

CHANGES TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE SHOALS

Voted on and approved at the Board Meeting on October 8, 2013

ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the following terms shall have the following meanings whenever used in the Declaration of Covenants, Conditions, Restrictions and Easements, the Association's Articles of Incorporation, or the Association's By-Laws:

1. **ARCHITECTURAL REVIEW COMMITTEE** The Architectural Review Committee shall be a committee of the Association.

ARTICLE II

STRUCTURES AND SETBACKS

2. **STRUCTURES AND SETBACKS.** Any Structure (which shall include all covered areas) erected or placed upon a Lot in the Subdivision must be in compliance with all the applicable zoning regulations and these Restrictions. No Structure shall be erected or placed on a Lot nearer than twenty-five (25) feet from a front Lot line, nor nearer than ten (10) feet from a side Lot line, nor nearer than twenty-five (25) feet from a rear Lot line, unless approved by the appropriate Hillsborough County Commission, board or agency, and by the review board of this Association, based on a hardship created by the limited depth of the Lot, due to road placement or due to restrictions set forth by a governmental agency. A swimming pool, its decking and enclosure may be erected or placed up to five (5) feet from a rear Lot line.

ARTICLE II

STRUCTURES AND SETBACKS

3. **DWELLINGS AND MINIMUM AREA.** No one-story dwelling shall have a living area of less than three thousand two hundred (3200) square feet. No two-story dwelling shall have a living area of less than three thousand four hundred (3400) square feet with no less than two thousand three hundred (2300) square feet on the first level. All dimensions shall include fully enclosed, heated and air-conditioned, living areas only and shall exclude garages, open porches, patios, terraces, lanais, and entries. All dwellings shall have at least two (2) full and one (1) half inside baths. For the purposes of these Restrictions, a "full bath" shall be deemed as a room containing at least one shower or tub, a water closet and washbasin and a "half bath" as containing a water closet and washbasin.

ARTICLE II

STRUCTURES AND SETBACKS

7. **REVIEW OF PLANS.** Any person desiring to construct such dwelling or improvement must submit to the Architectural Review Committee, prior to beginning the contemplated construction, a complete set of plans and specifications, which will be returned with either approval or disapproval of such plans, in the latter, case, noting the reasons for disapproval, on or before the fourteenth (14th) day after actual receipt of said copies by the Architectural Review Committee. All such plans must be accompanied by a complete site plan which shows the location of the home, sidewalks and drives on the Lot, as well as the elevation of each side of the Structure proposed for construction. In the event the Architectural Review Committee

rejects the plans as submitted, the Architectural Review Committee shall inform the Owner submitting the plans in writing, stating with reasonable detail, the reasons for disapproval and the Architectural Review Committee's recommendations to remedy the same, if a satisfactory remedy is possible. In the event the Architectural Review Committee fails to approve or disapprove such design and location within fourteen (14) days after said plan and specifications have been received, then approval shall be deemed granted and this article will be deemed to have been fully complied with, provided the size, design, materials, and the locations of the residence are not in violation of any other provisions of the Covenants and Restrictions. The Architectural Review Committee reserves the right to stop any construction which violates any of these Restrictions.

ARTICLE III

MAINTENANCE

1. **BOUNDARY WALL.** The Association shall maintain and repair at its expense the exterior, street facing surface of such Boundary Wall. (Street facing is defined as the portion of the wall that does not face Shoals Landing Dr.) All other maintenance, including but not limited to, regular cleaning to remove stains, and repair and replacement of the Boundary Wall shall be the obligation of, and shall be undertaken by and at the expense of, the respective Owners upon whose Lots such Boundary Wall is constructed, but only as to such portion of the Boundary Wall as bounds such Lot. The obligation of such Owners shall not be affected by the fact that the Boundary Wall may be only partially on the Lot, and partially on the right of way. No Owner shall be permitted to paint, decorate, change or alter, nor add or affix any object or thing to the exterior, street facing surface of the Boundary Wall. Similarly, no Owner shall be permitted to add, attach or fix any object or thing, or in any way damage or impair the interior surface top of such Boundary Wall. The only Boundary Wall modifications that will be allowed will be those requested in writing with a detailed drawing and approved in writing by the Association. If any Owner shall fail to undertake any maintenance, repair, or replacement as required by the Paragraph, such may be done by the Association, at the Owner's expense, upon thirty (30) days written notice. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of the aforesaid notice of violation, the Architectural Committee, and the Association shall have, in addition to all other rights set forth in this Declaration, at law of inequity, a Right of Abatement as provided in Article VI Section 6.0.

That portion of the Boundary Wall defined as the Entry Wall shall be exclusively maintained by the Association. No modification, attachment, painting, decoration, change, or any alteration of the Entry Wall shall be permitted by any Owner. Furthermore, the fencing, automobile and pedestrian gates and related Structures at the main entrance shall also be exclusively maintained by the Association in conjunction with the Entry Wall, and no owner may modify, attach to, paint, decorate, or change or alter in any way.

6. *Correct a typo.*

ARTICLE III

MAINTENANCE

6. **MAINTENANCE OF LOTS.** Each Owner shall keep and maintain each Lot and Structure owned by him, including: all landscaping located thereon, in good condition and repair, including, but not limited to (a) the repairing and painting (or other appropriate external care) or all Structures; (b) the seeding, watering, and mowing of all lawns; and (c) the pruning and trimming of all trees, hedges, and shrubbery so that the same does not obstruct the view by motorists, pedestrians or street traffic. If in the opinion of the Architectural Review Committee any Owner shall fail to perform the duties imposed by this Section, the Architectural Review Committee shall notify the Association. If the Association Board shall agree, then the Board shall give written notice by certified mail to the Owner to remedy the condition in question, setting forth in reasonable detail the nature of the condition and the specific action or actions needed to be taken to remedy the condition. If the Owner shall fail to take reasonable steps to remedy the condition within thirty (30) days after the mailing of the aforesaid notice of violation, the Architectural Review

Committee and the Association shall have, in addition to all other rights set forth in this Declaration, at law, or in equity, a Right of Abatement as provided in Article VI Section 6.0.

ARTICLE III

MAINTENANCE

7. **OPERATION, MAINTENANCE AND MONITERING OF SURFACE WATER MANAGEMENT SYSTEM FACILITIES.**

b. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of methods for Chemical Analysis of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data is required, the permittee shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from the Property or into surface waters of the State.

ARTICLE IV

ARCHITECTURAL STANDARDS

1. **CREATION AND COMPOSITION.** The Association shall have the right, power, authority, and obligation to establish an Architectural Review Committee as a committee of the Association in accordance with the Association Documents and prescribe rules and regulations pursuant to which such Committee shall act.

ARTICLE IV

ARCHITECTURAL STANDARDS

2. **MINIMUM ARCHITECTURAL & ESTHETIC STANDARDS.** Without limitation, the following are some minimum esthetic and architectural standards:

f. Before a dwelling is complete and occupied, the Lot on which the dwelling is located shall be fully sodded, preferably with St Augustine or better, where designated in the landscape design. In addition, the Lot shall be landscaped with plant material, excluding grading and sod, having a value at retail, installed, of at least 2% of the contact sales price of the dwelling, including the cost of the Lot.

ARTICLE IV

ARCHITECTURAL STANDARDS

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g. The Owner of each Lot shall be required to properly maintain the exterior of his dwelling, landscaping, and right of way in front of his Lot up to the curb of his Lot, so as to preserve a pleasing appearance and to preserve the continuity of appearance within the Subdivision. If an Owner fails to maintain his dwelling and/or landscaping, any other Owner may enforce these restrictions as set forth below. The Association

will notify the Owner by certified mail of any violation. Should the Lot Owner fail to comply after more than fourteen (14) days notification, the Association reserves the right to assess a penalty as outlined in Florida Statue 617.305, Sub 205, which shall become a lien against the property.

ARTICLE V

USE RESTRICTIONS

1. **ANIMALS.** No animals, exotic pets, reptiles, livestock, or poultry shall be raised, bred, or kept on any Lot, except that domesticated cats, dogs, caged or aquarium contained animals or pets may be kept, provided they are not kept, bred or maintained for any commercial purpose or become a nuisance to the neighborhood. Such household pets shall not be permitted outside of a dwelling unless under control of its Owner, or unless confined in a fenced rear yard area. No more than a total of four (4) household pets may be kept on any Lot in the Subdivision. Owners of a cat or dog shall be required to remove immediately all forms of excrement of such pets from the Property. No pet will be allowed which creates excessive noise, emits noxious odors, or other disturbances of any kind regardless of the time of day or night. Any Owner of a pet allowed hereunder who is the subject of three (3) justifiable complaints of violation hereunder shall permanently remove the pet from the Owner's Residential Unit upon notice of the same from the Board or Directors. Nothing herein shall be deemed to prohibit the use and ownership of a dog trained to assist a disabled person.

ARTICLE V

USE RESTRICTIONS

11. **TREES.** In connection with the development of any Lot the residential purposes or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible while being in compliance with Hillsborough County codes and regulations. Street trees must be kept clear of growth in order to create a clearance for pedestrian and vehicular traffic. This is referred to as "lifting".

ARTICLE VI

THE SHOALS PROPERTY OWNERS' ASSOCIATION

4. **ASSESSMENTS.** The assessments levied by the Association shall be used exclusively for the purpose of carrying out the rights and obligations of the Association as defined in the Declaration, including, but not limited to, the Responsibilities of the Association, Article VI, Section 2 above; the enforcement of the Declaration and Association Documents; the enforcement of the standards of the Architectural Committee; the payment of the operating costs and expenses of the Association; the payment of all principal and interest when due and all debts owed by the Association.

b. **Maximum Annual Assessment.** At least thirty (30) days before the expiration of each year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing year. If such budget requires an annual assessment of not more than one hundred fifteen (115) percent of the Annual Assessment then in effect, the assessment so proposed and distributed to each Owner will take effect at the commencement of the next year without additional notice to any Owner. If a proposed budget requires an annual assessment of more than one hundred fifteen (115) percent of the then current assessment, the Board must provide notice to the Owners, in accordance with these regulations, of a Membership meeting to be held to consider the proposed amendment. A majority vote of those Members present and authorized to vote, but in no case less than five (5) votes, is sufficient to approve the proposed assessment and it will take effect without further notice to any Member. If the proposed assessment is not approved, the majority vote of the Members present and authorized to vote will determine the assessment for the next year, in any amount not to exceed the proposed assessment in the notice of meeting. In the absence of any valid

action by the Board of the Membership to the contrary prior to the start of any fiscal year, the Annual Assessment then in effect will automatically continue to the ensuing fiscal year. The Board may increase the annual assessment at any time during the year to provide for any increase in utilities for the common areas or cable television charges, if applicable.

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d. **Specific Assessment.** Any and all accrued liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract, express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, also may be assessed by the Association against such Owner's Lot, in the form of a Claim of Lien in the Recorder's Office of Hillsborough County, after such Owner fails to pay such indebtedness within thirty (30) days after written demand or notification. This shall include fines levied pursuant to Florida Statutes, for the actions of any Owner, or guest, invitee, or family Member of such Owner.

ARTICLE VI

THE SHOALS PROPERTY OWNERS' ASSOCIATION

7. **ANNUAL MEETING.** The annual meeting of the Association shall be the last Monday in January.