lot and any dwelling or improvements located upon such Lot. In connection therewith, the Architectural Control Committee and the Association shall each 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. The Architectural Control Committee and 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 Owner and

occupants 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 laws of the State of Florida and the Architectural Control committee's and the Association's legal fees and costs, including their legal fees and costs on any appeals, in connection therewith, shall be a lien on the Lot and on the improvements thereon. Neither the Architectural Control Committee, the Association nor any of their 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.

#### ARTICLE IV ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Approval of Building Plans. No dwelling, 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 location of the *same*, have been approved in writing by the Architectural Control Committee as to harmony of exterior design and color with existing structures, as to location 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 plane and specifications and the site plan, together with such information as may be deemed pertinent, shall be submitted to the Architectural Control Committee or its Designated Representative 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.

SECTION 2. Committee Membership. The Architectural Control Committee membership shall be initially composed of David .J. Evans, Lorraine C. McAnallen, and Ernest S. Loeb, all of General Homes-Florida, Inc., who by majority vote may designate a representative (herein called Designated Representative") to act for and on behalf of the Architectural Control Committee and to exercise all powers and perform all duties of the Architectural Control Committee. The address of the Architectural Control Committee is 6200 Courtney Campbell Causeway, Suite 900, Tampa, Florida 33607.

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 powers and perform the duties of the Architectural Control Committee. For purposes of this section, any member of the Architectural Control. Committee, who is an employee of General Homes-Florida, Inc. shall be deemed to resign as a member of the Architectural Control Committee when his or her employment by General Homes—Florida, Inc. terminates for any reason.

SECTION 4. 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 5. Assumption of Duties and Powers by Architectural Control Committee of Master Association. The duties and powers of the Architectural Control Committee,

whether or not such duties and powers have been previously assumed by the architectural control committee of the Association under the terms of the Master Declaration, shall be deemed to have been assumed or retained by the architectural control committee of the Association at the time Declarant has sold all Lots of which it is Owner.

SECTION 6. Variances. If any Owner makes a request to the Architectural Control Committee for a variance from any covenants 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 plane, 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, 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 (or by the Committee's Designated Representative). Any request for a variance shall be deemed to have been disapproved in the event of either (a) written notice to the Owner of disapproval by the Architectural Control Committee, or (b) failure by the Architectural Control Committee to respond to the request for variance within sixty (60) days after it has received the request. In the event the Architectural Control Committee or any successor to the powers and duties thereof shall not be then functioning or the architectural control committee of the Association shall not have succeeded to the authority thereof as herein provided, no variances from the terms of this Declaration shall be permitted.

## ARTICLE V GENERAL PROVISIONS

SECTION 1. Term. These 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 any part thereof, and shall inure to the benefit of each owner 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 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 and has been recorded in the Public Records of Hillsborough County, Florida. So long as any amendment to the Master Declaration requires the prior approval, of the Federal Rousing Administration or the Veteran's Administration, any amendment to this Declaration may also require such approval. No amendments to this Declaration shall contravene or be inconsistent with the terms of the Master Declaration.

SECTION 3. Proceedings Against Persons Violating Covenants. Upon any violation of any of the covenants in this 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 of this Declaration to require such person violating any such covenant to correct or cease such violation or, where applicable, to recover damages for such violation. 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. 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.

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**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.

EXECUTED this 13<sup>th</sup> day of November, 1985.

WITNESSES:

David T. Galloway  
James P. Ehling

GENERAL HOMES-FLORIDA, INC.

By: [Signature]  
David J. Evans, its  
Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 1985, by David J. Evans as Vice President of General Homes-Florida, Inc., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public

My Commission Expires:

(SEAL) Notary Public, State of Florida - Large  
My Commission Expires July 25, 1988