

Architectural Committee pursuant to the provisions of this Article, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the Architectural Committee such violation shall have occurred, the Architectural Committee shall notify the Board of the Association. If the Board of the Association shall agree with the determination of the Architectural Committee with respect to the violation then the Board shall provide written notice to the Owner by certified mail, setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, then the Association shall have and be entitled to, in addition to any other rights set forth in this Declaration, all rights and remedies at law or in equity. Actions of the Board are final.

Section 6. Partial Delegation to Association. At any time prior to the termination of Declarant's responsibilities as provided in Section 1 above, Declarant may delegate to a committee of the Association the responsibilities of the Architectural Committee with regard to any activities on individual Lots which have been fully developed, permanent improvements constructed thereon, and sold to permanent residents. The Declarant may then retain all other duties of the Architectural Committee with regard to new construction.

ARTICLE VII

GENERAL COVENANTS AND RESTRICTIONS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

Section 1. Setbacks.

a. Minimum setback lines shown on the final Site Plan as required by Hillsborough County of the properties are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. Setbacks may be staggered where appropriate so as to preserve important trees, and assure vistas of water and open areas. The Committee reserves the right to select the precise site and location of each Unit or other structure on each lot, and to arrange the same in such manner and for such reasons as Committee shall deem sufficient. No building or structure or any part thereof shall be located on any lot nearer to the front line or nearer to a side street than the minimum setback lines shown on said final Site Plan.

b. Setback provisions herein prescribed may be altered by the Declarant whenever in its sole discretion the topography or configuration of any lot in said subdivision will so require.

c. Dwellings. No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio adjoining or adjacent to any Common Areas.

Section 2. Living Area.

a. No residences shall be erected or allowed to remain on any lot unless the square foot area of the main residence, exclusive of screened porches, garages, storage rooms and carports shall equal or exceed 1000 square feet on one floor and 1200 square feet on two floors. The Developer reserves the sole and exclusive right to determine minimum square footage requirements for any and all additions to existing property which may subsequently be added pursuant to Article VII, Section 9 hereof.

b. The Declarant shall have the right to reduce the square footage standard when, in its sole discretion, it determines there are special site and architectural considerations involved or other considerations that warrant such reduction.

c. All single family detached dwellings shall have at least a one-car enclosed garage equipped with a garage door that shall be maintained in a useable condition and concrete drive that will provide side by side off-street parking for at least a total of two standard size automobiles. The Declarant shall have the right to require a two car enclosed garage on any lot. No garage will be converted to any use that precludes its continued use as a garage.

d. Lot Area and Width. The area and width of each Lot on the Property upon which a building may be constructed shall be as shown on the approved plat for that property as the same may be amended from time to time. The area and width of each Lot on any additional Property annexed in accordance with the terms of this Declaration upon which a building may be constructed shall be as shown on any subsequent Plat of said additional Property, as the same may be amended from time to time, which plat shall be recorded in the Public Records of Hillsborough County, Florida.

Section 3. Land Use.

a. By or with the written consent of the Committee one or more lots (as shown on The Approved General Plan of Development) or parts thereof, may be resubdivided or combined to form one single building lot; provided, however, in