

DECLARATION OF RESTRICTIONS
TO
ALL PRESENT AND FUTURE OWNERS OF PROPERTY OR ANY INTEREST
THEREIN WITHIN BEACON MEADOWS IN
HILLSBOROUGH COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that BEACON HOMES OF FLORIDA, INC., a Florida corporation, as owner of the hereinafter described lands, in order to enable and aid the establishment and maintenance of a residential area of high quality and appearance for the maximum benefit and enjoyment of its residents, do hereby create, declare, establish and impress upon said lands the restrictions, servitudes, and conditions of use and occupancy, all and each of which are covenants running with the land, hereinafter set forth upon the property described as:

BEACON MEADOWS, Unit I, according to the Plat
thereof as recorded in Plat Book 48,
Pages 79-1 through 79-11, inclusive,
Public Records of Hillsborough County, Florida.

A. GENERAL USE RESTRICTIONS

1. RESIDENTIAL USE; SIZE. The Subject Property shall only be used for single family residential purposes, unless specified elsewhere herein. Residences constructed on the Subject Property shall contain not less than eight hundred fifty (850) square feet of living area.
2. GOVERNMENT LIMITATIONS AND CONDITIONS. The possession and use of the Subject Property shall be subject to, but not limited to, the following conditions:
 - a. All applicable zoning, subdivision, and environmental ordinances, regulations and laws.
 - b. All applicable governmental ordinances, rules, regulations, contracts, and policies.

- c. All conditions, restrictions, limitations and reservations of the Plat of the Subject Property, including any amendments, revisions or modifications to said Plat.

- B. NO TRADE, BUSINESS, OR PROFESSION, ETC.** No trade, business profession or any other type of commercial activity shall be carried out upon the Subject Property or any portion thereof, except that nothing herein contained shall prohibit the operation of sales models and offices by the builder of Residences on the Subject Property until all such residences have been sold, leased, or rented by the builder.
- C. NUISANCES.** No noxious, offensive, illegal, or immoral activity shall be carried on upon any portion of the Subject Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to others.
- D. ANIMALS.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Subject Property, except that dogs, cats, or other customary and usual household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.
- E. TRASH, GARBAGE, ETC.** No portion of the Subject Property shall be used or maintained as a dumping ground for rubbish or debris, and no trash, garbage or other waste material shall be kept or allowed to accumulate except in sanitary containers, fully enclosed and covered, completely screened from view. No sanitary containers, trash or garbage cans or other discarded materials or items shall be placed on the front of any lot except as may be required for regular collection thereof and then only upon such days as such collections may occur.
- F. WATER AND SEWER.** Every residence constructed upon the Subject Property shall be connected to the water and sewer systems, as they now exist or are hereafter modified, as provided by the Developer, its successor and assigns.
- G. PORTABLE OR TEMPORARY BUILDING.** No portable or temporary building, shed, trailer, trailer base, tent, shack, garage, barn, or other outbuilding may be placed or kept on any portion of the Subject Property, except that construction shed or trailers and temporary sanitary facilities may be placed on the Subject Property and remain there temporarily during the course of active construction and development of the Subject Property.
- H. RELOCATED BUILDINGS.** No building or structure shall be moved onto any portion of the Subject Property, it being the intent of this restriction that any and all buildings or structures on the Subject Property shall be constructed thereon.
- I. LOT UPKEEP.** All owners of lots with completed houses thereon shall, as a minimum, have the grass regularly cut and all trash and debris removed. If the owners of such lots fail, in Developer's sole discretion, to maintain their lot as

required herein, and upon ten (10) days written notice to the property owner, Developer is hereby authorized, but shall not be hereby obligated, to so maintain their lot and said owners shall reimburse Developer for actual costs incurred therewith.

- J. **OUTDOOR CLOTHES DRYING.** Outdoor clothes drying activities shall be restricted to rear yard areas of residences only. For purposes of this restriction all yard areas abutting street or roadways shall be considered as front-yards. In no event shall any outdoor clothes drying activity be visible from any portion of a pond, waterway, lake, canal, or recreation area on or adjacent to the Subject Property. All clothes poles or retractable clothes lines must be removed when not in use.
- K. **OIL AND GAS TANKS.** All oil tanks and gas tanks installed on the Subject Property shall be placed and maintained below ground level or in walled-in areas so constructed as to render the contents thereon hidden from view from adjoining properties.
- L. **ANTENNAS.** No exterior radio, TV, or electronic antennas or aerials shall be allowed, however, antennas or aerials which are installed so as to be completely concealed from the public view such as in attics or garages shall be permitted.
- M. **SIGNS.** No signs shall be displayed with the exception of a maximum of one (1) "For Sale" sign upon each lot not exceeding 36" x 24". Notwithstanding anything to the contrary herein, Developer, its successors, agents, or designated assigns, shall have the exclusive right to maintain signs of any type and size and for any purpose in the Subdivision and shall have the exclusive right to use the words "Beacon Meadows" by themselves, or in combination with any other words.
- N. **PARKING AND STORAGE OF VEHICLES.** The parking or storage of automobiles or other motor vehicles except on paved areas is prohibited. Only vehicles bearing correct license and registration tags and inspection certificates, as required pursuant to state law, shall be permitted to be parked or stored on any portion of the Subject Property, unless garaged. The overnight parking or storage of trucks or commercial vehicles of any kind upon any roadways or dedicated public right-of-way is prohibited. The parking or storage of boats, boat trailers, motor homes, camp, travel, or other trailers, or other such vehicles, trailer or vessel, upon any portion of the Subject Property, unless garaged, is prohibited. As used herein the term "garaged" shall mean permanently, completely enclosed from view of any and all other properties, structure, streets, common or recreation areas, waterways, lakes, and ponds in Beacon Meadows.
- O. **DOCKS, PIERS, ETC.** No docks, piers, or similar structures shall be constructed on the Subject Property without the prior written approval of the Developer, which approval may be withheld.

- P. LAKES, CANALS, WATERWAYS, ETC.** Water shall not be pumped or otherwise removed from lakes, canals, waterways, ponds, ditches, or similar places for the purpose of irrigation or any other use without the prior written approval of the Developer. No rocks, stones, or water discharge from swimming pools, heating or air conditioning systems shall be placed in waterways as heretofore mentioned without written approval of the Developer. No trash, garbage, debris, ashes, chemicals, fertilizers, nutrients, or any form of refuse shall be placed or allowed to enter heretofore mentioned water areas.
- Q. AIR CONDITIONING, HEATING AND SOLAR DEVICES, ETC.** No window heating or air conditioning units shall be placed on, or about the front or side walls of any residence. Prior approval of the Developer is required as to appearance, location and character before any solar heating device is installed or maintained on the Subject Property or portion thereof.
- R. WATER WELLS, MINING, ETC.** No water well, except for lawn sprinkling, shall be sunk or drilled on any portion of the Subject Property. There shall be no mining, quarrying, or drilling for oil or minerals undertaken upon any portion of the Subject Property unless approval is received from State and Local governments.
- S. FENCES, WALLS, AND HEDGES.** No fence or wall shall be constructed, erected, or placed upon or any hedge planted upon the subject Property without the written consent of the Developer, which consent may be withheld. The Developer in granting consent to the construction, erection or placement of any such fence, wall or hedge shall use reasonable efforts to assure a uniform appearance throughout the Subject Property, taking into consideration the variance in lot configurations and placement of residences on lots.

No owner shall allow anything to be attached, grow, or placed against any fence or wall which is owned by another Owner of a lot adjoining or abutting the lot of said Owner.

No fence, wall, or hedge may be constructed or maintained between a Front Street and the Front Dwelling Line or between a Side Street and the Side Dwelling Line unless constructed at the time of the original dwelling on the lot as part of its elevation or design. See Exhibit A attached hereto.

- T. WINDOWS.** All windows and other glass elements of a residence which face an easement for use and enjoyment which inures to the benefit of an Owner of an adjoining lot shall be of obscure glass and shall open only in a straight vertical or horizontal manner, parallel to the plane of the window or other glass element.

- U. INCREASE IN INSURANCE RATES.** No owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering any portion of the Subject Property.
- V. FURTHER SUBDIVISION.** No lot or lots on the Subject Property shall be further subdivided.
- W. RIGHT OF ENTRY.** For the purposes of administering and enforcing any word, phrase, sentence, portion, or provision, in whole or in part, of the Declaration of Restrictions, or any additions or amendments hereto, no entry upon any portion of the Subject Property by the Developer or designated appointees, agents or contractors, shall be deemed to be a trespass or invasion of privacy.
- X. ARCHITECTURAL CONTROL.** No residence or other building, fence, wall, sign, utility area, driveway, parking strip, swimming pool, patio, deck, porch, or other structure or improvement, regardless of size or purpose, whether attached to or detached from a residence, shall be commenced, placed, erected, or allowed to remain on any portion of the Subject Property, nor shall any addition to our exterior change or alteration thereto be made, or any alterations made to the natural topography of the Subject Property, unless and until there has been submitted to and approved in writing by the Developer plans and specifications covering same, showing the nature, kind, shape, height, style, materials, floor plan, exterior color schemes, location, and orientation to the building site, square footage, construction schedules, front side and rear elevations, and such other information as the Developer shall require including, if so required, plans for the grading and landscaping of the Subject Property or portions thereof, showing any changes proposed to be made in the elevation or surface contours of the land.

In the event a residence is damaged or destroyed by casualty, hazard, or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged residence or promptly clear the damaged improvements and grass over and landscape the lot in a sightly manner, either of which shall comply with this Declaration of Restrictions, including requirements for Developer approval.

All plans must be sent to Developer by certified mail, return receipt requested, at Post Office Box 217, New Port Richey, Florida, 33552, ATTN: Product Development Manager or such other address as Developer may hereafter from time to time designate in writing. Any plans not disapproved within thirty (30) days after their receipt by Developer shall be deemed approved. The rights granted to Developer under this Section shall terminate on December 31, 1987, unless prior thereto Developer has indicated its intention to abandon such rights by recording a written instrument among the Public Records or Hillsborough County.

AA. EASEMENT FOR USE AND ENJOYMENT. Upon the conveyance of any lot, an “Easement for Use and Enjoyment” for and in favor of the lot conveyed and against and upon any adjoining or abutting lot, subject to the following requirements, restrictions, and limitations:

1. QUALIFICATIONS. The Easement for Use and Enjoyment shall:
 - a. Not exceed, at any given point, three (3) feet in width beyond the line of the adjoining or abutting lot to which the Easement shall be against or upon;
 - b. Directly adjoining and abutting the side lot line of the lot to which the Easement shall be against or upon;
 - c. Be a surface and air space easement only, for use and enjoyment, and shall be bounded by an imaginary horizontal plane seven (7) feet from the surface of the soil for its height and one-half (1/2) inch below the surface of the soil for its depth;
 - d. Be granted by either or both of a legal description thereof or a survey drawing of the lot and the adjoining lot or lots upon which the Easement is placed, which legal description and/or survey drawing shall be incorporated in or attached as an Exhibit to the deed of conveyance by the Developer or Declarant;
 - e. Be subject to and inferior to any easement for water, sewer, utility, and other easement required by law or governmental unit or agency;
 - f. Carry with it, by virtue of its being granted and without any further act required, the obligation of the Owner of the lot to which the Easement for Use and Enjoyment insures to maintain the property and landscaping thereon under the same terms and conditions as heretofore set forth for the lot itself.
2. PROHIBITIONS. The following items are specifically excluded from the area of any Easement for Use and Enjoyment and no Owner shall place, plan, permit to grow, erect, or construct, or cause any of the aforesaid, any of the aforesaid, any of the following or similar items:
 - a. Trees, plants, or any other form of flora, excepting only grass of the same type and variety as is on the lot to which the Easement inures;
 - b. Swimming pools;
 - c. Underground or permanent surface sprinkler, or portion thereof;

d. Any structure, plant, vegetation, or fence which would increase the difficulty of expense of normal and customary maintenance of the residence of the adjoining lot.

3. ACCESS FOR RESIDENCE MAINTENANCE. Each and every easement for Use and Enjoyment granted pursuant to this Declaration of Restrictions shall be subject to the right of ingress, egress, and access of the Owner of the lot upon which the Easement is against and upon, and his servants, agents and employees, for the purpose of maintenance, care and repair of said Owner's residence.

BB. OTHER EASEMENTS. For a period of two (2) years from the date hereof, Developer hereby grants and reserves the following easements on the Subject Property:

1. An easement or easements as shown on, upon, across, through and under the Subject Property to provide, service and repair and maintain the equipment required to provide utility services including without limitation, power, electric, light, telephone, cable television, gas, water, sewer, and drainage and any other utility or service upon or for the benefit of any part of the Subject Property, which easement shall include reasonable rights of access for person and equipment necessary to accomplish such purposes; provided, however, no such easements will be granted with respect to any part of a lot lying beneath a residence after the construction of the residence.
2. Easements for installations and maintenance of utilities and drainage areas are reserved as shown on the Plat.
3. Within any of the aforesaid easements, no structures, planting or other materials may 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 canals in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The area of each lot upon which any such easement is located, except an Easement for Use and Enjoyment, shall be maintained and continuously by the Owner of the lot, except that those improvements which are the property of a public authority or utility company shall be maintained by such authority or utility company.

CC. SET BACKS. In addition to governmental building setback requirements, no building or residence shall be located on any lot parcel nearer than twenty (20) feet to the front lot or parcel line except in the case of lots on the curved portion of a road cul-de-sac, in which event no building residence shall be located on any such lot or parcel nearer than fifteen (15) feet to the front lot or parcel line. All side yard setbacks shall be a minimum of fifteen (15) feet except where such side yards are adjacent to an Easement for Use and Enjoyment, in which case the set back shall be a

minimum of three (3) feet. No dwelling shall be located nearer than fifteen (15) feet to a rear lot or parcel line. In no case shall any buildings be located closer than fifteen (15) feet to each other.

DD. EFFECT UPON LESSEES. Any and all lease agreements between an Owner and a lessee of such Owner's lot and/or residence shall be subject in all respects to the terms and provisions of the Declaration of Restrictions and that any failure by the lessee under such lease agreements to comply with such terms and conditions shall be a material default and breach of the lease agreement.

EE. INVALIDITY CLAUSE. A determination of the invalidity, in whole or in part, by a court of competent jurisdiction of any covenant or restriction or any section, sub-section, sentence, clause, phrase or word or other provision of this Declaration of Restrictions, shall in no way affect the validity of any of the other portions thereof, which shall remain in full force and effect.

FF. EXISTENCE AND DURATION. This Declaration of Restrictions and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, easements, burdens, and liens contained herein, shall run with and bind the Subject Property and inure to the benefit of Developer, Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date of the recording of this Declaration of Restrictions in the Public Records of Hillsborough County, after which time this Declaration of Restrictions shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such thirty (30) year term or any such ten (10) year extension there is recorded in the Public Records of Hillsborough County, an instrument signed by at least two-thirds (2/3) of all the Owners and at least two-thirds (2/3) of all Institutional Mortgagees holding mortgages encumbering lots, on the basis of one vote of the Institutional Mortgagees per lot, agreeing to terminate this Declaration of Restrictions, upon which event this Declaration of Restrictions shall be terminated upon the expiration of the thirty (30) year term or the ten (10) year extension thereof during which the said instrument of termination is recorded.

GG. ENFORCEMENT, DELAY, AND ARBITRATION.

1. ENFORCEMENT. The restriction and requirements as set forth in this Declaration of Restrictions may be enforced by an action at law or in equity or administrative action by the Developer or any person or persons owning any portion of the Subject Property against the person or persons violating or attempting to violate any restriction, covenant or requirement as set forth in this Declaration of Restrictions either to prevent him or them from doing so or to recover damages or other dues for such violation. Reasonable attorney's fees and costs may be recovered by the Developer or other party who shall prevail in the event such enforcement is required or undertaken.

2. DELAY. No delay or omission on the part of the Developer or any Owner in exercising any rights, powers, or remedy herein provide in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained shall be construed as a waiver thereof or acquiescence therein, and no right or action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer for on account of its failure to bring any action or any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein which may be unenforceable by the Developer or any Owner.
3. ARBITRATION. In the event of any dispute between two or more Owners as to effect or enforcement of all or any portions of this Declaration of Restrictions, the dispute may be resolved by arbitration and in such cases the Developer may act as arbitrator. The Developer may establish, from time to time, the procedures for filing any such arbitration. The decision of the Developer shall be final and binding upon all Owners who were parties to the arbitration.

HH. AMENDMENT. This Declaration of Restrictions may be amended only in the following manner:

1. Until 365 days from the day of recording of this Declaration of Restrictions, (the "Amendment Date"), amendments for the purpose of correcting scribener's errors may be made by the Declarant alone without the consent of any of the Owners or institutional Mortgagees.
2. After 365 days from the day of recording of this Declaration of Restrictions or in the event any amendment materially changes this Declaration of Restrictions, including an amendment requiring the payment of a sum of money as an assessment, this Declaration of Restrictions may be amended only by the consent of ninety percent (90%) of all Owners together with the consent of all Institutional Mortgagees, HUD, and VA. The aforementioned consents shall be in writing and affixed to the amendment to this Declaration of Restrictions.
3. Notwithstanding the foregoing, no amendment shall be effective which shall impair or prejudice the rights or priorities of any Owner, the Developer, Declarant, HUD, VA, or any Institutional Mortgagee under this Declaration of Restrictions without the specific written approval of the Owner, Declarant, Developer, HUD, VA, or Institutional Mortgagees affected hereby.
4. Any amendment to this Declaration of Restrictions shall not become effective until its recording in the Public Records of Hillsborough County.

HH. MISCELLANEOUS.

1. The title of this Declaration of Restrictions and the Section, Sub-Section, and paragraph headings contained in this Declaration of Restrictions are for reference purposes only and shall not in any way affect the meaning, content, or interpretation of this Declaration of Restrictions.
2. Any gender used in this Declaration of Restrictions shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.
3. This Declaration of Restrictions shall not be construed more strongly against any party regardless of who is more responsible for its preparation.
4. All rights, powers, and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law or regulation and are intended to be limited to the extent necessary so they will not render this Declaration of Restrictions invalid or unenforceable. If any term of this Declaration of Restrictions shall be held to be invalid, illegal, or unenforceable, the validity of the other terms of the Agreement shall in no way be thereby affected.
5. This Declaration of Restrictions shall be interpreted, construed, and enforced under the laws of the State of Florida.

AMENDMENT TO DECLARATION OF RESTRICTIONS
BEACON MEADOWS IN HILLSBOROUGH COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, BEACON HOMES OF FLORIDA, INC., the owner of real property described as follows:

BEACON MEADOWS, UNIT I, according to the Plat thereof as recorded in Plat Book 48, Pages 79 through 83 inclusive, Public Records of Hillsborough County, Florida.

Hereby amends the Declaration of Restrictions recorded in Official Records Book 3444, Pages 1805 through 1812 inclusive, as restrictions encumbering and running with the before-mentioned property:

1. Paragraph L is changed to read as follows:

“L. **ANTENNAS.** No antennas or aerials shall be placed upon residences except one outdoor television antenna to provide normal TV reception. No ham radios or radio transmission equipment shall be operated or permitted to be operated in the SubjectProperty.”

**AMENDMENT TO DECLARATION OF RESTRICTIONS TO ALL
PRESENT AND FUTURE OWNERS OF PROPERTY OR ANY INTEREST
THEREIN WITHIN BEACON MEADOWS IN HILLSBOROUGH COUNTY,
FLORIDA**

WHEREAS, BEACON HOMES OF FLORIDA, INC., a Florida corporation, as owner of certain lands in Hillsborough County known as BEACON MEADOWS recorded a Declaration of Restrictions in Official Records Book 3444 at pages 1805 through 1813, inclusive, Public Records of Hillsborough County, Florida; and

WHEREAS, Section EE of said Declaration of Restrictions provides for amendments for the purpose of correcting scrivener's errors to be made by the Declarant, BEACON HOMES OF FLORIDA, INC., alone without the consent of any of the Owners of institutional mortgagees; and

WHEREAS, scrivener's errors occurred in that certain provisions relative to restrictions regarding fences and fencing were inadvertently omitted from the original Declaration of Restrictions.

NOW, THEREFORE, pursuant to the foregoing, BEACON HOMES OF FLORIDA, INC., Declarant, hereby amends said Declaration of Restrictions as follows:

Subparagraph C of Paragraph 1 of Section AA is hereby amended to read as follows:

- C. Be a surface and air space easement only, for use and enjoyment, and shall be bounded by an imaginary horizontal plane seven (7) feet from the surface of the soil for its height and one-half (1/2) inch below the surface of the soil for its depth excepting only that the easement for depth shall extend to a depth reasonably necessary to accommodate normal and customary fence posts and poles for the purpose of erecting fences within the easement for use and enjoyment;

Section S is amended by the addition thereto of the following language:

No fence shall be erected, placed, or constructed upon or within the easement for use and enjoyment unless it complies with the following requirements:

1. The fence shall commence at the rear corner of the residence abutting the easement for use and enjoyment and run parallel to the side of said

residence in a straight line back to but not beyond the rear lot line of the residence.

2. The fence shall not in any manner enclose or restrict access to any power meter or air conditioning compressor in such a manner as to increase substantially the difficulty of checking such meters or inspecting, maintaining, or repairing such air conditioning compressors.
3. Every such fence must have contained within the fence a gate, not less than three (3) feet in width, which shall permit access by the adjoining property to the easement for use and enjoyment for the purposes of maintaining, protecting, and preserving that property owner's residence.