

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

such event, the resulting lots shall not be smaller in total area than either of the original lots prior to such subdivision.

b. Only one private dwelling shall be erected, constructed, placed or maintained on any one of the residential platted lots in said subdivision as same are now platted according to said recorded plats of said subdivision, except that more than one lot may be used for one private residence.

c. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one single-family dwelling and approved appurtenant structures.

d. No structure of temporary nature or character shall be used as a residence.

e. No building or structure shall be moved onto any lot in the area covered by these restrictions, it being the intent of this imposition of restriction that any and all buildings or structures on any of the property herein before described shall be constructed thereon.

f. No building erected for use as a carport or garage upon the land hereby conveyed or upon any parcel thereof or any lot therein shall ever be used as a residence, nor shall any trailer or vehicle that could be used for housing of any kind be allowed to remain within the boundaries of any of the lots or common area, whether for dwelling purposes or not, except for loading and unloading purposes.

g. All dwellings shall be constructed with concrete driveways, completely sodded lawns, sidewalks the width of the Lot along the edge of all road right-of-ways, and a basic shrubbery planting across the front of the house and any side yard of a corner lot on the side facing a public right of way.

Section 4. Maintenance.

a. All Owners shall mow and maintain Lots prior to construction so as not to detract from value of surrounding area.

b. All Lots together with the exterior of all improvements (if any) located thereon shall be maintained in a neat and attractive condition by the respective Owners. Such maintenance shall include, but not be limited to painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, weeds, bare spots in sodded areas, walks and other exterior improvements.

c. In the event the Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Association. After approval by a majority vote of its Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot and the exterior of the buildings and any other improvements erected thereon and perform such maintenance as approved by the Board. The cost of such exterior maintenance shall be added to and become part of an assessment to which such lot is subject and Owner shall be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such lot. Entry to perform maintenance shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

d. To preserve the natural integrity and beauty of the land, water runoff, etc., no trees, shrubs, bushes or other vegetation having a diameter of five (5) inches or more shall be cut, destroyed or mutilated except with the prior written consent and permission of the Association; provided, however, that dead or diseased trees, shrubs, bushes, or other vegetation shall be cut and removed promptly from any lot by the property Owner thereof after such dead or diseased condition is first brought to the attention of the Association and permission for such cutting and removal has been obtained.

Section 5. Screening or Other Uses.

a. No clotheslines of any configuration shall be installed or erected upon any lot so as to be in any way exposed to public view from any street, Common Area, or adjoining lot.

b. No mailbox, paperbox or other receptacle of any kind for the use and delivery of mail, newspapers or similar materials shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Control committee and be in conformity with United States postal standards.

c. No house trailer or motor home shall be permitted to stay on any lot, common area, or public right-of-way. No boats, boat trailers, campers or any other such vehicle, trailer, or vessel shall be permitted to stay on a public right-of-way or on a lot, street, or common area, unless permanently enclosed in a garage and not visible from public view. Temporary buildings and other structures shall be permitted for offices, storage or as a temporary real estate sales office of Declarant or its authorized agents or builders for the sale of land and residences. No carport,