

DECLARATION OF COVENANTS
As revised
SUN CITY CENTER UNIT 35
(ST. ANDREWS ESTATES)

1. No dwelling shall be erected on any building lot, unless such dwelling contains at least twelve hundred (1200) square feet of enclosed living area floor space: excluding porches, pergolas, and garages. All buildings shall be constructed of brick, concrete block, or other substantial masonry construction or insulated frame construction. No more than one dwelling shall be built on any one lot.

2. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum setback line, nor shall any dwelling be erected or placed on any lot having an area of less than seven-thousand-five-hundred (7500) square feet.

3. The front line of any building erected upon any lot shall not be closer than twenty-five (25) feet to the front lot line and the side wall of any building shall not be closer than seven and one-half (7 1/2) feet to the side lot line and closer than fifteen (15) feet to the side lot line if such lot is adjacent to the street. No building, detached from the main dwelling, may be erected on any interior lot or golf course lot.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

5.
 - a. No house trailer and no temporary building of any nature detached from the dwelling shall be built, erected, placed, or maintained on any lot.

 - b. Permanent buildings may be erected on perimeter lots (those backing up to Rt. 674 and SR 301) with the approval of the Architectural Review Board. Owners are responsible to comply with county codes. Building must match home in color and size. The location of said building must be located in an area that is least visible from street, behind main dwelling. Sheds shall not be made of metal or plastic.

6. No store, office, or other place of business of any kind whatsoever shall be conducted in or from the building located on any lot, or from any lot.

7. No swine, horses, cows or other livestock, no pigeons, ducks, turkeys or other poultry shall ever be kept upon any lot. A limit of four (4) pets per household is allowed.

8. Signs, Flags, and Banners shall be permitted as long as the following guidelines are followed:

Political:

- a. No more than 2 signs, flags, or banners per property.
- b. Signs and banners must be professionally made (no hand made signs) and no bigger than 2 ft. x 2 ft. in size. Flags must be commercially purchased and limited to 3 ft. X 5 ft. in size.
- c. Signs, flags, and banners may not be put up any earlier than 2 months prior to any election and taken down within 2 weeks after the election has ended.

Real Estate:

- a. Must be professionally made/purchased
- b. Must be hung from a wooden Real Estate Sign post.
- c. Open house signs must be professionally made and shown no more than 2 days before said event and removed within a day after said event has occurred.

Misc/Event Signs: – Does not apply to yard sales

- a. Must be professionally made/purchased
- b. Can be shown no more than 2 days before an event and removed. within a day after said event has occurred.

Any violation of the sign guidelines may result in a certified letter of non-compliance being issued by the Board and /or ARC. Homeowners will be allowed one (1) day to correct the compliance issue before a non-compliance fee of fifty (\$50.00) dollars is assessed. Fee will be per month until property is in compliance and Board is notified.

9. Except for walls or fences between St. Andrews Estates and US Highway 301, and St. Andrews Estates and State Road 674, no solid wall or fence shall be erected or maintained.

- a. Nearer to the front lot line than the front wall of the building erected on such lot.
- b. Fencing shall be permitted, provided such fence follows county code and is equal to four (4) feet in height.
- c. Fences shall be made of black wrought iron or the same style in black aluminum or black vinyl and equal to four (4) feet in height. Privacy can be attained by added shrubbery.

d. All fences, landscaping, and enclosures must be approved by the Architectural committee and maintained by homeowner. Nothing can surround gardens except for approved black aluminum or wrought iron fencing. Chicken wire and miniature fences will not be allowed.

e. All fences that exist under previous covenants and restrictions will be grandfathered in until said property is sold or is taken over by new owners. At that time the fencing will be removed or replaced, before closing, to reflect the updated covenants and restrictions.

f. All fences, that presently border Rt. 674, must remain as a buffer, on the rear of referenced St. Andrews Estates properties at all times. Homeowners are responsible for maintaining their fences, (both front and back) that border their property. In the event that these fences need replacing, they must be replaced with a fence of white vinyl material that will match both color and height of the existing fences present at this time. All wooden fences will be replaced with the same white vinyl style, when replacement is needed.

10. No prefabricated building or structure of any nature whatsoever, which shall include above ground swimming pools, permanent or temporary, shall be moved or placed upon or otherwise maintained on any lot. This paragraph is not to preclude the use of factory components. Factory assembled components such as floor sections, wall sections, or factory assembled roof systems may be erected on the job site. Living units which are fabricated in their entirety prior to delivery are considered to be prefabricated housing units and are precluded.

11. a. No permanent clothes poles or lines. All equipment, service yard, wood piles or storage (including trailers and storage trailers) shall be kept screened by adequate planting so as to conceal them from the view of neighboring lots, street or lakeshore property. All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate.

b. A variety of materials may be used to conceal items such as air conditioners, gas tanks, water softeners, trash containers, and the like. The material used must compliment the house in color and must be maintained as to not become an eyesore. All materials and projects concerning concealment must be approved by the Architectural Review Committee before installation.

12. a. The home shall be occupied and used only as a single-family residence by the owner, his/her/their guests, and their invitees.

b. St. Andrews Estates subdivision is hereby declared to be a community of "housing for older persons," as that term is defined in federal and state fair housing laws. Each dwelling, if occupied shall be occupied by a least one (1) person fifty-five (55) years of age

or older.

c. In the event the fair housing laws are amended in a manner which causes the age restriction of fifty-five (55) years of age or older, established herein not to be in compliance with the applicable laws, as amended, the age restriction of fifty-five (55) years of age or older shall be deemed amended effective on the day the amended applicable laws become effective to be that age which will result in compliance with the applicable laws, as amended.

d. Restrictions on leasing are as follows:

1. All homeowners must notify the Board of Directors using the RENTAL NOTIFICATION FORM when renting property located in ST. Andrews Estates. Forms are on SAEHOA website: saehoa.info, or by mail if no access to computer.

2. No dwelling may be leased or rented more than twice in any 365-day period with a minimum lease time of three (3) months.

3. Leasing will be allowed only to a single family in which at least one member is fifty-five (55) or over and the rest of the occupants fall within the rules and regulations of SAEHOA Documents.

4. Any occupancy for residential purposes by a person who does not have residence elsewhere in the absence of the Owner shall be deemed a rental or lease and subject to compliance pursuant to this section.

5. Any occupancy for residential purpose of a dwelling in violation of this provision is subject to termination by the Board of Directors and eviction proceedings by the Association at the expense of the Owner of the dwelling.

6. When a dwelling is leased, the owner shall be responsible for his or her tenant's compliance with this Declaration and the Rules and Regulations of the Association.

7. Homes within St. Andrews must be owned by the owner of record for a period of one (1) year before being eligible for rental status.

13. The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots, or any part or parcel thereof, for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years each, unless by one of a majority of the then owners of said lots to change the said covenants in whole or in part. Deeds of conveyance of said

property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds each and all such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator: provided, however, the violation of these restrictive covenants or any one or more of them, shall not affect the lien of any mortgage now of record, or which may thereafter be placed of record upon said lots or any part thereof.

a. Each resident is hereby declared to be a member of the Sun City Center Community Association, Inc. (SCCCA), and St. Andrews Estates Association, Inc. (St. Andrews), their successors and assigns. Membership is appurtenant to and shall not be separated from the dwelling unit erected on a lot. Each owner by acceptance of a deed or other conveyance of the lot hereby subjects the dwelling unit and lot to all of the obligations, burdens and benefits of this Declaration and thereby subjects said dwelling unit and lot and the members connected with such dwelling unit and lot to all the rules, regulations and authorities of the SCCCA and St. Andrews, their Article of Incorporation, their Bylaws, and Covenants.

b. Each owner by acceptance of a deed to a dwelling unit and lot hereby covenants and agrees, personally and unconditionally, and if there is more than one owner, jointly and severally, to pay to the SCCCA and St. Andrews such dues and/or assessments, together with interest thereon. The cost of collection, if any, as provided in the SCCCA and the St. Andrews Articles of Incorporation and Bylaws, shall be a charge and a continuing lien upon the dwelling unit and lot against which such dues and/or assessment is made and upon the membership (s) appurtenant thereto.

14. Changes to the exterior structure of a dwelling must be approved by the Architectural Review Committee.

15. Maintenance of Property - In the event any portion of any lot (including sidewalks and gutters) is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding lots or other areas of the community which are substantially affected thereby or related there to, or in the event any portion of a lot is being used in a manner which violates this Declaration; or in the event any Owner of any lot is failing to perform any of the Owner's obligations under this Declaration, the Association may make a finding to such effect, specifying the conditions or condition which exist and pursuant thereto give notice thereof to the offending Owner that unless the corrective action is taken within thirty (30) days, the Association may cause such action to be taken at said Owner's cost.

16. No vehicles shall be parked on the lawn visible from any street. Vehicles are to be parked on driveway, in garage, or on the street in front of the home.

17. All RV's (20 ft.or longer), trailers, boats, and ATV's shall not be stored in the driveway or anywhere in front of the front line of home. These items can be stored on the side or back of lot, with the stipulation that they are out of view from the street and surrounding properties. All concealment materials and locations must be approved using proper procedures thru the ARC (Architectural Review Committee). Reasonable time is allowed for loading and unloading.

THESE REVISED DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR SUN CITY CENTER UNIT 35 (ST. ANDREWS ESTATES) WERE ADOPTED BY A MAJORITY VOTE OF THE MEMBERSHIP AT IT'S ANNUAL MEETING HELD ON DECEMBER 2, 2018 IN WHICH A QUORUM WAS MET.

Signed _____,President Date_____

Signed _____,Vice President Date_____

State of Florida

County of _____

The foregoing instrument was acknowledged before me this _____(date), _____(name), who is personally known to me or who has produced _____(type of identification)as identification. _____

Notary Public

