

**PLEASE BE ADVISED THAT THE FOLLOWING IS A SUMMARY OF THE OFFICIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AS AMENDED, AND RECORDED, IN THE OFFICIAL RECORDS OF PASCO COUNTY, FLORIDA. A TRUE AND CORRECT COPY OF THE DEED RESTRICTIONS MAY BE OBTAINED FROM THE ASSOCIATION OFFICE.**

The deed restrictions were adopted to insure the attractiveness of Lake Padgett Estates East to preserve, protect, and enhance the values and amenities. The following summary is designed to provide an overview of their rights and responsibilities of the Association and its members. Please refer to the official declaration of covenants, conditions, and restrictions, as amended, and recorded in Pasco County, Florida. A true and correct copy of the deed restrictions may be obtained from the Association office, at an additional expense.

## **I. DEFINITIONS**

1. LPEE means the Lake Padgett Estates East development.
2. Association refers to the LPEE Property Owner's Association, Inc.
3. Private dwelling unit refers to all living units within LPEE.
4. Member means and refers to members of the Association. Every person or entity who is the owner or record of a fee interest in any lot, or who is purchasing one of more lots under a contract or purchase agreement, shall be a member of the Association.
5. Owner means and refers to a record owner, whether one or more persons or entities, of the fee simple title to any parcel of property situated within LPEE.
6. Lot means individual parcels of land.
7. Community Property means roads, lakes, waterways, and recreation areas.
8. Board refers to the Board of Directors of the Association who are elected by the members at an annual meeting.
9. Committee means the Architectural Committee. It reserves the exclusive powers and discretion to control and approve all buildings, structures, and other improvements on each lot and to ensure compliance of the owners in good standing living within LPEE. One Board member, who shall not have voting rights on the Committee, shall be appointed to act as liaison between the Board and Committee.

## **II. VOTING RIGHTS**

The owner(s) of each lot on which a dwelling unit is or may be constructed shall be entitled to one vote. When two or more persons hold an interest in any lot, all such persons shall be members. The vote for such a lot shall be exercised by one of such persons. No more than one vote shall be cast with respect to any lot. Any person who it:

1. Delinquent in the payment of any charge levied by the Association against a lot owned by such member, or
2. In violation of any rules or regulations established by the Board shall not be entitled to vote until all such charges, together with such charges as the Board may impose, have been paid.

In the event of violations by a member of any rules or regulations established by the Board, the Board may suspend use rights after a hearing at which the general requirements of due process requirements shall be observed. Such hearing shall only be held by the Board, or a committee thereof, after giving member ten days prior written notice specifying alleged violation(s) and setting the time, place, and date of hearing.

## **III. RIGHTS IN COMMUNITY PROPERTY**

Every member of the Association shall have nonexclusive rights and easement of enjoyment in and to the community properties. However, during any period in which a member shall:

1. Be in default in the payment of any assessments levied by the Association or,
2. Be in violation of any rules or regulations established by the Board

The right to use of the common property or other facilities the Association may provide may be suspended by the Board until such assessment is paid or violation corrected.

## **IV. EXTENT OF MEMBER EASEMENT**

The rights and easement of enjoyments shall be subject to the rights of the Association to:

1. Limit the use of the common area to owners, their families and guests. Use of recreational areas on weekends and holidays by guests and family shall not exceed six per family.
2. Suspend voting and enjoyment rights of an owner for any period during which any assessment against his lot remains unpaid or for any infraction of the Association's published rules and regulations.

3. Dedicate and transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedications or transfer shall be effective unless the members entitled to two-thirds of total votes agree. This shall not preclude the Board's granting easements for installation and maintenance of electrical, telephone, cablevision, water and sewage, utilities, and drainage facilities.

#### **V. EXTENSION OF RIGHTS AND BENEFITS**

Every member of the Association, in good standing, shall have the right to extend the rights and easements of enjoyment vested in him to his tenants, and to each member of his family who resides with him, and to such other persons as may be permitted by the Association.

#### **VI. ASSESSMENTS**

Each owner of a lot within LPPE, by acceptance of deed or contract or agreement for deed, shall agree to pay the Association's assessments or charges and special assessments for capital improvements. Assessments shall be used to provide funds for purposes the Association determines are for the benefit of its members, including maintenance, landscaping and beautification of the common area. Funds may also be used to provide other services for the Association members to promote the health, safety, and welfare of the residents for the acquisition, improvement and maintenance of properties, services, and facilities related to use and enjoyment of the common area.

The annual assessments may be increased by the Board of an amount sufficient to provide funds required by the Association to carry out its stated purposes and functions for the ensuing calendar year, provided the annual assessment, as adjusted by the Board, shall not exceed 125% of the amount of the annual assessment for the preceding calendar year without the consent and assenting vote for two-thirds of the members at a meeting called for this purpose.

Written notice of any meeting called for these purposes shall be sent to all members no less than ten days nor more than 60 days in advance of the meeting. At the first meeting called, the presence in person, or by proxy, of 60% if the members shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half the required quorum at the preceding meeting.

Assessments, charges, and liens shall not apply to the common areas.

## **VII. NEW CONSTRUCTION, IMPROVEMENTS, AND ADDITIONS**

To ensure the development of the land as a residential area of the highest quality and standard and so that all improvements on each lot shall present an attractive appearance, the Committee reserves the power and discretion to control and approve all buildings, structure and other improvements of each lot.

No residence or other building, and no fence, wall, utility yard, driveway, swimming pool, or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected, or allowed to remain on any lot, nor shall any addition to or exterior change or alteration there to be made until building plans and specifications concerning same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation of the lot and approximate square footage, construction schedule, front, side and rear elevations, and other information to be made in the elevation or surface contours of the land, have been submitted to an approved in writing by the Committee. All architectural, remodeling and landscaping plans must be accompanied by the site plans showing sits of homes on each side of residence under construction. The Committee shall have the absolute and exclusive right to refuse to approve any owner in writing stating with reasonable detail the reason(s) for disapproval and recommendations to remedy same.

Two complete sets of plans, including site plans and specifications prepared by an architect registered in the state of Florida, must be submitted to the Committee. The architect must state in writing that he has visited the site and is familiar with all existing site conditions. The Committee has the right to charge a reasonable fee for viewing each application for approval of plans and specifications for repairs, remodeling, alterations or additions.

All buildings placed on any lot within LPEE shall be erected by a contractor or licensed by Pasco County, Florida.

Each owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his lot.

If the Committee fails within 45 days to approve or disapprove plans and specifications, approval will not be required.

Construction, inside and out, must be completed within 260 days from commencement.

All structures must comply substantially with the plans and specifications as approved by the Committee. Before any house can be occupied it must be completely finished and a certificate of completion issued by the Committee.

Setbacks and Easements: The setback requirement on front street and side street shall be on average of 25 feet from the property line. On pie shaped lots, the minimum front setback shall be 20 feet. The minimum setback from any interior lot line shall be 8 feet. The setback from the back like shall be at least 20 feet when not on water and not nearer than 30 feet from the high water mark if back line abuts water. Setback provisions may be altered whenever the topography or configuration of any lot so required.

Drainage Patters: shall not be obstructed. Driveways over drainage ditches shall be culverted at the roadway.

Square Footage: The square footage of main residence is as follows: exclusive of screened porches, garages, and storage rooms, shall equal or exceed 1000 square feet in the area's of Island Estates lots 5001 through 5169 and Forest View lots 44 through 217. The remaining areas shall equal or exceed 14000 square feet living area.

Garages: No garage opening shall face any street; provided however, that front-facing garages may be approved only upon application to the Committee, and no approval; shall be given by the Committee unless the front-facing garage shall have an automatic garage door opener. Houses required to have at least 1000 square feet shall have garages with an interior width of not less than 14 feet and a garage door of not less than 9 feet. Houses which are required to have at least 1400 square feet shall have a garage with a capacity for at least two automobiles. The Committee may grant variances to this restriction.

Land Use: Only one private dwelling shall be on any one lot. More than one lot may be used for a private dwelling.

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

No Building erected for use as a garage shall ever be used as a residence nor shall any trailer or vehicle used for housing of any kind be allowed to park or remain within the boundaries of any of the lots whether for dwelling purposes or not.

### **VIII. MAINTENANCE**

All lots, together with exterior of all improvements, if any, shall be maintained in a neat and attractive condition by the owner, maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, down spouts, building surfaces, trees, shrubs, walks, and other exterior improvements. If owner fails to maintain premises and improvements thereon in a satisfactory manner, the Committee, after approval by two-thirds of the Board, shall have the rights to enter said lot and maintain the buildings and other improvements thereon. The cost of such maintenance shall be added to and become part of the assessment to which such lot is subject. The owner shall be liable to the Association for costs of such maintenance, and the costs, until paid, shall be a

permanent charge and lien upon such lot. Entry to perform maintenance shall only be between 7a.m. and 6p.m. any day except Sunday.

No trees, shrubs, bushes, or other vegetation having a diameter of three (3) inches or more at chest height shall be cut, destroyed or mutilated without prior consent and permission of the Committee. Dead or diseased trees, shrubs, or other vegetation shall be cut and removed promptly from any lot by the owner after permission for such cutting and removal has been obtained. For trees over 5 inches at chest height, a permit must be obtained from the County Permitting office as well.

Mailboxes shall be of a type consistent with the character of LPEE and shall be placed and maintained to compliment the houses in the neighborhood.

Clotheslines of a stationary type will not be permitted. Clothes-hanging devices such as line, poles, frames, etc. shall be stored out of sight when not in use.

No house trailer, boats, boat trailers, campers, or other such vehicles, trailer or vessel shall be permitted to stay on a public right of way or on a lot unless enclosed in a garage and screened from view of adjoining lots, streets and common areas.

No house or structure on any lot shall be used for commercial or business purposes.

Window air conditioners shall not be installed without prior written approval of the Committee.

Parking: Parking will not be permitted on any street at any time by county law. Parking on the lawn of any residence for a period in excess of 5 hours is not permitted unless a permit is issued by the Association to extend this time. Automobiles shall be kept in a garage or parked on the driveway or a private dwelling.

Fence, hedges, and landscaping: All landscaping plans, fences and hedges must receive prior written approval from the Committee. Landscaping shall include no less than three shade trees per lot.

Boundary wall, excluding party walls, may be erected and hedges grown but no higher than three feet between the street right-of-way and the minimum building setback line.

Fences, boundary walls and hedges shall not exceed six feet in height between main building set-back line, the utility easement along the rear property line and the side lines unless written approval is received from the Committee.

No fence, boundary wall or hedge shall be erected nearer than one foot to any side line or back line of any lot. Adjoining property owners may mutually agree to build a common fence. In such event, the common fence may be placed on the property line.

Bird and Wildlife Sanctuary: Molesting, taking or destroying of birds and/or wildlife from land designated a bird and wildlife sanctuary is prohibited.

Animals: No animals, livestock or poultry of kind shall be raised, bred, pastured, or maintained on any lot except household pets for the sole pleasure and purpose of the occupants but not for any commercial use or purpose. Birds shall be confined in cages. Dogs and cats must not be allowed to stray, run, go or in any manner be unattended in or on any public street, sidewalk, park or private property of others without the express or implied consent of the owner of such private property. Horses shall be allowed only on designated trails and shall be stabled only in designated areas and not on any residential or commercial lot.

No signs of any kind shall be displayed on any land except one sign not more than five square feet advertising the property for sale may be placed on such property.

No docks, boathouses or similar structures leading to the water must be approved by the Committee.

Antennas: No outside radio transmission antenna may be erected by an owner.

All residential service lines to the lots shall be underground. This includes, but is not limited to electricity, telephone, cables, central water and sewage. Property owners, by acceptance of a deed or contract for deed to property in LPEE, agree that they shall connect to central water and sewage systems. No water well shall be sunk or drilled on any lot except with the prior written approval of the Committee.

Lakes and Waterways: No owner or resident shall have the right to pump or otherwise remove any water from the lakes and waterways for any purpose. No owner or resident shall place rocks, stones, trash, garbage, sewage, water (other than surface drainage), rubbish, debris, ashes, or other refuse in any of the lakes and waterways. No boats shall be operated on any waterway in excess of four miles per hour and no internal combustion engines shall be used on the waterways. Only boats of a member of the Association shall be allowed on the waters of LPEE. No boats shall remain in the lakes or waterways when not in use.

Vehicles: No commercial vehicles of any type shall be permitted to remain overnight on the property of a private dwelling unless garaged. No private trucks or trailers and no unlicensed motor vehicles of any type shall be permitted to remain overnight on the property of a private dwelling unless garaged.

Noxious Activities: No noxious, offensive or illegal activity shall be carried on upon any lot in LPPEE. Hobbies or other dangerous activities, including the assembly and disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkempt conditions, shooting of firearms, fireworks or pyrotechnic devices of any type or size, are prohibited on any part of any lot or the common areas without the consent of the Association. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. Owners and guests shall refrain from any act or use of lot, which could cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood.

Storage of Materials: No lot shall be used in whole or part for storage of rubbish of any character. No substance, thing, or material shall be kept upon any lot which will emit foul or noxious odors or that will cause noise that will or might disturb the peace and quiet of occupants or surrounding property.

No trash, rubbish, stored materials, wrecked or inoperable vehicles, or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. This does not prohibit temporary deposit of trash rubbish and other debris for pickup by garbage and trash-removal service units. All garbage cans shall be screened from view from any street.

Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected or placed on any lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a lot, temporarily or permanently, shall be walled in order to conceal them from view of neighboring lots, roads, streets, waterfront, or open areas. Plan for screens, walls, and enclosures must be approved by the Committee prior to construction.

No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot, and shall not be stored longer than time reasonably necessary for construction or completion of improvement.

No exposed above-ground tanks will be permitted for storage of water, fuel or any other substance.

Swimming pools shall not be nearer than ten feet to any lot line and must be located to the rear of the main building.

Sprinkler systems: All lots must have 100% underground sprinkling coverage in operable condition.

Solicitors shall not be allowed in LPPEE without the consent of the Association.



Visitors and guests of owners: The Association shall have the right to require visitors and guests of owners to leave the subdivision when the violation any of the rules or regulations of the Association or any of the restrictions. A violation by a visitor or guest of any owner shall be considered violation by the owner.

No owner shall excavate or extract earth from any of the lots for any business or other commercial use.

No elevation changes shall be permitted which effect surface grade of surrounding lots.

No lot shall be increased in size by filling in water it abuts.

No privies or outside toilet facilities shall be constructed or maintained on any lot.

Association Obligations: The Association shall maintain, repair, and restore all of the commons areas and any structures or other improvements thereon. The Association shall pay costs from assessments and charges. The Board shall provide public liability insurance and casualty insurance covering common areas and facilities. Such among shall be no less than \$1,000,000. The Board may provide workmen's compensation insurance and fidelity bonds on its officers and employees in such amounts as determined by the Board to be desirable.