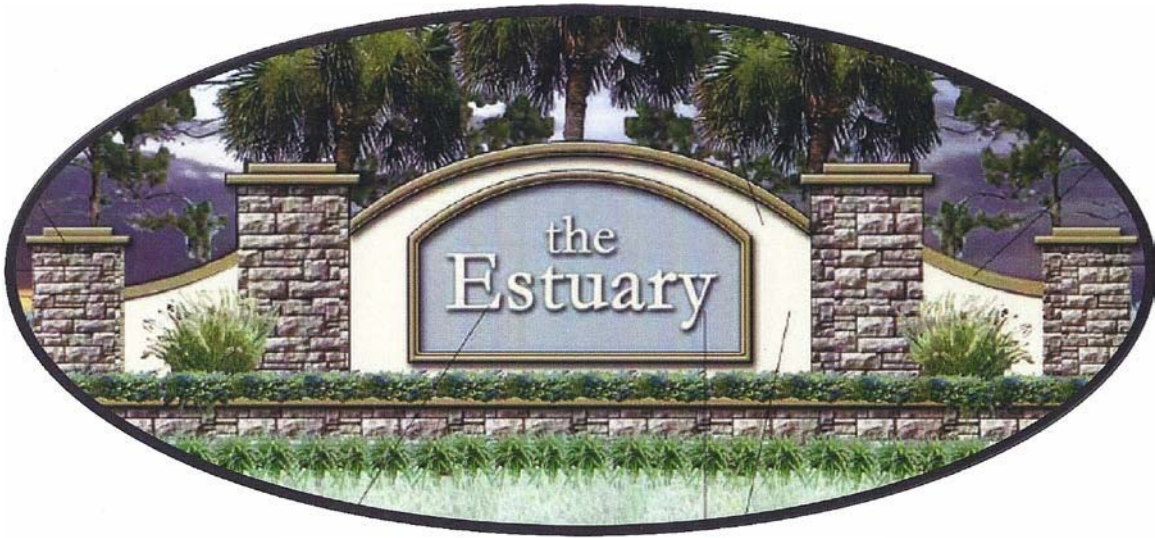


# *The Estuary Homeowners Association*



Conceptual Drawing by Cornerstone Solutions Group

## *Standards for Community Living*

*Adopted November 12, 2012*

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*The Estuary Homeowners Association, Inc*  
*Book of Standards for Community Living*

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## **DEFINITIONS**

**Association** – The Estuary Homeowners Association Inc., a not-for-profit corporation created under Florida Statute

**Board** – The Board of Directors of The Estuary Homeowners Association

**Declarant** – The Declarant creates the community documents thus “declaring” that the community is being developed with specific covenants and restrictions that will be placed upon all of the lots within the development. This term is used interchangeably with Developer.

**Documents** – Collectively the Declaration of Covenants, Conditions and Restrictions of The Estuary Homeowners Association (a.k.a. CCR’s), The Articles of Incorporation of The Estuary Homeowners Association (a.k.a. Articles), the By-laws of The Estuary Homeowners Association (a.k.a. By-laws) and any Supplements or Amendments thereto as recorded in the official public records of Hillsborough County, Florida

**Homesite** – Any lot that has a dwelling constructed upon it.

**Landscape Bed** - Bed around the perimeter of the house and/or an island within the lawn. The beds typically contain shrubs, trees, and flowers.

**Lot** - The term of “lot” applies to property with or without a dwelling.

**Member** – Any owner of a home within the community of The Estuary.

**Owner** – A person or persons who have legal title to a lot within The Estuary. This term can be used inter-changeably with the term Member.

**SWFWMD** - Southwest Florida Water Management District commonly referred to as “Swiftmud”.

**Transition** – An event that occurs when 90% of the Homesites within The Estuary has been transferred to a third party. At transition, all Board members appointed by the Developer will resign and the Members will elect new Board members who must all be Owners within The Estuary.

**Word “may”** – Typically used in the phrase “may be” and means optional.

**Word “shall”** – Typically used in the phrase “shall be” and means mandatory.

**Word “should”** – Typically used in the phrase “should be” and means recommended.

# **THE HOMEOWNERS ASSOCIATION**

## **I. Introduction**

The community of The Estuary is a planned community that will be comprised of two hundred and eleven homes. As developer of the community, M/I Homes of Tampa, LLC has envisioned a community where residents can live, work and play in harmony with their neighbors.

In order to preserve, protect and enhance the property values of those who purchase homes within the community of The Estuary, the The Estuary Homeowners Association (Association) was created. All owners of property within The Estuary community are Members of the Association. This Membership includes certain mandatory obligations, financial responsibilities and a commitment to abide by the deed (use) restrictions and rules of the Association.

The purpose of this Book of Standards is to provide an explanation of the Association's governing documents and to give the Members of the Association an overview of how the Association functions in an easily understood format. This book will review the rights and obligations of Members and leaders of the Association and present a compilation of the Association's adopted policies, rules and regulations.

## **II. Mission of The Estuary Homeowners Association**

- To maintain, protect and enhance the value of the homes and common property within The Estuary.
- To foster a sense of community among the Members.
- To pursue excellence in all that the Association does.
- To build a community that is based upon principles and values.
- To record and manage this vision through a system of governance that respects this perspective.

## **III. The Governing Documents**

Anyone who purchases a home in The Estuary should receive a copy of the of The Declaration of Covenants, Conditions and Restrictions (herein referred to as "Declaration" or "CCR's"), The Articles of Incorporation ("Articles"), The By-laws ("By-laws") and all amendments that may have been made to each of these documents. All of these documents have been recorded in the public records of Hillsborough County. If you did not receive these documents, notify your title company and request that they provide them to you as required by Florida Statute. Copies may be obtained from the management company; however, you will be charged a copy fee for the document package. Documents may also be viewed and/or downloaded from the Hillsborough County Clerk of Court website.

Following is an overview of the governing documents specific to The Estuary Homeowners' Association:

Chapter 720 Florida Statutes Homeowners' Associations	Chapter 720 of the Florida Statutes regulates Homeowners' Associations like The Estuary and takes precedence over The Estuary documents listed below. Anytime that there is a discrepancy between this statute and The Estuary documents, the statute will prevail.
Declaration of Covenants, Conditions and Restrictions (CCR's)	The CCR's are recorded in the public records of Hillsborough County. They establish a contract between the Association and the property owners and create obligations which are binding upon the Association and all present and future owners of property within The Estuary. The CCR's contain the plan of development, the method of operation and the rights and responsibilities of the Association and the owners of property within the Association.
Articles of Incorporation	Filed with the Florida Secretary of State and as an exhibit to the CCR's, the Articles establish the Association, as a not-for-profit corporation under Florida law.
By-laws	Details how the Association's internal affairs will be conducted. Included in this document are the requirements for noticing and conducting meetings, voting rights of Members, elections procedures, and job descriptions for officers and committees. This is recorded as an exhibit to the CCR's.
Amendments or Supplements	These are recorded at some point after the CCR's are recorded and may add land or impose additional obligations or restrictions on the property. Amendments may be made to the CCR's, Articles and By-laws by the Developer until such time as the Association is transitioned to homeowner control or they may later be amended by a vote of the Membership as outlined in the CCR's, Articles and By-laws.
Architectural Guidelines	The Estuary CCR's require that standards and guidelines for improvements and modifications to the exterior of a house (including structures and landscaping) be developed. The Architectural Guidelines were created jointly by the Board of Directors and the Architectural Control Committee. It is not necessary that they be recorded in the public records of Hillsborough County and they can be amended by the Board of Directors at the recommendation of the Architectural Control Committee.
Rules and Regulations	These are adopted by the Board of Directors to govern the use of property, activities and conduct. An example is Pool Rules. Rules and Regulations are not recorded in the public records of Hillsborough County.
Board Resolutions	Resolutions are adopted by the Board of Directors to establish rules, policies, and procedures for internal governance and Association activities, and to regulate operation and use of Common Property.

#### **IV. The Board of Directors**

The governing authority for the Association is the Board of Directors ("Board"). Currently, there are three Members of the Board and all are appointed by the Developer. At the time that 90% of the total number of homes that can be built within The Estuary have been conveyed to someone other than a builder, the control of the Association will be transitioned to the owners of homes within The Estuary. When the transition occurs, all board positions will be held by Members of the Association.

The Board of Directors is responsible for the administration of the Association. They have the authority to make and amend rules, adopt policy, adopt budgets, assess



and collect assessments, hire and fire personnel, appoint committees, purchase insurance and enter into contracts on behalf of the Association. The Board is also responsible for enforcing the CCR's and all rules and policies of the Association. Board Members must act within the scope of their authority and perform their duties with care and diligence when acting for the community. The Board may delegate some duties to the community manager, an employee or to a committee but ultimately the Board is responsible for all decision making.

## **V. The Committees**

The Board of Directors has the authority to create committees as it deems appropriate and to assign each committee with a specific task. Committees work in an advisory capacity to the Board and do not have the authority to commit the Board to an expense or required action. Committee Members are appointed by and serve at the pleasure of the Board. Committee Members may be removed from their duties for failure to perform within the scope of the committee's boundaries. Several of the committees that may be formed in The Estuary are listed below with their duties.

Architectural Control Committee (ACC)	This committee is responsible for reviewing all Architectural Modifications Requests made by residents for improvements to the exterior of the house or lot. The committee also reviews Architectural Guidelines and recommends changes and/or additions to the Board for adoption.
Covenants Enforcement Committee (CEC)	This is the hearing tribunal for the Association and has the authority to recommend monetary fines for Members who are non-compliant with the CCR's and rules of the Association. They also advise the Board on needed clarifications to existing rules or restrictions and may recommend additional rules or document amendments for consideration by the Board.
Community Spirit Committee	The purpose of this committee is to foster a sense of community within The Estuary by planning community wide events and programs such as community garage sales, Community Beautification Day, Community Crime Watch Program. The committee will also assist the Board with communications through a newsletter and/or web-site.

## **VI. Meetings**

An Annual Membership Meeting is held each year. A quorum of 10% of all owners is required in order to conduct business. It's important that all owners complete and mail in their proxy to the management company in order to be counted toward the quorum requirement. A proxy is a written instrument that allows you to be counted in attendance for the meeting and appoints another person to cast your vote on any voting matter presented to the Membership. Any owner who sends in a proxy and then attends the meeting can request his proxy be returned thereby casting his own votes on all

business matters. At a General Membership meeting, Members can make motions and cast votes on all business matters listed on the agenda.

Board of Directors Meetings are conducted as needed. A majority of the Board Members must be present to constitute a quorum and to conduct business. Notice of all Board meetings must be given to Members forty-eight (48) hours in advance of the meeting. Any meeting at which the Board will adopt the budget or approve assessments requires a two week notification. All Board meetings are open to the general Membership to attend; however, motions and votes are made by the Board Members only. Members may speak to any agenda item during an open discussion period at the beginning of the meeting. If a Member has a business item that they would like to be addressed by the Board, they may contact the management company to request that the item be placed on the agenda. Back up information about the requested agenda item should be made available to the Board Members prior to the meeting and the Member requesting the agenda item should be prepared to address the Board at the meeting.

Committee Meetings are held monthly or as needed. Members are encouraged to volunteer to serve on committees and are welcome to attend meetings.

## **VII. Budget and Finances**

The Board of Directors is responsible for creating and adopting the annual budget for the Association.

The management company oversees the accounting needs for the Association and prepares a financial report each month and is provided to Members upon request. The year-end financial statement is provided to all Members.

The Board is tasked with levying an assessment on each owner based upon that owner's fair share of the anticipated budgetary needs for the coming year. The budget is divided into the expense categories of administrative, grounds maintenance, amenities maintenance, utilities, and reserves, if applicable. Administrative expenses include the cost of management, legal and accounting services, office expenses (i.e. printing of newsletters, postage, costs associated with leasing a space to conduct the Annual Membership Meeting) and insurance. Insurance policies in place for the Association include Property and Casualty, General Liability, and Directors and Officers Liability. The Grounds Maintenance category includes such items as landscape maintenance, pond maintenance, annuals, mulch, and costs associated with maintaining the common area walls, fences and signs. Utilities include electricity and water. The reserve account funds are held in a separate bank account from the general funds that are used to operate the Association's routine business. The purpose of the reserve account is to offset the high costs associated with long term maintenance or replacement of amenities owned by the Association.

The Board is also responsible for the collections of each Owner's assessments. A collection policy has been adopted by the Board and is published in the Policies, Rules and Regulations section of this Book of Standards.

## **VIII. Managing the Association**

As noted in Section IV, the Board is responsible for all decision making for the Association but can delegate some duties to others. The community management

company has been contracted by the Board to assist in implementing the decisions made by the Board. The management company will assign a community manager to The Estuary. In Florida, community managers are required to have a CAM license that is issued by the Department of Business and Professional Regulations and to attend continuing education courses related to community management on an annual basis. The community manager will work to assist all residents of The Estuary with their Association related questions and business; however, the community manager takes direction only from the President of the Board.

## **IX. Records Request**

The management company is the keeper of the Association's records. Copies of official records as outlined in Florida Statute 720 which regulates Homeowners Associations can be requested from the management company. The request must be made in writing. The management company is required to respond to the request within a ten working day period after receipt of the request. The management company will arrange an appointment for the homeowner to come to its office and review the requested records. There will be a fee for any copies requested. Please refer to the Records Request Policy located in the Policy section of this Book of Standards.

## **X. Rights and Responsibilities**

(Please refer to next page in book.)

### **Rights and Responsibilities for Better Communities**

#### ***Principles for Homeowners and Community Leaders***

More than a destination at the end of the day, a community is a place people want to call home and where they feel at home. This goal is best achieved when homeowners, non-owner residents and association leaders recognize and accept their rights and responsibilities. This entails striking a reasonable balance between the preferences of individual homeowners and the best interests of the community as a whole. It is with this challenge in mind that Community Associations Institute (CAI) developed Rights and Responsibilities for Better Communities.

Rights and Responsibilities can serve as an important guidepost for all those involved in the community—board and committee members, community managers, homeowners and non-owner residents.

#### **Homeowners Have the Right To:**

- A responsive and competent community association.
- Honest, fair and respectful treatment by community leaders and managers.
- Participate in governing the community association by attending meetings, serving on committees and standing for election.
- Access appropriate association books and records.
- Prudent expenditure of fees and other assessments.
- Live in a community where the property is maintained according to established standards.
- Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options with the association before foreclosure is initiated.
- Receive all documents that address rules and regulations governing the community association—if not prior to purchase and settlement by a real estate agent or attorney,

then upon joining the community.

- Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.

#### **Homeowners Have the Responsibility To:**

- Read and comply with the governing documents of the community.
- Maintain their property according to established standards.
- Treat association leaders honestly and with respect.
- Vote in community elections and on other issues.
- Pay association assessments and charges on time.
- Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.
- Request reconsideration of material decisions that personally affect them.
- Provide current contact information to association leaders or managers to help ensure they receive information from the community.
- Ensure that those who reside on their property (e.g., tenants, relatives, friends) adhere to all rules and regulations.

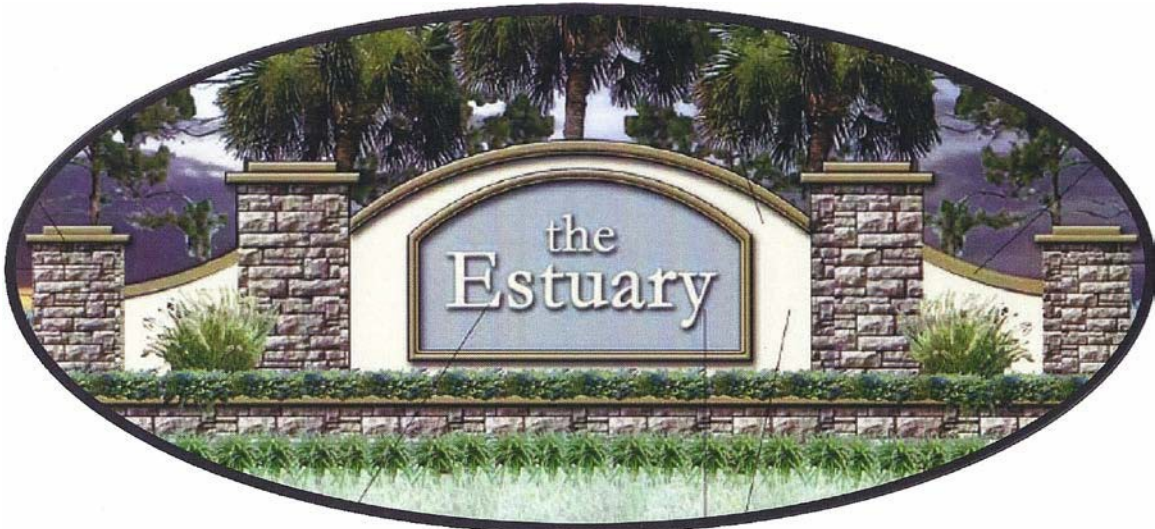
#### **Community Leaders Have the Right To:**

- Expect owners and non-owner residents to meet their financial obligations to the community.
- Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the association.
- Respectful and honest treatment from residents.
- Conduct meetings in a positive and constructive atmosphere.
- Receive support and constructive input from owners and non-owner residents.
- Personal privacy at home and during leisure time in the community.
- Take advantage of educational opportunities (e.g., publications, training workshops) that are directly related to their responsibilities, and as approved by the association.

#### **Community Leaders Have the Responsibility To:**

- Fulfill their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community.
- Exercise sound business judgment and follow established management practices.
- Balance the needs and obligations of the community as a whole with those of individual homeowners and residents.
- Understand the association's governing documents and become educated with respect to applicable state and local laws, and to manage the community association accordingly.
- Establish committees or use other methods to obtain input from owners and non-owner residents.
- Conduct open, fair and well-publicized elections.
- Welcome and educate new members of the community - owners and non-owner residents alike.
- Encourage input from residents on issues affecting them personally and the community as a whole.
- Encourage events that foster neighborliness and a sense of community.
- Conduct business in a transparent manner when feasible and appropriate.
- Allow homeowners access to appropriate community records, when requested.
- Collect all monies due from owners and non-owner residents.
- Devise appropriate and reasonable arrangements, when needed and as feasible, to facilitate the ability of individual homeowners to meet their financial obligations to the community.

- Provide a process residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights—where permitted by law and the association's governing documents.
- Initiate foreclosure proceedings only as a measure of last resort.
- Make covenants, conditions and restrictions as understandable as possible, adding clarifying “lay” language or supplementary materials when drafting or revising the documents.
- Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of community leaders, e.g., officers, the board and committees. (Community associations may want to develop a code of ethics.)



Conceptual Drawing by Cornerstone Solutions Group

*Architectural Guidelines,  
Standards  
&  
Procedures*

# **ARCHITECTURAL GUIDELINES, STANDARDS & CRITERIA**

The Estuary was developed with the intent that houses harmonize with each other and present a pleasing and consistent style. Except as required by the Governing Documents, this style is not the result of a formal architectural code but rather the result of the vision of the developer.

## **I. Introduction**

The intent of the contents of this guide, as well as the existence of the Architectural Control Committee (ACC), is to provide the Guidelines required for maintaining an aesthetically pleasing community. Adhering to these Guidelines is beneficial for all involved in that they are meant to protect the investment of the homeowners, as well as portray a quality community of well-planned houses constructed with long lasting materials maintaining high construction standards.

In conjunction with the recorded Documents for The Estuary Homeowners Association, the design standards are binding on all parties having interest in any portion of The Estuary, and each homeowner is required to comply with the requirements as set forth. Any failure to comply with these requirements will be subject to remedies provided for in the recorded Documents.

These Architectural Guidelines provide an overall framework to allow the Community to develop and progress in an orderly, cohesive and attractive manner, implementing planning concepts and philosophy which are required by regulatory agencies and desirable to residents. These Guidelines include minimum standards for the design, size, location, style, structure, materials, color, mode of architecture, mode of landscaping and relevant criteria for the construction or addition of improvements of any nature. They also establish a process for judicious review of proposed changes within the Community.

These Architectural Guidelines have been adopted by the Board of Directors of The Estuary Homeowners Association, Inc. pursuant to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Estuary ("Declaration"). The Architectural Guidelines will be enforced by the Declarant during the Declarant Control Period as defined in the Declaration, and by the Architectural Control Committee established under Section 19 of the Declaration.

The architectural review process has been established to maintain the integrity of the architectural and design character of The Estuary. To this end, the Architectural Control Committee (ACC) will review all proposed additions, improvements or alterations on houses for conformity with the Architectural Guidelines. Section 19 of the Declaration sets forth provisions with respect to the review process, including possible delegation of certain review functions to a resident staffed committee and the ultimate transfer of the review function to the committee at the end of the Declarant Control Period. Until such transfer, any and all approval and denial rights rest with the Declarant and each such approval or denial will be in writing. In the event that certain reviewing functions are delegated to a resident staffed committee, Declarant reserves the right during the Declarant Control Period to withhold approval even if granted by the committee.

To the extent that any government ordinance, building code or regulation requires a more restrictive standard than that found in these Guidelines, the government standards shall prevail. To the extent that any government ordinance, building code or regulation is

less restrictive than these Guidelines and any standards contained herein, or the Declaration, these Architectural Guidelines and the Declaration shall prevail.

Terms such as “good taste” and “sound design” are difficult to define and even more difficult to legislate. It is the intent of these Guidelines to encourage “good design” by showing examples of the desired result. Elements such as deed restrictions, appropriate attention to scale, proportion to the community should be considered with all requests.

Nothing contained in these Guidelines shall obligate any agency, governmental or otherwise, to approve plans submitted, nor shall the approval of the ACC be construed as meeting neither the requirements of Hillsborough County nor any governmental agency required for approval.

The ACC has the right to modify, revise, add, delete or make any changes to this manual by joint resolution with the Board of Directors.

## **II. Aspects and Objectives of Architectural Review**

The Architectural Control Committee evaluates all properly completed Alteration Applications. Decisions made by the ACC are not based on subjective elements, but on the following criteria:

**Relation to the Natural Environment:** To prevent the unnecessary removal, destruction or blighting of the natural landscape or of the existing man-made environment.

**Conformance with Covenants and Architectural Guidelines:** All applications are reviewed to confirm the project is in conformance with the Declaration and approved Site Standards.

**Design Compatibility:** Compatibility is defined as similarity in architectural style, quality of workmanship, and use of similar materials, colors and construction details.

**Location and Impact on Neighborhood:** The proposed alteration shall relate favorably to the landscape, the existing structure, the surrounding houses and the neighborhood.

**Materials:** Continuity is established by the use of the same materials and color palette as were used in the original construction.

**Workmanship:** The quality of work shall be equal to or better than the surrounding area.

**Validity of Concept:** The basic concept shall be sound and appropriate to its surroundings.

## **III. Non Liability for Approval of Plans**

The Declaration Section 19.19 contains a disclaimer which relieves the Declarant, the Community Association and the Architectural Control Committee of liability or responsibility for the approval of plans and the specifications contained in any request by an Owner. **Prior to submitting plans or information for review you should read and understand this disclaimer. Certain additions, alterations and renovations**



may void any existing warranties.

#### IV. Alteration Application

##### A. General Information

1. A homeowner wishing to make an exterior change or modification to their home or Lot shall apply for and receive written approval for such change or modification prior to start of the project.
2. Application is made by completing the Alteration Application Form.
3. A separate Alteration Application shall be submitted for each exterior change or modification.
4. Applications are available from the management company.
5. The completed request, together with all applicable information, is submitted to the management company.
6. An Alteration Application is not considered complete until accompanied by all of the information necessary for the ACC to make an informed decision.
7. Incomplete applications will be "Rejected" and shall not be considered until resubmitted with the necessary information.
8. **The ACC has up to 45 days from the date a properly completed Alteration Application is received by them to take action on that request or it is deemed Disapproved. (NOTE: during Declarant control period, the request is deemed Disapproved if no action is taken during the 45 day period.)**

##### B. Supporting Documents/Materials

1. All Alteration Applications must be accompanied by a copy of the original stamped plot plan (lot survey) of the lot with the location of the alteration indicated on it.
2. An Alteration Application will not be considered accepted until it is accompanied by the required plans, and/or specifications showing the nature, kind, shape, height, materials and color to be used and the location of the proposed alteration.
3. Requests for room additions, extensions, modifications including swimming pools and their screened enclosures, and fences should include:
  - a) Plot plan clearly depicting the location, size and measurements of the proposed change and the measurements to the home site boundary lines.
  - b) Contractor drawings.

- c) List of materials being used.
  - d) Sample of roof shingles if applicable.
  - e) Paint sample if applicable.
4. Requests for exterior dwelling surfaces including painting, installation of pavers or tiles on walkways, driveways, etc.:
- a) Sketch of area(s) to be covered such as entry, walkway, driveway, sidewalk, etc. shown on the plot plan
  - b) Sample of proposed material – paver, tile, paint chip.
5. Requests for landscaping:
- a) Sketch or drawing showing name or type of planting(s) together with approximate location of each. Existing major landscaping should be shown on drawing. Please indicate measurements from property lines when installing trees, landscape beds, etc. This should also be sketched on the plot plan.
  - b) Requests to remove trees shall include a diagram depicting the approximate location of all existing trees and their types, along with the trees to be removed and the reason for their removal.

**V. The Review Process**

**A. General Information**

1. The design and construction review process is a 4-step procedure: Initial Review, Submission of Plans, Construction Commencement and Inspection.
2. Thorough and timely submission of information as well as adherence to the Guidelines set forth in the process will prevent delays and minimize frustration of all parties involved.
3. Questions concerning interpretation of any matter set forth in the Guidelines should be directed to the ACC.

**B. Initial Review**

1. It is required that a homeowner submit to the ACC an Alteration Application for the modification that is being requested, along with a set of plans (2 sets of plans will be required for new house construction or additions to existing houses).
2. Any and all Alteration Applications and submission of supporting documentation should be made by certified mail, return receipt requested. Facsimile or electronic submission with verification of transmittal will also be acceptable.
3. The information required for the review is as follows:
  - a) Alteration Application with a **detailed description** of the planned modification

- b) Copy of original plot plan (lot survey) showing the approximate location and dimensions of all improvements, including driveway, irrigation, and swimming pools
- c) Floor plans if applicable
- d) Exterior elevations (all sides) if applicable
- e) Conceptual landscape plan if modification involves changes to the current landscape
- f) Any other information, data, and drawings as may be reasonably requested by the ACC.

4. The ACC shall review the information and indicate its approval, disapproval, or recommendations for change to the plan.

5. The ACC will review the accompanying documents within 45 days and return one set of plans to the Owner accompanied by a letter indicating the ACC's decision and shall be rendered in one (1) of the following four (4) forms:

- a) **"Approved"** - the entire document submitted is approved in total, subject to the existing Architectural Guidelines;
- b) **"Approved with Conditions"** – the document submitted is partially approved. The Owner may proceed with the work to be performed as modified, but must comply with any and all notations on the submittal, including the existing Architectural Guidelines;
- c) **"Disapproved"** – the entire document submitted is not approved and no work may commence; or
- d) **"Rejected"** In some cases, additional information may be required in order to make an informed decision. Incomplete applications will be stamped "Rejected" and shall not be considered until resubmitted with all of the necessary information.

6. **Any Alteration Application not approved within 45 days shall be deemed to be Disapproved.**

7. No construction or structural improvement, no alteration or addition to any existing structure or site improvement shall be made on any property until the plans and specifications showing the proposed design, nature, type, shape, size, color, materials and location of same shall have been submitted to and shall have received final approval by the ACC.

8. It is the ACC's goal to approve all requests in an expedient fashion.

9. For the purpose of a rapid response it is required that each form is limited to one request. The more detail provided with the submittal, the quicker a response may be expected.

10. In the case of an incomplete application or the request by the ACC for more information, the applicant will have 15 days to comply with the request. Failure to comply within the 15 days will result in the need for a new application to be submitted.

**C. Submission of Plans to the Building Department**

1. Following the approval of Step 1, the Owner may submit their plans to the Building Department or the required agencies that have jurisdiction for the required permits that may be needed for the modification project. Changes required by the said agencies must be re-approved by the ACC.

**2. Hillsborough County Permits**

a) Hillsborough County requires permits for many types of work done, both inside and outside your house. For further information contact Hillsborough County at (813) 272 - 5600.

b) Approval for installation by the ACC of any project does not negate the homeowner's responsibility to comply with all terms and conditions of any municipal permit or existing codes required for the project, which the owner is responsible for obtaining.

c) In addition, permits are required to remove certain types and sizes of trees. A copy of the Hillsborough County tree permit is available at

<http://www.hillsboroughcounty.org/index.aspx?nid=1611>

**D. Construction Commencement**

1. Upon completion of Step 2, a copy of the building permit must be submitted to the ACC prior to the Owner beginning construction.

2. If the requested change does not require a building permit, all materials utilized in the improvement must be approved by the ACC before Commencement.

3. Any modification to the original application for any reason must also be re-approved.

4. Property owner & his/her contractor are responsible for obtaining & complying with all building permits, building codes and setbacks.

**E. Access to Common Areas**

a) All exterior changes and modifications shall be completed in a manner so that they do not materially damage the common areas of the Association or individual Lots. Nor shall they in any way impair the integrity of the improvements on the property subject to maintenance by the Association.

b) No homeowner shall permit their contractor to access or otherwise cross the common areas, or another person's Lot without receiving written permission in advance from the Board or the Community Manager. In the case of accessing another person's

Lot, permission shall be obtained from the Owner.

c) Other than the record titleholder of the Lot, any contractor or installer who will cross the common areas to access the construction site, shall provide the Association with an insurance certificate listing the Association as a named insured prior to commencing work. Insurance shall meet the following minimum limits: Contractor's General Liability including completed operations: statutory minimum amount. Worker's Compensation: statutory minimum amounts. The Board may establish these amounts.

d) Homeowners are responsible for any damages to the Common Areas and other Association property. Homeowner is responsible for restoring, re-grading, repairing & replacing any damaged grass or plants on the common area or any adjoining Lots, caused by this construction.

e) Owners are responsible for all cleanup of any improvement project. All debris, sod, soil, construction trash etc. shall be removed from the lot and hauled to the proper waste sites within seven (7) days of the completion of the project.

f) All homeowners shall be held responsible for the acts of their employees, subcontractors and any other persons or parties involved in construction or alteration of the home site. The responsibilities include but are not limited to the following:

(1) Ensuring that the construction site, community properties and roadways are kept clean and free of all debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.

(2) Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of other personnel on the site.

#### **F. Final Inspection**

1. The ACC shall have the right to enter upon and inspect any property at any time before, during, or after the completion of work for which approval has been granted.

2. Upon completion of the improvement the Homeowner shall give notice to the ACC. At this time it will be reviewed for compliance with these Guidelines and the approved Alteration Application.

3. Owner shall make certain any damage to streets, curbs, drainage inlets, sidewalks, street signs, walls, community signage, landscaping, irrigation, etc. is repaired or the damage will be repaired by the Association and such costs will be charged to the Owner.

4. Acceptable completion time frames for projects will be as follows:

- a) Pool installation 10 weeks
- b) Fence installation 3 weeks
- c) House additions 4 months

d) If projects will require additional time, the Owner shall contact the ACC with the anticipated completion date.

5. **Application approvals are valid for a period of six (6) months** and a new Alteration Application must be submitted after that time has elapsed if the approved project has not commenced.

## VI. **Express Approval**

The following items may be approved outside of the Committee meeting unless the homeowner receives a notice of disapproval within ten (10) business days after submitting the Alteration Application:

- Re-paint house exteriors and trims in the identical color previously approved by the ACC.
- Re-surface existing driveways in the identical color/material previously approved by the ACC.
- Replace existing screening with identical screening materials previously approved by the ACC.
- Replace existing exterior doors with identical exterior doors previously approved by the ACC.
- Install storm door identical to examples shown on page 61.
- Install landscape lighting per the guidelines and identical to examples shown on page 44.
- Install gutters per guidelines shown on page 38
- Install satellite per guideline specifications on page 26. If the location is on the roof or front of the home, contact community manager before proceeding.
- Install decorative landscape border identical to examples shown and per the guidelines on page 43. **Note: NO borders may be installed around street trees or mailbox.**
- Install solar panels per guideline specifications on page 38.

Alteration Applications are not needed for the following changes:

- Replace existing mailbox identical mailbox previously approved by the ACC. Standard mailbox design is shown on page 54. (no application needed)
- Install flag pole on side of home or garage as outlined on page 35 (no application needed). **Note: This does not apply to an in-ground flag pole which requires an application to be submitted for review at an ACC meeting.**
- Change the type of mulch used in landscape beds with a mulch material identified on page 45 (no application needed).
- Install annuals and replacement plants from the approved plant list in original landscape beds installed by builder (no application needed). **Install decorative landscape borders identical to examples shown and per the guidelines on page 43; Note: No borders may be installed around mailbox.\***

**NOTE: All references in the paragraph to “identical” shall mean that such item shall be replaced with an item that is the same in all respects to the existing item (i.e., the identical style, texture, size, color, type, etc.).**

**VII. Change or Modifications Made Without Approval**

Owners making changes in advance of receiving approval from the ACC will receive a letter from the ACC or the Community Manager. Owner will have fifteen (15) days from receipt of the letter to submit a completed Alteration Application or remove the change. The Alteration Application is not considered complete unless it is accompanied by the applicable materials list, final survey and all those required supporting documents listed on pages 17 and 18.

Failure to comply with this request could result in monetary fines and legal action. All costs associated with gaining compliance shall be charged to the Owner's account.

**VIII. Reconstruction**

In the event that a residential structure or any part thereof is destroyed by casualty or natural disaster, the Owner must notify the ACC and commence reconstruction within thirty (30) days of Owners receipt of the insurance proceeds and the repairs/rebuild must be completed within six (6) months from the date of the casualty. The ACC will make every effort to accommodate the Owner in the application process in order to repair or rebuild in a timely manner. (Please refer to Section 14.2.2 of the Declaration.)

\*Modified by the Board on 04.10.2019

**IX. Sale of Property**

Florida Statute 720.30851 requires that an estoppel certificate be provided to the prospective buyer of a home within a community association. Owners who offer their house for sale shall first advise the Community Manager and bring their house and property into full compliance with all provisions and requirements of the latest edition and revisions of these Guidelines. The Community Manager will issue a certificate of compliance. Non-compliance with this provision must be disclosed on the estoppel certificate, which could result in a lower sales price or delay of closing.

**X. Administrative Fees and Compensation**

As a means of defraying its expense, the ACC may institute and require a reasonable filing fee to accompany the submission of plans and specifications. No additional fee shall be required for re-submissions. If special architectural or other professional review is required of any particular improvement, the applicant shall also be responsible for reimbursing the ACC for the cost of such review.

**XI. Appeals Process**

In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than 45 days after written request for such meeting is received by the ACC, unless applicant waives this time requirement

in writing. The ACC shall make a final written decision no later than 45 days after such meeting. In the event the ACC fails to provide such written decision within 45 days, the plans and specifications shall be deemed disapproved.

Upon final disapproval by the ACC, the applicant may appeal the decision of the ACC to The Estuary Board of Directors within 45 days of the ACC's written review and disapproval. Review by the Board shall take place no later than 45 days after receipt of the applicant's request for review. If the Board fails to hold such a meeting within 45 days after receipt of the request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than 60 days after such meeting. In the event the Board fails to provide such written decision within 60 days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or if appealed, the Board, shall be final and binding.

## **XII. SITE IMPROVEMENT STANDARDS**

***NOTE: These Architectural Guidelines are supplemental guidelines for the recorded Declaration of Covenants Conditions and Restrictions for The Estuary Homeowners Association, Inc. Additional requirements may be contained in the recorded documents. Applicants are encouraged to review the Covenants in addition to these guidelines prior to submitting an Alteration Application.***

**All modification projects must fall within the building setbacks established for The Estuary by Hillsborough County. Please refer to the chart below:**

Front Yard	20 feet
Side Yard	5 feet
Rear Yard	15 feet for lots on southern boundary of Phase 4
Rear Yard	25 feet for lots on the southern boundary of Phases 2 and 3
Rear Yard	20 feet for all other lots

(i.e. No structure may be placed within the first 20 feet of the front yard, within 5 feet of the side property line or within the specified setback shown above for the rear yard. Playsets, sheds, screen enclosures are examples of a structure.)

### **A. Additions to Dwelling**

1. The architectural design of any and all alterations, additions and renovations to the exterior of any existing house shall strictly conform to the design of the original house in style, detailing, materials and color.
2. The height of any addition to an existing house shall not be higher than the original ridge-line and the proposed eave line must be at the same height as the existing eave line. No alteration or improvements shall be made which provide a roof pitch that varies from the roof originally constructed.
3. All additions to houses shall be built within the building setback lines originally established for The Estuary or as modified by the Declarant regardless of any more lenient requirements of any local governmental agency.



4. All additions shall meet the minimum wind load requirements of the Southern Building Code (latest edition) concerning wind resistance and other applicable requirements. An engineer's statement of wind load capacity is required as a part of plans submitted with the Alteration Application.

5. All materials used in maintenance, repair, additions and alterations shall match those used by the Declarant or Builder as to color, composition, type, and method of attachment. The ACC may allow substitute materials if they deem these materials to be compatible with the theme of the community.

6. No additions, alterations or renovations shall be permitted if it is determined to have a material adverse impact on neighboring properties and/or the community.

7. When any additions, alterations or renovations are performed to an existing house, the established lot drainage shall not be altered. Any Owner or Occupant who changes the existing grading or drainages shall be liable for all costs and expenses of repairing such changes, or any costs, liabilities, damages or causes of action arising out of such changes.

8. Stormwater from a new addition roof or new grade of house terrain must not run on neighboring property as to create a nuisance.

9. The location of all windows in a new addition must not adversely affect the privacy of adjoining neighbors.

10. No addition may extend beyond the side walls of the house.

**B. Air Conditioners**

1. No air conditioners shall be mounted through a window, door or hung on an exterior wall.

2. Replacement of air conditioner components shall be in their original location unless approved by the ACC.

**C. Antennae and Satellite Dishes**

1. All outside antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas or antenna towers are subject to the approval of the ACC. All antennas not covered by the Federal Communications Commission (FCC) rules are prohibited.

2. No such equipment may interfere with the radio or television reception of other homes.

3. The ACC requires that all such items be screened from view and that the installation of the antenna comply with all applicable safety restrictions, including any restrictions as to location and height of antenna as imposed by applicable fire codes, electrical codes, zoning

codes, and building codes.

4. All satellite dishes must be no more than 37 inches in diameter.
5. All antennae and satellite dishes should be either ground mounted or mounted on the rear wall or sidewall of the house, no lower than 8 feet from the ground.
6. Satellite dishes that are ground mounted shall be installed at no greater distance than 8 feet from the house and preferably in a screened or fenced area.
7. It is respectfully requested that satellite dishes NOT be placed on top of roofs.
8. Should you feel that your roof is the ONLY location that will give you proper reception, please contact the management company immediately and provide a copy of the proposed location and letter from installer stating why this is the necessary location for installation.
9. Installation of satellite dish shall be in accordance with the current rules of the FCC. Placement shall be as inconspicuous as possible.
10. All installations shall meet the minimum wind load requirements of the Southern Building Code (latest edition) concerning wind resistance and other applicable requirements.
11. Homeowners shall not permit their antennae and satellite dishes to fall into disrepair or to become a safety hazard, and shall be responsible for their maintenance, repair and replacement, and the correction of any safety hazard.
12. If antennae or satellite dishes become detached, Homeowners shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove the antennae or satellite dish at the expense of the Owner, without prior notice.

**D. Awnings**

1. No permanent or retractable awnings (metal, fabric, wood, plastic or other materials) shall be permitted.

**E. Barbecues/Smokers/Grills/Firepits**

1. Barbecue grills, smokers and built-in barbecue units shall be located within the rear side setbacks of the home. Their location must be carefully planned to minimize smoke or odors affecting neighboring properties.
2. If not screened from view of the neighboring property by a fence, they must remain covered when not in use.
3. Outdoor wood burning is prohibited except in a fire pit used on an uncovered patio or an open area of pavers or concrete within the rear

yard. When not in use, a fire pit may be stored on a lanai or in a screened enclosure. The fire pit must have a wire screen mesh, be freestanding and kept in good working condition. An Alteration Application is required.

**F. Canopies including large umbrellas**

1. The installation of a canopy (fabric gazebo) that is to remain in place for more than seventy two (72) hours requires approval from the ACC. The Alteration Application must include a picture of the canopy that is being requested and also a description detailing dimensions and color. Location of the installation must be drawn on a copy of the final survey of the Lot. Approvals will be considered based upon the following criteria:

- a) Canopies may be installed only in the rear yard of a house or on the patio.
- b) Rear yard of the house must be fenced.
- c) Canopies must be bolted into the concrete of the patio or anchored in concrete if located in a grassy area.
- d) All safety installation instructions by the manufacturer of the product must be followed.
- e) Dimensions may not exceed 10' x 10' x 10' (at peak height).
- f) Canopy must be a solid neutral color such as tan. No bright colors or obvious stripes and patterns will be approved. The canopy color must compliment the colors of the exterior of the house.
- g) Canopy must be maintained. If notified by the community manager that maintenance is needed (i.e. mildewed, stained, etc.), the owner must comply in no less than fourteen days of receipt of the notice. If torn or aged, the canopy must be removed. A new application will be required to install a replacement canopy.
- h) Framework must at all times have the canopy installed. (Note: An exception will be made for short periods of time when the canopy is being cleaned or repaired. Community Manager must be notified.)
- i) No lights or other types of illumination, hanging fixtures or decorations may be affixed to the canopy. Exception will be for private parties and such fixtures or decorations must be removed within 24 hours of the party.
- j) In a storm event such as a tropical storm or hurricane warning where advance notice is given to the community, the complete structure including the canopy and posts, other than the portion anchored in cement, must be removed and stored in a secure place.

k) If resident is to be away from the house for a long period of time, especially during hurricane season, the complete structure including the canopy and posts, other than the portion anchored in cement, must be removed and stored in a secure place. A new application is not necessary for reinstallation of an originally approved canopy.

l) Umbrellas with a diameter larger than ten feet (10') must have approval of the ACC and will be considered on a case by case basis.

m) No other type of sun shade, tent or canopy cover will be approved.

**G. Car Covers**

1. Car covers including tarps are not permitted.

**H. Carriage Lights**

1. Carriage light sizes and locations must harmonize with the front elevation of the house. A picture with color and dimensions shall be attached to the Modification Request. Lights shall be black, white or natural metal in color.

**I. Clotheslines**

1. Clotheslines shall only be installed in the rear yard and behind the structure (house).
2. They shall not be visible from the street along the front of the house.
3. They shall be retractable, displayed only when in use, and used for the shortest possible time to accomplish drying of the clothes.

**J. Decks and Concrete Patios**

1. All decks and patios shall be in the rear yard of the lot and not visible from the street in front of the house.
2. All decks and patios shall be solid poured concrete or concrete pavers in an earth tone color to complement the color palette of the house. Wooden or composite material decks may be considered based on the grade and terrain of the lot and will be reviewed by the ACC on a case by case basis.
3. Concrete pavers shall be installed according to manufacturer's recommended specifications and at a minimum over weed block fabric and level tamped sand or similar material.
4. Spaces between concrete pavers shall be sanded or grouted. Grass and weeds shall not be permitted to grow between pavers.
5. The size of decks and patios shall be determined by the available

space per lot and may not cover more than twenty five percent (25%) of the total lot area excluding any building, structures and paved areas.

6. Construction of decks and patios shall not adversely affect any designed and approved drainage pattern for this or any other Lot.

7. Deck rails cannot exceed forty-eight inches (48") in height from decking and shall match the material and color of the decking or trim of the home or be ornamental aluminum to match the color of the house window frames. Deck rails may not extend past the deck or patio and must have a continuous top rail that is free of decorative finials to serve as a handrail.

**K. Dog Houses, Kennels and Runs, Invisible Fences**

1. All dog houses will be located in a fenced rear yard and within the side setbacks of the house.

2. The exterior colors and materials must relate to the exterior of the house in which they are located or blend with the environment. The height of the dog house may not exceed the height of the fence. These are subject to the proper maintenance, care and appearance as with any structure.

3. Dog houses shall be a minimum of fifteen feet (15') from any neighboring property line.

4. The placement of dog houses must also take into consideration safety concerns, noise minimization, the possibility of offensive odors, etc.

5. Dog runs (partial fencing of an area) and kennels are not permitted.

6. Invisible fences need approval prior to installation.

7. Invisible fencing wiring must be buried no less than six inches (6") inside the lot line. No alterations of the yard grade shall be permitted with the installation of such system.

**8. Regardless of the method of restraint used, including invisible fencing, pet owners are responsible for assuring that their pets do not run free. Pet owners are liable for any damage to persons or property caused by their pets.**

**L. Doors**

1. Doors may be replaced with doors that are similar in style and composition. Requests for replacement doors shall be submitted including pictures and color choices.

**M. Driveways and Entrances to Garage**

1. Driveways and entrances to garages may be concrete or interlocking stone or brick pavers which complement the color scheme of the home.

2. New or replacement driveways and modifications to driveways with asphalt, loose gravel, stabilized rock and sand base, etc. will not be allowed.

3. Additional walking area(s) adjacent to the driveway which extends the overall total driveway width not more than four (4) feet (two feet on each side of the existing driveway) will be considered for approval. It is preferred that the extension matches the existing driveway in design, material and color; however, paver extensions that complement the color of an existing concrete driveway will be considered. Samples of the pavers and photos of the existing driveway should be submitted with the application. No driveway expansion shall be permitted beyond the external side lines of the garage.

**N. Elevations (change in Facade) including reconstruction**

1. Changes in the outside appearance of the façade will not be permitted unless these features are or were currently offered by the builders as an option.

2. No vinyl siding will be permitted.

3. All reconstruction including roofs shall be of the same or substantially similar material, colors, etc. as the original construction of the house.

**O. Elevations (change in Grade)**

1. No owner shall excavate or extract earth (dirt) from a Lot for any business or commercial purpose.

2. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots or change the flow and drainage of surface water within The Estuary.

**P. Encroachment and Plantings on Common Grounds**

1. No extension of the landscaping of Homesites will be permitted onto Association common grounds.

2. Residents shall not put trees, bushes, plantings, bird baths, lawn ornaments, planters, bird feeders, flower pots, picnic tables, furniture, fences, walks, hedge enclosures and other types of groupings on common grounds or other Association property.

**Q. Exterior Painting and Approved Color Schemes**

1. Only those colors noted on the Approved Paint Colors Exhibit are permitted.

2. Prior to painting, each Owner must submit to the ACC a color plan showing the color of all exterior surfaces that shall include samples of the actual colors to be utilized and the materials.

3. Colors on the chart are from the Sherwin Williams collection; however, you may use the paint manufacturer of your choice as long as the color has been matched to the Sherwin Williams color and is

substantially the same

4. Alteration Applications submitted without color samples will be returned. See below for chart of approved colors. NOTE: The body and trim colors shown on the chart must stay together and are not interchangeable with the other schemes; however, you can change your trim color to extra white. The front door may be any of the front door colors shown. If your home has shutters, they will be the same color as the front door.

5. No house may have more than three colors (base, trim, accent door colors).

6. The body of the house (base color) must have a flat or eggshell finish, no gloss or high gloss finishes are permissible. If an Owner is proposing to paint doors and trims with gloss or high gloss, this needs to be noted on the Alteration Application.

7. There must be a minimum distance of three homes to either side and in front of the applicant's home before a color combination can be repeated

#### APPROVED EXTERIOR COLOR SCHEMES

Colors selections are from Sherwin Williams.

BODY, GARAGE DOORS & SECONDARY DOOR (S)		TRIM		FRONT DOOR	
COLOR	SW#	COLOR	SW#	COLOR	SW#
Collonade Gray	7641	Dovetail	7018	Black Fox	7020
Mega Greige	7031	White Duck	7010	Warm Stone	7032
Magnetic Gray	7058	White Duck	7010	Web Gray	7075
Macadamia	6142	Moderate White	6140	Aurora Brown	2837
Downing Stone	2821	Roycroft Mist Gray	2844	Iron Ore	7069
Anonymous	7046	Amazing Gray	7044	Black Swan	6279
Weathered Shingle	2841	Downing Sand	2822	Brainstorm Bronze	7033
Quiver Tan	6151	Wool Skein	6148	Raisin	7630
Portabello	6102	Downing Sand	2822	Cast Iron	6202
Dry Dock	7502	Lightweight Beige	6092	Marooned	6020
Virtual Taupe	7039	Rice Grain	6155	Iron Ore	7069
Tony Taupe	7038	Accessible Beige	7036	Porpoise	7047
Intellectual Gray	7045	Wool Skein	6148	Black Bean	6006
Bunglehouse Gray	2845	Nacre	6154	Urban Bronze	7048
Connected Gray	6165	Panda White	6147	Porpoise	7047
Universal Khaki	6150	Nuance	7049	Tricorn Black	6258
Svelte Sage	6164	Nacre	6154	Black Bean	6006
Hardware	6172	Aesthetic White	7035	Retreat	6207

Latte	6108	Kilim Beige	6106	Caviar	6990
Mesa Tan	7695	Crisp Linen	6378	Sundried Tomato	7585
Beach House	7518	Pacer White	6098	Bitter Chocolate	6013
<b>OPTIONAL TRIM COLOR: Extra White</b>					

Paint Color Palette Updated 10.20.2022

## **R. Fences**

1. Fences must have the prior approval of the ACC and must be constructed of solid tan PVC in the style and design as shown in the examples below and shall be built to conform to all manufacture's specifications.



Tan PVC tongue and groove often referred to as the Lexington style. Panels look the same on both sides. Maximum height will be 6'. Post caps are flat.



Tan PVC two rail open picket fence commonly referred to as the Keywest style. Maximum 4' in height. Caps are flat. Installed on view corridors.

2. Fences shall be at a height of six feet with the exception of fences on lots with view corridors such as ponds and conservation areas or other view enhanced areas. The view corridor fence shall be gradually reduced to a height of four (4) feet for the last ten (10) feet of fence that abuts the view corridor.
3. All fences that will abut an existing fence or perimeter wall must be installed with the final end side section graduating in height so that the last panel meets the height of the existing fence or perimeter wall.
4. Fences shall not be installed flush to the ground in order to prevent blockage of stormwater drainage.
5. It is recommended that fences not be installed in drainage or utility easements. However, if the ACC grants permission for a fence to be installed in a drainage easement it is the responsibility of the homeowner to correct any changes in drainage on the homeowner's home site or adjoining home sites at the homeowners expense.
6. Should the Association or County be required to correct a drainage or utility situation either above or underground on lots affected by swales, rear yard drains or easements, the homeowner is responsible for all



costs associated with the removal and reinstallation of the fence installed in said easement.

7. Only the good side of the fence may face outward. No posts or stringers may be visible from the outside of the fence.

8. No fence shall be constructed closer than ten feet (10') back from the forward facing corners of the house. No fence shall be permitted to extend beyond the front corners of the house in any circumstance.

9. Notwithstanding any other governmental regulations, any side fencing on a typical or regularly shaped corner lot shall be located no more than one-half of the distance between the side wall of the house and the side property line that is next to the side street. The measurement for the distance of this fence shall start at the side wall of the house. Fence setbacks on irregularly shaped corner lots will be reviewed on a case by case basis.

10. Fences for corner lots require close coordination with the ACC due to their unique layout and concerns for vehicle visibility/safety and compliance with existing easements and county building code setback requirements. The ACC will also take into consideration how a home abutting this lot will be affected due to front set back requirements for the abutting lot.

11. Except where easements or swales exist, fences will be installed no more than six (6) inches inside the property line. Alleyways between fences will not be permitted.

12. Irrigation systems must be reconfigured to provide complete coverage outside of the fenced area.

13. Fences must be kept clean and in good repair.

14. Any and all required governmental approvals/permits for fence construction are the responsibility of the homeowners and must be obtained prior to construction. **It is the responsibility of the Owner to comply with all County and/or Association requirements, whichever is most stringent.**

15. Signature from neighbors on all sides of the property where fence will be installed must be on the Alteration Application at the time of submitting the form to the ACC. The purpose of the signatures is to notify the owners that workers will be installing a fence and may inadvertently trespass onto their property or have materials on their property. Any damage that may arise to another Owner's property during the installation process is the responsibility of the Owner who is contracting for the fence installation.

**NOTE: Special conditions for fence installation apply to the following:  
Phase 1, Block 4, Lots 1 through 16 contain a retention wall and retention  
wall fence at the rear of the lot. Each homeowner is responsible for the**

**routine maintenance and cleaning of the retention wall fence and retention wall. The Association will be responsible for major repairs/replacement that is not a result of negligence or damages caused by the Owner abutting the area. Owners of lot 1 and lots 10 through 16 will be allowed to attach a fence to the retention wall fence at the rear of their Lot. The space between the retention wall and the retention wall fence must be maintained by the abutting lot owner and cannot be used in a manner that will compromise the retention wall and/or the retention wall fence. Please refer to Section 10.9 in the Declaration of Covenants for more detailed explanation.**

**S. Flags - Federal, State, Military**

1. In accordance with Florida Statutes 720.304, any homeowner may display one portable, removable official flag not larger than 4 ½ feet by 6 feet, United States flag or one official flag of the State of Florida in a respectful manner, and one portable removable official flag not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard or a POW-MIA flag.
2. Flagpoles may be mounted to the house directly to the left or right of the front door or centered over the garage door. Flagpoles attached to the house may not exceed 5 feet.
3. When mounted on the house, flags must be flown on a pole in an outward fashion from the house. The American flag, state of Florida flag, Military Service or MIA flags which are no larger than 4½ feet by 6 feet, attached to the house in the above locations shall be permitted without ACC approval.
4. A free standing flag pole, not to exceed twenty feet (20') in height, may be installed in a location that does not interfere with the line of sight at an intersection, is not within an easement and does not present a hazard to drivers or pedestrians. The pole must be constructed of high pressure fiberglass or anodized aluminum and be bronze or black in color. Based upon The Estuary's geographic location, the flag pole must be able to withstand constant or steady wind speeds of 130 mph. An alteration application must be submitted to the ACC showing the location of the installation, color and material composition of the flag pole and the wind speed specifications for the pole chosen. The pole must be installed per the instructions provided with the pole and must be concreted into the ground.
5. The U. S. flag shall be flown in accordance with the requirements of the United States Flag Code. In no instance shall the flag be flown in violation of Section 720.304, Florida Statutes.
6. No other flag of any sort may be displayed along with the United States flag or in lieu thereof except for State of Florida, Military, and POW- MIA flags. They shall be no larger than the American flag nor shall they be flown above the American flag.
7. Flags shall be replaced if faded, tattered, or in poor condition

8. Flag poles and flag attachments will be kept in a clean and maintained condition.

**T. Front Entry of Home**

1. Front entry into the home may not be screened but must be left open as constructed by the builder of the home.
2. No front entry shall be used for storage of any kind (this includes shoes).
3. Entry walkways may be extended with pavers (matching that of the driveway and walkway if constructed with pavers) or slate to create an entry garden patio. Entry garden patios may be no larger than four feet (4') by six feet (6') in size. Outdoor furnishings such as one outdoor bistro set consisting of small table and two chairs or one outdoor bench may be placed in this area. Alteration Application must include a photo of the furnishings that will be placed in this area. Appropriate materials of outdoor furnishings are concrete, wrought iron or woods such as Teak or Cedar. Plastic or PVC furnishings, umbrellas and sunshades will not be permitted in the front of homes.



Examples of furnishings that may be used on entry garden patios.

**U. Front Roof Changes**

1. No changes other than skylights will be permitted on any roof which is visible from the front of the house.
2. All shingle replacements must be dimensional with a thirty (30) year life.

**V. Garage**

1. No garage shall be enclosed or converted into a living area and must at all times be used as a garage for car storage or storage of Owners personal property.
2. No screening is allowed temporarily or permanently on garage door openings.
3. Garage doors shall remain closed when the garage is not in use.
4. Stand-alone garages and secondary garages accessible by side or rear yards are not permitted.
5. Replacement of garage doors shall meet current County codes at the time of replacement. If there is more than one (1) garage door and the new door cannot be an exact match, then all doors must be replaced

at the same time.

6. Garage doors must be painted the same color as the body of the house. Design monograms and anything other than a solid door, with the exception of window panes in the top most panel of the door, are not permitted.

**W. Garbage and Trash – Screening of Containers and HVAC Equipment**

1. All garbage cans and other garbage containers shall be kept inside the garage or in the rear yard, screened to conceal them from view of neighboring Lots and streets, except on the day of collection. (TIP: If storing garbage cans inside the garage, placing one or two untreated charcoal briquettes inside the trash can after each trash pick-up day will eliminate odors.)

2. Acceptable screens shall be of material and color compatible with the design of the residence and may include landscaping or fencing.

3. If enclosed, overall height of the enclosure, including posts shall not exceed four (4) feet. Overall length shall be kept to the minimum necessary to accomplish the screening. Overall width may not block side yard access to the rear yard.

4. All screens, landscape structures or plant materials shall be located a minimum of two (2) feet from HVAC equipment to allow for adequate air circulation around the equipment, but may not encroach or trespass on a neighboring property.

5. If plantings are used for screening, “adequate screening” shall be plantings which initially (i.e. when first planted or installed) screens a minimum of eighty percent (80%) and which completely screens the cans or equipment within one (1) year from the date of approval.

6. Garbage cans shall not be placed at the street for pick up earlier than 7:00 pm the night before pick up day and empty containers shall be removed from sight the same day as pick up. **All food refuse shall be placed in a covered receptacle to avoid attack from animals. Plastic garbage bags are not adequate.**

7. Garbage and other refuse may not be accumulated or stored on any portion of the Lot.

8. Open burning of garbage and other refuse is not permitted.

**X. Garden Hoses**

1. All hoses shall be stored completely out of sight of the street.

2. Garden hoses shall be on a hose wrap attached to the rear of the house or on a mobile station. Hoses may be neatly coiled on the ground in a flower bed behind shrubbery out of sight from the street, common grounds or nearby neighbors. Circular (spiral coiled) hoses shall be

secured.

**Y. Gas Tanks (Propane and/or Natural)**

1. Preferable installation is to have gas tanks buried. Gas tanks installed above ground shall meet Hillsborough County building code requirements.
2. If Owner chooses not to bury the gas tank, the tank must be screened from view of the streets and neighboring property. Appropriate screening includes fencing and landscaping.
3. If using landscape for screening the tank, Owner shall install no less than six (6) plants to screen tank from view of the street and other properties. Plants that are a minimum of three feet tall and that will reach a maximum 80% opacity within 12 months shall be installed and allowed to grow to the height of the gas tank. When the tank height is attained, the plants will then be properly trimmed and maintained at that height. Any dead plants shall be replaced immediately with the same type of plant of similar height.

**Z. Generators**

1. Permanent or hard wired generators may be installed and mounted on a concrete pad at the rear of the house. These generators are normally hard wired to the house's electrical system and run off of propane.
2. The generator shall be installed in the back of the house.
3. Generators shall be screened from view from the street with shrubs or other landscaping under the same guidelines as those for screening swimming pool equipment.
4. The generator enclosure box shall be painted to match the exterior body color of the house unless located within a fenced yard.
5. The generator may only be operated when there is a power outage or for the briefest possible time to test it as required by the manufacturer.
6. Portable generators shall be stored in the garage and only placed outside during periods of power outage. They shall be operated in accordance with manufacturer's directions and located as far as possible from all adjacent houses.

**AA. Gutters and Solar Collectors**

1. All gutters must match the exterior house color; trim color or window frame color.
2. Gutter down spouts must not concentrate water flow onto neighboring properties.
3. Solar collectors must be flush mounted on the roof and whenever

possible be located on the rear and side roofs of the house and should not be installed so as to be visible from the street. Roof mounted solar equipment (excluding the solar panels) must match the roof color. (Note: Roof mounted solar collectors and equipment may void that portion of the roof warranty where the panels are installed.)

4. Yard mounted solar collectors are allowed within a fenced area of the yard and shall not exceed the height of the fence.

**BB. Holiday Decorations**

1. Holiday displays in the front entryway and on the front door, along with traditional holiday lighting do not require approval from the ACC.

2. Holiday lights and decorations shall not create a nuisance to the adjacent residents or the community.

3. Holiday lights and decorations to celebrate Christmas and Hanukkah, or similar holiday, may be installed commencing on Thanksgiving and shall be removed not later than January 15<sup>th</sup> of the following year. Brackets, clips and other holders for holiday lights that are installed on a house must be removed at the time that the lights are removed.

4. No more than 3 individual inflatable display items are permitted for any holiday.

5. Special decoration displays for Valentine's Day, St. Patrick's Day, Easter, Memorial Day, Independence Day, Halloween, Veteran's Day, Thanksgiving, or other religious holiday may be placed on the exterior of the lot fifteen days (15) prior to the special day and must be removed five days (5) after the special day.

6. Any holiday displays other than those defined above will require the approval of the ACC.

**CC. House Numbers**

1. To aid emergency personnel, delivery people and to conform to Hillsborough County ordinances, each house shall have a readily visible number permanently attached to the front of the house.

2. The numbers shall be located over the garage door or near the entrance to the front door, in a location clearly visible from the street.

3. House numbers shall also appear on the mailbox post in the same size, color and material used throughout the community.

4. Periodically you may receive solicitations to paint your house numbers on the concrete curbing of the street. The literature is formatted in a manner to make it appear that the contractor has permission to do this work and is performing a valuable service. Please be advised that we did not and will not hire a contractor to perform these services.

**DD. Irrigation**

1. Irrigation may be installed in the front, side and rear yards of houses.
2. For houses where this is not the case, the lack of an installed irrigation system does not relieve you of the responsibility of maintaining your lawn and landscaping to the minimally acceptable community standards.
3. In periods of extreme drought and tightened water restrictions, the Association will waive the portions of the community standards requiring the replacement of dead grass and landscaping until the restrictions are lifted. After the restrictions are lifted, all dead grass and landscaping shall be replaced within thirty (30) days.

**EE. Landscaping**

1. The addition or removal of any landscaping is a landscape change subject to the power of the ACC to promulgate guidelines. The following Guidelines shall apply:
  - a) Landscaping may be added to or removed from the yard of any Lot, but only with the approval of the ACC.
  - b) Maintenance of the lawn and landscaping shall mean at a minimum, upkeep, maintenance and preservation of that which was initially installed by the builder of the house on the Lot.
  - c) Any Lot owner who wishes to modify and change the landscaping installed by the builder of the house on his Lot, to a xeriscape (refer to 19 in this section for guidelines) or low water-usage design must first obtain approval from the ACC. The Alteration Application requesting this approval must be accompanied by a landscape design that is a certified Florida-friendly yard under the Florida Yards and Neighborhoods (FYN) program. Information about this program can be obtained through the Hillsborough County Extension Office at (813) 744-5519 or online at [http://hillsborough\\_fyn.ifas.ufl.edu/](http://hillsborough_fyn.ifas.ufl.edu/)
  - d) The ARC encourages all Owners to follow the Florida Friendly Landscaping Principles shown below when making changes to their landscape design.
    1. Right plant at the right place
    2. Water efficiently
    3. Fertilize appropriately
    4. Mulch
    5. Attract wildlife
    6. Manage yard pests responsibly
    7. Recycle yard waste
    8. Reduce storm water runoff
    9. Protect waterfront

**2. In General**

- a) Certain areas have been designated as open space, wetland

or preserve within the community and shall be maintained as required by regulatory authorities and as described in specific permit conditions and in the Declaration. No Owner or Occupant may mow, trim, remove vegetation, fertilize, apply chemicals to, maintain, alter or modify any area not owned by the Owner, including areas set aside as open space, wetland or preserve.

b) Proposed changes to landscaping require detailed plans indicating any removal and relocation of trees, additional planting of trees and shrubs. Quantity, approximate size and types of plants shall be identified. The landscaping plan must detail the location of beds and planting materials. Most landscaping contractors will prepare this diagram for you. Be sure that plantings are not in an area of underground wiring, cables or irrigation pipes. Any required changes to the irrigation system will be at the homeowner's expense. Call Sunshine State hotline at 1-800-432-4770.

c) Plantings must conform to current County requirements. No Owner or Occupant shall plant annual, shrubs or trees that are considered invasive or prohibited to be planted in this County or State.

d) The home builder will be installing a landscape package on each residential Lot. This package conforms to specific County requirements and may not be altered, removed or otherwise destroyed. If original plantings die, they shall be replaced in substantially the same form and size.

e) Plantings must conform to current County requirements. No Owner or Occupant shall plant annuals, perennials, shrubs or trees that are considered invasive or prohibited to be planted in this County or State.

f) Some general recommendations for effective landscaping include:

(1) Minimize the number of different plants used;

(2) make mass groupings of the same plant – avoid the variegated look of alternating plant types;

(3) Consider the ultimate size of each plant; its mature scale, cold hardiness;

(4) Plan for efficient watering by grouping plants with similar water requirements together; and

(5) Plan for proper Maintenance

g) Trees and shrubs shall not be planted any closer than 5 feet from any property line unless approved by the ACC.

h) Trees, hedges and shrubs that restrict sight lines for vehicular



traffic shall be trimmed back or removed.

i) Landscape architectural features may include such items as benches, planters, yard lights, etc. as an integral part of a landscape design. Drawings must be provided which clearly show the location, size and materials planned for these features. In addition a photograph of the house and the relationship of the feature to the existing or proposed landscape must accompany the submittal. Landscape architectural features will be located only in the planting beds originally installed by the builder.

j) With the exception of dead trees or plants, no landscaping shall be removed without the prior written approval of the ACC.

k) No changes in landscaping shall alter the approved drainage plans for the Owner's lot or any adjoining property.

l) Minimum Quality and Grade: All plant materials shall equal or exceed the standards for Florida No. 1 grade as given in "Grades and Standards for Nursery Plants", Parts I and II, State of Florida, Department of Agriculture current edition and any amendments thereto. All sod shall equal or exceed the Standards for Florida Premium Grade or Florida Standard Grade as established by Turfgrass Producers of Florida.

m) All plant materials shall be true to name, size, genus, species and variety as established by the American Joint Committee on Horticultural Nomenclature publication Standard Plant Names and as per the recommendations and requirements of ANSIZ60.1, American Standard for Nursery Stock.

n) Originally installed landscape beds shall not be altered as to width, curvature and the like and all originally installed trees and plant materials shall be maintained and may not be replaced without approval.

o) Newly installed landscape beds adjacent to the house shall not exceed two (2) feet in width or a width that is at least five (5) feet in from the property line. Non-adjacent plantings shall be planted a minimum of five (5) feet in from the property line so that plantings do not extend over the property line.

3. **Berms**

a) Except as installed by the developer or builder, earthen berms shall not be permitted.

4. **Buffer Landscaping Between Lots**

a) Side yards between Lots may be landscaped with plant materials to provide visual screening. Continuous linear runs shall not exceed twenty five (25) feet in length and must be at least ten (10) feet back from the front corner of the house (same as Fence Guidelines). Normally, no more than one (1) landscape buffer will

be permitted on each side of a Lot. Curvilinear shrub hedges augmented by ornamental, shade and/or palm trees are preferred.

b) Buffer landscaping shall not be located any closer than five feet (5') to the property line as measured from the tree trunk or plant material's main trunk. Buffer landscaping shall not extend into any front yard setbacks or obstruct the vision and safety of vehicular or pedestrian traffic.

c) All buffer landscaping shrubs shall be planted and maintained so as to form a continuous, unbroken 80% visual screen within one year of installation. Shrubs shall consist of one predominant species, shall be planted thirty inches (30") apart, on center, with each plant having a minimum size of three gallons, thirty-six inches (36") tall and eighteen inches (18") wide at the time of planting and maintained to achieve a minimum of forty-eight inches (48") in height within one (1) year of planting.

d) On view corridor Lots, shrub material from the rear building set back to the property line shall be maintained at a 4 foot height to ensure visibility. The selection of buffer landscaping species shall be made from the approved Plant Materials List.

5. **Edging or Landscape Borders**

a) Poured concrete curbing, concrete edging blocks, stacked stone or slate and black or green plastic edging are the only acceptable forms of edging (see examples at the end of section).

b) Only one style of landscape curbing and/or edging may be used in areas of the lot which are not enclosed by a privacy fence.

c) Poured concrete curbing shall be the natural concrete color or a natural earth tone color added to the concrete mix at time of pouring. No painting or staining will be allowed after pouring. A color chip shall accompany the request. No design other than stone or block may be used.

d) Edging blocks shall be natural concrete color or an earth tone color. A sample or photo of the edging block shall accompany the request.

e) Edging will be allowed around mulched areas along the perimeter of the house and may be installed around an island which measures a minimum of 150 square feet.

f) Edging will be allowed around individual trees if installed to a diameter of at least thirty-six (36) inches in order to contain mulch and prevent damage to trees from lawn equipment. However, a minimum distance of six (6) feet shall be maintained between any landscape borders.

g) Edging shall not be installed around mailboxes, lampposts,

~~on side of property lines\*, or along driveways. more than one individual tree, on side or rear property lines or within the grassy area between the street and sidewalk.\*~~ All edging shall be of the same type.

h) Black or green plastic edging (standard roll edging) may be installed as long as the grass height covers 90% of the edging.

i) Wire, decorative plastic, resin and wood borders will not be approved.

j) No railroad ties will be permitted.

k) Approved styles of edging and landscape borders are shown below.

#### **APPROVED STYLES OF EDGING or LANDSCAPE BORDERS**



**Styles shown above are poured in place stamped concrete, stone look, Keystone block, retaining wall blocks and stacked slate. Colors may be muted tones of beige, tan, gray, terra cotta or natural concrete.**

#### **6. Islands**

a) Landscaping may be grouped in an island to provide a focal point. Islands shall be a minimum of fifteen feet (15') long, three feet (3') wide and shaped in a curvilinear design.

b) In no case shall islands take up more than 30% of the grassy area.

#### **7. Landscape Lighting/Flood Lights**

a) Landscape lighting, solar or wired, may only be installed in landscaping beds and along the walk from the front door to the driveway. It may not be installed along the sides of the driveway, adjacent to the sidewalk or between the sidewalk and the street. Individual lights shall be black, white, or natural metal in color (silver, gold, bronze, copper).

b) Lights shall not be spaced closer than 30 inches on center.

c) Post mounted lights shall not exceed 12 inches in height, hanger mounted lights shall not exceed 24 inches in height from the top of the light fixture to ground level.

d) Lighting shall be low level and recessed to shield the source of the light. Low voltage fixtures shall be located and aimed carefully. Tree mounted lights are not allowed.

e) Junction boxes and other lighting hardware shall be placed below grade or screened by landscape material to minimize daytime visibility.

f) Lights may not shine onto other properties or onto the sidewalk or street.

g) Rope lighting is only permitted for holiday use.

h) The following examples shall be eligible for "Express approval".



#### 8. **Minimum Size Requirements – Plants and Trees**

- |   |                    |
|---|--------------------|
| a) Shade trees                          | 2" caliper minimum |
| b) Flowering/Ornamental Deciduous Trees | 3' height minimum  |
| c) Evergreen trees                      | 3' height minimum  |
| d) Shrubs for border landscaping        | 3 gallon minimum   |
| e) Shrubs and Perennials                | 1 gallon minimum   |

#### 9. **Mulch, Rocks and Stones**

Florida Friendly Landscaping guidelines indicate that gravel, river rock, shell and similar materials should not be used as a major landscape ground cover or mulch because of the increased need for herbicide use, lack of habitat value and the fact that they reflect rather than absorb heat and do not produce oxygen like plants. The ACC discourages use of these landscape bed materials as well as rubber mulch and recommends that Owners research the pros and cons of these types of mulch.

a) Dark hardwood chips, natural color shredded mulch, and Pine bark are approved for landscape beds. Pine straw and rubber mulch in earth tone colors may be used in beds at the rear of the home but in not street facing beds.

b) Stone (natural rock) may be used provided that it adheres to the following standards:

- (1) Minimum size:  $\frac{3}{4}$ " in diameter
- (2) Maximum size: 1  $\frac{1}{2}$ " in diameter
- (3) Colors to be earth tone only (buff, beige, charcoal or

brown). No white rocks or stones are permitted (usually referred to as white marble chips).

**NOTE: Provided that the above guidelines are followed, no Alteration Application is required; however, to deviate from this guideline, an Alteration Application must be submitted to the ACC prior to instituting the change.**

- c) No decorative rock shall be permitted as ground cover.
- d) Stones, rocks and boulders shall not be used as bed-edging material and are not permitted on turf areas.
- e) No more than three rocks of varying sizes shall be used as decoration in a landscape. The largest rock shall not exceed thirty six inches (36") in any measurement.
- f) Shrubs or groundcover planted in mass shall have a continuous mulch bed. All mulch installation shall cover the whole bed area with no bare ground showing.

**10. Plant Material – Acceptable**

- a) Individual plantings of annuals which are seasonal in nature and which do not exceed thirty-six (36") in height, may be planted within the original planting bed(s) installed by the builder without obtaining the approval of the ACC. However, plans for all other modifications to any existing landscaping beds or additional landscape beds must be submitted to and approved by the ACC.
- b) Plant materials should be selected and grouped to reflect ultimate growth, maintenance requirements, texture and structural contrast and seasonal color.
- c) Plants shall be grouped together in drifts or masses whenever possible rather than being spaced equally around the property.
- d) Plants must be able to stand up to the rigors of the Florida climate. Tender plants such as Ixora, Croton, Hibiscus, Acalapha, etc., will be allowed as accent plants only, not as base plantings.
- e) Some plants are toxic to children and pets. You should research these issues carefully before selecting plant materials.
- f) The Estuary is located in Zone 9A. Please refer to your Document CD or the following web site for a list of acceptable plants for your community. This document will also provide you with the best location and environmental conditions for each plant that is hardy in Zone 9A.

[http://fyn.ifas.ufl.edu/pdf/FFL\\_Book\\_Zone\\_9A\\_081610.pdf](http://fyn.ifas.ufl.edu/pdf/FFL_Book_Zone_9A_081610.pdf)

11. **Plant Material – Unacceptable**

a) Certain plant species shall not be permitted at The Estuary because of their nuisance characteristics, exotic origin, pest problems, or high maintenance concerns. The following shrubs, groundcovers, etc. are prohibited for use in the landscape:

Air plant	<i>Catopsos berteroniana</i>
Air Potato	<i>Dioscorea bulbifera</i>
Angel's Trumpet	<i>Datura spp.</i>
Barberry	<i>Barberis spp.</i>
Bromeliads **	<i>Aecmea spp.</i>
Cactus **	<i>Cereus spp.</i>
Cattail	<i>Typha latifolia</i>
Century Plant **	<i>Agave Americana</i>
Coral Vine	<i>Antigonon leptopus</i>
Euphorbia/spurge	<i>Euphorbia spp.</i>
Firethorn **	<i>Pyrocantha coccinea</i>
Glorybower	<i>Clerodendrum</i>
Kudzu	<i>Pueraria lobata</i>
Pampas Grass	<i>Cortaderia selloana</i>
Potato vine	<i>Ipomoea spp.</i>
Psychic Nut	<i>Jatropha curcas</i>
Vitex	<i>Vitex spp.</i>
Yucca	<i>Yucca spp.</i>

\*\* may be planted within a fenced back yard.

b) Homeowners should exercise care and not plant any plants, trees, vines, etc. that are known to be invasive or non-friendly to this area. For further information, please check out: <http://plants.ifas.ufl.edu/education/district4.html>

12. **Ponds and Waterfalls**

a) A plot plan showing the location of the pond and/or waterfall must be submitted with the application. If the pond is being constructed from a kit, a picture would be helpful.

b) Design of these features should discourage creation of stagnant pools of water.

c) Ponds and waterfalls shall be located in landscaped area within a fenced back yard and situated in a manner that does not permit sounds from the pond, waterfall or its equipment to be a nuisance to neighboring properties.

13. **Trees – Planting**

a) All trees planted must be on the approved species list published by Hillsborough County Natural Resources Unit. All tree planting is subject to prior ACC approval. We recommend that you check for any updates prior to completing your Alteration Application. Any tree or shrub not listed in the Hillsborough County Approved Trees and

Hedge Materials List, at the time of planting, will not be approved. See also section 16 for specific Street Tree requirements. <https://www.hillsboroughcounty.org/library/hillsborough/media-center/documents/development-services/permits-and-records/permits/natural-resources/approved-tree-and-hedge-materials-list.pdf>

b) Tree staking materials shall be used when necessary to achieve a straight tree with a neat appearance. All staking materials shall be removed no later than one (1) year after initial installation.

c) Fruit and citrus trees are required to be planted in the rear of a fenced yard and must be located at a distance from the property line that will not allow encroachment of the mature tree onto a neighboring property.

#### **14. Trees – Relocation**

a) When relocating existing trees all reasonable efforts must be made to ensure survival. Existing trees to be relocated shall be pruned then immediately replanted, firmly secured in the ground by staking and adequately watered and fertilized until well established and rooted. It's recommended that relocation of trees be done by a licensed professional who will adhere to the nursery standards for relocating. The relocation of all trees is subject to prior ACC approval.

b) Any tree relocated due to construction, such as the installation of a swimming pool, shall in addition to the above, be barricaded against the construction activity with silt fencing or other acceptable barrier.

#### **15. Trees – Removal and Replacement**

The removal or destruction of any tree and distinctive flora is a landscape change and, therefore, subject to the authority of the ACC to approve or disapprove the removal or destruction of trees. The following guidelines shall apply to the removal or destruction of trees and distinctive flora:

a) Trees that have been planted at the direction of the builder/developer to meet County development requirements shall not be intentionally destroyed or removed.

b) Removal of any existing tree is subject to prior ACC approval. An approved Hillsborough County Tree Removal Permit shall be submitted to the ACC when a tree meets certain criteria. Please refer to the Hillsborough County Resident Tree Removal Guide to ensure compliance with all county regulations. <https://www.hillsboroughcounty.org/library/hillsborough/media-center/documents/development-services/permits-and-records/permits/natural-resources/hillsborough-county-tree-removal-guide.pdf>

c) All existing trees that are diseased or damaged to a degree of

severity that warrants replacement or deceased; shall be replaced in accordance with section 13a. See also section 16 for specific Street Tree requirements.

16. **Trees – Street Trees**

A street tree is hereby defined as a tree located in the right-of-way (ROW) easement located adjacent and parallel to the back of the sidewalk. Regulations regarding street trees are governed and enforced by Hillsborough County Municode Sec. 6.06.05 and Hillsborough County Natural Resources Unit.

a) Street trees shall be sound, healthy, disease free, and without objectionable disfigurement.

b) No street tree shall be removed without replacement in order to preserve the necessary amount of required street trees.

c) Other than street trees, there shall not be any plantings other than sod in the right-of-way (ROW) easement located adjacent and parallel to the back of the sidewalk. No landscape borders, decorative curbing or landscape lighting be installed around the tree.

d) Replacement of street trees requires prior ACC approval. Replacement of street trees that are diseased or damaged to a degree of severity that warrants replacement or deceased shall meet the following criteria:

1. Shall be a minimum height of 6 feet.

2. Shall be the following species:

- Crape Myrtle (*Lagerstroemia indica*)
- Elm, Winged (*Ulmus alata*)
- Holly, Dahoon (*Ilex cassine*)
- Palm, Foxtail (*Wodyetia bifurcata*)

3. When substituting shade trees for foxtail palms, it shall be at a 2:1 ratio. Please refer to the Hillsborough County Natural Resources Unit to ensure compliance with all county regulations.

4. We recommend that you check for any updates prior to completing your Alteration Application. If any street tree above is no longer listed in the Hillsborough Approved Trees and Hedge Materials List, at the time of planting, will not be approved.

<https://www.hillsboroughcounty.org/library/hillsborough/media-center/documents/development-services/permits-and-records/permits/natural-resources/approved-tree-and-hedge-materials-list.pdf>

e) Street trees shall be perpendicular to the ground, symmetrical in form, with a single trunk.

f) Street trees shall maintain a minimum clearance height of 14 feet over roadways and a 10-foot minimum clearance height over sidewalks. Smaller street trees shall be trimmed so that branches,



leaves, or any part of tree will not encroach the sidewalk or roadway below the minimum clearance height.

g) Street trees shall maintain a clear singular trunk with all basal shoots removed up to the canopy. Foxtail Palm trees shall be free of dead leaves as they shed.



#### 17. **Trellises, Lattice, Arbors, Arches and Pergolas**

a) No more than three trellises will be permitted and they are not allowed to be placed on the front façade of the house.

b) Trellises for supporting plants shall be placed within the roof overhang on the side or rear of the house.

c) Trellises must be constructed of weatherproof material, such as PVC or metal and will be kept in good repair. Wooden and wire trellises will not be approved.

d) Attaching trellises to the house may void applicable warranties from the home builder. Homeowners are advised and encouraged to consult with the builder before attaching anything to the house walls, fascia, roof, etc.

e) Trellises must remain plumb, level and structurally sound. If notified by the manager that the trellis needs repair or replacement, resident must make repairs or remove the trellis within 45 days.

f) A free standing metal obelisk style trellis no taller than four feet (4') may be used in a landscape bed. It must be anchored into the ground in a manner that allows removal upon notice of a hurricane warning.

g) Arches, arbors, pergolas and similar structures may not be constructed within the front or side yard of a home. They may be constructed of vinyl or metal and located within a fenced yard no

closer than ten feet (10') from the property line. They may not be taller than seven feet (7'), must be anchored in concrete and designed to withstand 130 mph winds and must be an integrated part of the landscape design.



Examples of approved styles of trellises, arbors and pergolas used for landscaping design element.

**18. Pergolas used as a shade structure**

- a) Pergolas may be made of cedar or tan PVC.
- b) If constructed of wood, the wood must be kept treated with a clear sealant to preserve the material and color of the structure.
- c) Fabric sling/canopy will not be allowed. Only one such shade structure will be approved.
- d) The overall size and height of the structure will be determined by the location and surrounding environment.
- e) The structure must be located within the rear setback of the house.
- f) The structure must be installed per manufacturers specifications, meet all current building codes and be designed to withstand 130 mph winds.



Examples of Pergola shade structures

**19. Vegetable, Herb and Cutting Gardens, Compost Bins**

- a) Vegetable, herb and cutting gardens shall be confined to a fenced rear yard and plants shall not exceed fence height.
- b) Gardens shall be properly maintained during the growing season and thereafter, all dead plants, stakes or other materials shall be removed.
- c) Composting is only permitted in commercially manufactured bins designed specifically for suburban composting and must have ACC approval prior to placement of the bin on the Lot. Any such bin shall be covered at all times.
- d) Compost bins shall be located a minimum of fifteen feet (15') from neighboring property lines.
- e) Should an adjacent property owner complain regarding odors, rodents or other animals that are attracted to the bin, the Association will notify the Owner in writing and they must immediately remedy the situation. In the event that the Owner does not abate the problem within ten (10) days from receipt of notice, the Association shall have the right, without further notice to enter the property and remedy the problem. All expenses incurred shall be assessed to the homeowner.

**20. Xeriscape**

- a) Yard will have a band of sod from the sidewalk up to the landscape bed. This band should be curving and of varying width. The minimum sod width will be two feet (2'). There should also be a band of sod not less than one foot (1') in width on either side of the driveway. Side yards will also have a band of sod at the property line that is a minimum of three feet (3') wide. The preferred sod is St. Augustine.
- b) All plants will be Florida Friendly Plants and chosen from the acceptable Zone 9A plants shown in the following web site.  
[http://fyn.ifas.ufl.edu/pdf/FFL\\_Book\\_Zone\\_9A\\_081610.pdf](http://fyn.ifas.ufl.edu/pdf/FFL_Book_Zone_9A_081610.pdf)



Examples of Xeriscape Design with bands of sod

**GG. Lawn Furnishings**

- 1. Please refer to item T. Front Entry of Homes on page 35. All other

types of lawn furniture will be located in the rear of the home and not be visible from the street in front of the home.

2. Swings and patio style furniture will not be approved for placement in front of the home.

3. For safety reasons all lawn furniture shall be removed when residence is unoccupied for a period of seven (7) days or more unless prior arrangements have been made with a neighbor.

4. **All lawn furniture shall be removed upon issuance of any storm warnings of a Tropical Storm Warning or higher.**

#### **HH. Lawns**

1. Lawns shall be maintained in accordance with adopted policies that define the minimum community standards.

2. All Lots shall have grassed front, side and rear lawns.

3. No gravel or similar type lawns will be permitted.

4. All lawns shall be sodded with St. Augustine or other approved Florida Friendly grass and irrigated unless dictated otherwise by local municipalities. When replacing the builder installed St. Augustine sod with another type of grass, ACC approval is required.

#### **II. Lighting**

1. All exterior lighting shall be consistent with the character established in The Estuary and be limited to the minimum necessary for safety, identification, and decoration.

2. Owners may not install security spotlights or flood lights unless light are activated by a motion sensor.

3. Fixture design and location shall be compatible with the design of the Home.

3. No spot lights, flood lights, or other high intensity lighting will be placed or utilized upon any house so that the light is directed or reflected on neighboring property.

4. Bollard light fixtures are not permitted.

5. Enclosures of light fixtures shall be designed to conceal the lamp bulb. Light bulbs may not exceed the manufacturer's recommendation for bulb wattage.

6. Fixtures may be incandescent, metal halide, mercury vapor, or high pressure sodium lamps. Bug lights and colored light bulbs are not allowed.

7. No lighting shall be permitted that constitutes a nuisance or hazard to any owner or neighboring resident.

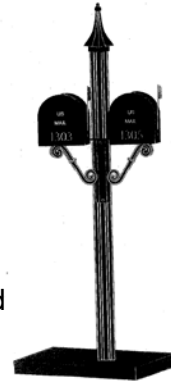
8. Post mount light fixtures shall be permitted in the rear of the house and not visible from the street in front of the house.
9. Rope lighting is only permitted for holiday use.

**JJ. Lightning Rods and Brushes**

1. Lightning rods and brushes may be installed and shall be done in a manner that is least obtrusive and uses the minimum number to accomplish the desired purpose. ACC approval is required.
2. Lightning rods shall not be allowed to fall into disrepair. Any lighting rods needing repair or replacement shall be repaired or replaced immediately or completely removed.

**KK. Mailbox**

1. Only one style, design and color of mailbox as pictured here is permitted. Flag and numbers will be gold and all other components will be black. Replacement parts may be obtained from Creative Mailbox & Sign Designs, (800) 804 - 4809.
2. No items shall be mounted or hung from mailboxes or mailbox posts.
3. Decorative wraps on mailboxes are not permitted.
4. Plantings are not permitted around the mailbox.
5. Mailbox and post must be maintained in a clean and operable condition. Unreadable numbers create a hazard for your house when emergency vehicles need to find your address.
6. In instances where there are multiple boxes mounted on one post, Owners will share equally in the cost of post replacement and will pay full cost for their individual box, flag, numbers and arm support.



**LL. Ornaments**

1. Ornaments or decorative embellishments include those on lawns, landscape beds, entryways and those mounted on the house that are visible from the street or common area.
2. Ornaments shall not exceed thirty (36) inches in any dimension; however, based upon the dynamics of the Lot and home, a variance may be considered (i.e. two story home on large Lot with tall landscape plants that will abut the ornament).
3. Ornaments of a solid color shall be white, dark green, brown, natural concrete or stone color. If made of metal, they may be the natural color of that metal.
4. Painted or glazed ornaments shall be as close as possible to the natural color(s) of the subject that they are depicting.

5. A maximum of five (5) ornaments and/or potted plants are permitted in front of the house or in the rear of a home that is not screened with a fence or other approved screening such as landscaping.

6. Lawn ornaments include, but are not limited to:

- a) bird baths
- b) bird feeders
- c) bird or squirrel houses
- d) decorative flags (including holiday, sports, etc.)
- e) fountains
- f) patriotic display items (yellow ribbons, decals, etc)
- g) personal items other than furniture are considered lawn ornaments
- h) plants on hooks
- i) plaques
- j) potted plants
- k) statues
- l) stepping stones within a landscape bed
- m) sun dials
- n) tiki torch (Each torch counts as one lawn ornament and may only be located in the rear yard of a home.)

7. For safety reasons all lawn ornaments shall be removed when residence is unoccupied for a period of seven (7) days or more unless prior arrangements have been made with a neighbor.

8. All lawn ornaments shall be removed upon issuance of any storm warnings of Tropical Storm Warning or higher.

9. No ornaments shall be hung from trees except for bird houses or bird feeders and must be located in the rear yard of the home.

10. Bird feeders shall be mounted five (5) feet above ground level.

11. Bird and squirrel houses shall not be mounted to exceed the roof eave in height. Multiple bird dwellings, i.e. bird coops are not allowed.

12. Ornaments shall not be placed down driveway perimeters, on street catch basins or on utility boxes.

13. Decorative buckets to catch air conditioner water are permitted as long as they are aesthetically pleasing (plastic paint buckets and the like shall not be used).

14. One American flag, one POW and one U.S. Military flag and door wreaths (one per door) are not counted as ornaments.

15. Flower pots containing dead plants and empty flower pots shall be removed from public view immediately.

16. Artificial plants/trees or flower arrangements are allowed on front entryways or lanais only – not in landscape beds or in tree rings.

17. Ornaments and flower pots displayed in sets of two or more will be counted individually. For example, a ceramic duck with two (2) ducklings is three (3) ornaments.

**MM. Outbuildings, Sheds and Storage Containers**

1. Metal, and vinyl sheds, car canopies, and the like are not permitted.
2. All outbuildings, sheds and storage containers ("structure") shall be within a rear yard enclosed with a six foot (6') privacy fence and the peak of the roof must be below the fence level in height. Lots abutting ponds or conservation and that require a four foot (4') open picket fence will not be allowed to have an outbuilding, shed or storage container.
3. The structure must be erected on site, be anchored to the foundation and be designed to withstand 130 mph winds.
4. Structure must conform to the materials (i.e. roof shingles, stucco, etc.) and colors of the home.
5. Overall size of the structure may not exceed 25 sq. ft.
6. The structure must be located a minimum of seven and 1/2 feet (7.5') from the property line and/or any easement on the lot and should not be visible from the street in front of the Home or if a corner lot, from the street side of the Home.
7. Application must show the use, location and architectural design. All outbuildings will be considered on a case by case basis.

**NN. Play Structures, Recreational Equipment and Toys**

1. **In General:**
  - a) All exterior play and recreational equipment, including swing sets, jungle gyms, soccer goals, trampolines, or the like must be located within the rear yard of the property and must be screened from public view. Basketball goals may be located in the front of the house as detailed below.
  - b) Acceptable screening includes landscaping and fences. Trampolines will only be permitted within yards that have a privacy fence or tall hedge and installed as described below.
  - c) All play and recreational equipment must be maintained on a regular basis by the Owner.
  - d) Tree houses and skateboard ramps are not permitted on any portion of the Lot or common properties.
  - e) All play and recreational equipment is to be placed at least seven and one half feet (7.5') in from the rear property line and must be located within the side setbacks of the house.
  - f) All portable play and recreational equipment, including toys, must be removed from public view when not in use, unless within

a fenced rear yard. (Portable play and recreational equipment include items such as toddler's playhouses, basketball equipment, slides, climbers and other large outdoor toys which are normally made of plastics and vinyl and that are not anchored in concrete.)

g) All portable play and recreational equipment shall be removed when residence is unoccupied for a period of seven (7) days or more unless prior arrangements have been made with a neighbor.

h) All portable play and recreational equipment shall be removed upon issuance of any storm warnings of Tropical Storm Warning or higher. Owners shall take all recommended actions to secure non-portable equipment in storm events to ensure that said equipment does not cause bodily injury or damage to other's property.

i) The ACC requires that all applicants for basketball equipment and trampolines obtain signatures from neighbors to the side and rear of their lot indicating that they have been notified of the installation of the play equipment.

j) Basketball equipment and trampolines may not be used between the hours of dusk to dawn.

## 2. **Play Structures**

a) Play structures include but are not limited to, gym and/or swing sets, slides, playsets, playhouses, tetherball poles, etc.

b) A picture and the dimensions of the play structure must be submitted with the Alteration Application.

c) The overall height of play structures may not exceed twelve (12) feet in height. However, the height may be reduced by the ACC based on the lot size and impact on neighboring lots. This will be determined by a site visit.

d) Applications for play structures must include a survey showing its intended placement. The structure's visual impact to neighboring lots and/or the street must be buffered as much as possible with approved fencing and/or landscaping.

e) It is preferred that canopies and "roofs" be of earth toned colors – tan, brown, olive or forest green.

f) Play structures must be securely anchored and installed in a manner so that strong or tropical force winds or higher will not carry it to other properties causing damage or bodily injury.

g) Any detachable parts on play structures must be removed and stored in a safe location when a tropical storm or hurricane warning is in effect.

h) Play structures must be kept in good condition at all times



including repair, painting or staining and the replacement of any canvas.

i) If the play structure will be buffered by landscape the plant material must be 80% opaque, start at a height of forty-eight (48) inches from the ground and may not exceed seventy-two (72) inches of overall height at maturity and then must be maintained at a height of 72 inches at all times. The landscape buffer installation may not alter the drainage of the lot. The proposed plant material and location of landscape buffer must be submitted to the ACC on the Alteration Application prior to installation.

3. **Play Structures – plastic and other toys**

a) Plastic play houses, children's swimming pools and other toys shall be confined to the back yard and screened from public view either by fencing or landscape as defined above.

b) No more than two (2) of these types of toys shall be permitted to remain out for extended periods.

c) All other toys and play materials shall be removed at the end of each day.

d) All play structures and toys shall be removed and secured inside the home in the event that storm warnings of tropical storm strength winds or higher are posted.

4. **Permanent Basketball Goals**

a) Backboard must be constructed of clear fiberglass or acrylic, not plywood or particle board, and shall not exceed fifty-four inches (54") in width with a maximum offset of two feet (2').



b) Backboard must be mounted on a commercially produced black pole designed for such purpose.

c) Goal, net and safety padding for poles (if used) must be maintained in good condition.

d) Backboard or hoops shall not be mounted on houses, garages or fences.

e) Basketball goals must be installed in-ground and securely anchored in a manner that strong or tropical force winds or higher will not carry it to other properties causing damage or bodily injury. It is preferred that the pole be installed in a sleeve that will allow removal of the pole and the backboard when storm events are anticipated.

f) Equipment must be located on the side of the driveway opposite the front entry of the home midway between the house

and sidewalk.

g) A copy of the survey showing the location of the goal shall be submitted with the Alteration Application.

h) Application requires signature of neighbors on each side of the home and the three homes directly across the street.

5. **Temporary Basketball Goals**

Temporary basketball equipment is NOT allowed within The Estuary.

OO. **Rain Barrels & Rain Chains**

1. Rain barrels designed for the purpose of capturing rain from the gutter systems may be used on the side or rear of the house.

2. Barrels shall be placed within an existing landscape bed and screened with plants.

3. Barrels may not exceed three (3) feet in height and shall be earth tones in color.

4. Rain chains may only be used in the rear of the home.

PP. **Reflectors**

Reflectors are not allowed.

QQ. **Roofs**

1. Roofs shall be cleaned within thirty (30) days of notice by management.

2. Roofs shall be high grade architectural (dimensional) shingles with a thirty (30) year life.

3. Metal roofs are permitted - aluminum shingle style only in a color similar to the approved colors for traditional shingle roofs.

Metal roof styles in shake, slate, hidden fastener, exposed fastener, stamped, galvanized steel, copper, zinc, and similar styles that are not congruent with the look of shingle styles in our community are not permitted.

4. Colors shall be shades and blends of gray or brown that coordinate with the exterior body color of the house.

RR. **Roof Extensions/Covering**

No roof extensions (carport or overhang) for a car, boat, equipment or any other purpose will be permitted.

SS. **Screen Enclosures. Patios and Sunrooms**

1. Screen enclosures may have shingled, Elite style insulated aluminum roofs or screened roof structures. If shingled, they shall match the existing

shingles on the house and shall maintain the rear setback as required by County code. If insulated aluminum panels, frame and roof color must be the same if top of roof will be visible to the street. The pitch of the roof shall meet current code requirements.

3. If the roof is screened, it shall be charcoal in color.
4. Framing must be anodized or electrostatically painted aluminum to match the framing of windows on the Home.
5. Screening shall be charcoal and of standard mesh size. No opaque or decorative screening is permitted.
6. Installation will meet all county and state building codes for homes within "C" Wind Exposure Zones and be designed and built to withstand 130 mile per hour winds.
7. All support cables, screws and fasteners shall be of a non-corrosive material such as stainless steel.
8. Structural gutters may be installed but where necessary, must be adjusted to tie into existing home gutters – runoff must be directed in a manner that will not negatively affect neighboring property or common property.
9. Aluminum kick plates will not be permitted on screen enclosures; however, a small kick plate not to exceed ten (10) inches will be allowed on screen doors. Decorative grills may not be installed on screen doors.
10. Sun room walls shall have a stucco finish on the exterior to match the existing house and will be constructed at a height not to exceed thirty-six inches (36"). All construction must be in conformance with Hillsborough County building codes.
11. Vinyl windows (clear or light grey) will be allowed with frames that match the color of the existing window frames. Sample of light grey tint shall be included with application.
12. Roof line may not exceed the height of the house.
13. Gable style roofs that are constructed of Elite style insulated aluminum panels will not be permitted unless the frame is white. Frame and roof of all Elite style insulated aluminum roofs must match in color if the top of the roof will be visible to the streets or neighboring properties.
14. Exterior of the enclosure must be landscaped if not located within a fenced area.
15. Irrigation systems may require modification to ensure 100% coverage of the property. This should be a part of the Alteration Application.

**TT. Screen and Storm Doors**

1. Screen doors will not be allowed on the front of a home.
2. Door frames shall be white, bronze (dark brown) or of a color to closely blend with the trim color around the front door. A color sample of the trim must be submitted with the Alteration Application.
3. Screening shall be charcoal in color and must be maintained in good condition at all times. Any torn or ripped screens shall be replaced immediately.
4. No decorative grilles or bars will be permitted on screen or storm doors with the exception that one (1) horizontal bar may be used on screen doors located at the rear of the home
5. All storm doors must be full glass or full glass as shown in the example. A kick plate is optional.
6. Security doors (metal grilles or bars) are prohibited.



#### **UU. Sidewalks and Stepping Stones**

1. Sidewalks may be installed from the driveway to a side garage door or fence gate leading to the back yard.
2. Sidewalks shall be concrete or pavers to match the driveway, be 30" to 36" in width, and located a minimum of five feet (5') in from the property line.
3. Sidewalks shall not interfere with approved drainage of the current or adjacent lots.
4. Stepping stones are not permitted.

#### **X. Signs**

1. "For Sale" signs will contain The Estuary logo and the name, address and telephone number of one registered real estate broker, or a telephone number of an owner or its agent. Signs and posts will be black and the lettering and logo on the sign will be gold. No other wording will be allowed and no tags may be attached to the sign. (See example)
2. Only one "For Sale" sign will be allowed on a lot and must be placed in the front yard of the home.
3. "For Lease" signs will not be allowed.
4. "For Sale" and "For Lease" signs may not be placed in windows of the home.
5. "Protected by alarm" signs are authorized in landscaping near the front and rear door. Signs shall not exceed six inches (6") by eight inches (8").
6. No other signs are permitted, including contractor advertising signs for



swimming pools, patio or room additions and the like. A “permit board” displaying a building permit from the applicable governmental agency is allowed if that agency requires it to be posted conspicuously.

7. Political signs are limited to two signs no larger than twenty-four inches (24”) by thirty-six inches (36”). Political signs may be displayed for two weeks prior to an election and must be removed on the day following the election.

**WW. Skylights and Solar Panels**

1. Skylights must be integrated as part of the roof design and require prior written approval from the ACC before installation.
2. Solar water heating panels will require approval by the ACC. Any solar panels and related appurtenances and equipment shall be designed and constructed to appear as an integrated part of the building’s architecture. This shall generally mean that the panels shall be roof mounted so that the top surface is flush with the roof surface with all appurtenances recessed into the building’s attic.
3. Solar panels should not be installed on the front street facing side of the home. All pipes must be of a color to blend with the roof shingles and color of house.

**XX. Storm/Hurricane Shutters**

1. Permanently installed shutters may be accordion or roll-up style and must be approved by the ACC.
2. Temporary shutters include lexan panels or similar, aluminum panels and fabric panels. While not advised, if using plywood panels they should be marine grade and ¾” thick.
3. Shutters may be closed or installed 72 hours prior to the expected arrival of a tropical storm or hurricane in the area and must be removed no later than 10 days after the warning is lifted. Should the panels not be removed, the Association is granted an easement to the property to remove the panels and the cost of labor shall be charged to the Owner. The Association is not responsible for any damages caused by the removal or for the costs of storage of the panels.
4. In the event of an actual storm event causing substantial damage to the house, homeowner may request in writing, for an extension to this time period if the repairs and restoration of the house require that the panels remain attached for a longer period of time.
5. Shutters may not be closed or installed at any time other than a storm event as described above.
6. Under no circumstances may storm shutters or protective panels be used as a routine security measure.

**YY. Swimming Pools and Spas**

1. Any swimming pool to be constructed upon any home site shall be

subject to review by the ACC. The design must incorporate at a minimum, the following:

- a) The composition of the material must be thoroughly tested and accepted by the industry for such construction.
  - b) Pool filter equipment must be placed out of view of neighboring properties and the noise level to neighboring properties must be considered in locating equipment. The need to screen equipment may be necessary. All screening must have the prior written approval of the ACC.
  - c) Pool heating equipment must comply with all applicable building, zoning and fire codes.
2. Pools shall be of the in-ground type. Above ground pools are prohibited. The elevation at the top of the pool shall not be over two feet (2') above the natural grade of the lot unless approved by the ACC.
  4. For most Lots, the pool will be required to be located within the side setbacks of the Home; however, each application will be reviewed on a case by case basis in order to accommodate special Lot conditions.
  5. Swimming pools shall not be permitted on the street side of the residence and if on a corner Lot must be screened from the street.
  6. Spas or Jacuzzis shall be of the in-ground type with the exception of above ground types not exceeding three feet (3') in height above the existing grade level. They shall be located in the rear yard and screened from street view and the view of any neighboring property.
  7. Screening of the pool is required either by fencing the property or by a screen enclosure that totally encloses the pool. Landscaping may be installed to provide privacy for screened enclosures. Landscaping for this purpose must receive ACC approval prior to installation.
  8. Irrigation system must be re-installed to insure 100% coverage of sodded and landscaped areas of the property.
  9. Pool heaters and pool filters shall be screened from view from the street by either a fence or landscaping. If using landscaping, Owner shall install enough plants to screen pool equipment from view of the street and other properties. Plants shall be the same height when planted as those planted by the builder at the A/C unit. Plants shall be allowed to grow to the height of the pool equipment, then properly trimmed and maintained at that height. Any dead plants shall be replaced immediately with a plant of the same type and similar height. Screening plans must be included with the original pool application plans submitted to the ACC.
  10. Pool overflow and drainage are required to have a small gravel drain bed (French drain) for chlorinated water to flow into.

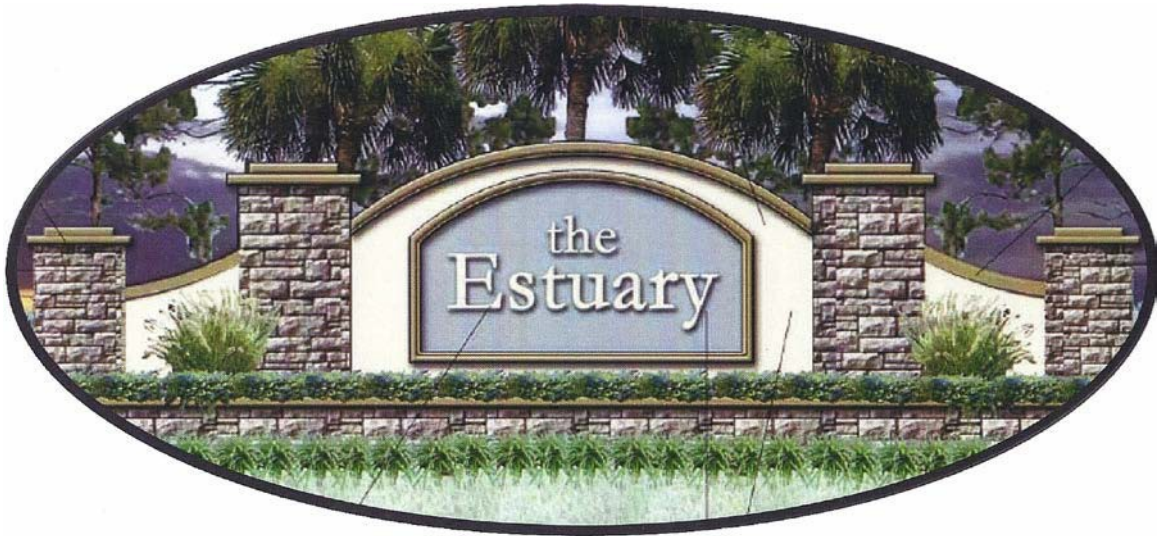
11. Under no circumstances may chlorinated water be discharged onto other homeowners' lawns, community streets, or into retention ponds.

**ZZ. Water Softeners**

1. Installation usually requires a permit. Please check with the County Building Department.
2. Discharge from water softeners shall be routed to an open air sanitary waste line or it may dump into a laundry tub or sewer line with a "P" trap. It shall not drain to the outside open areas.
3. Water softeners shall be screened from view from the street with shrubs or other landscaping under the same guidelines as those for screening HVAC and swimming pool equipment.

**AAA. Windows - Replacement, Tinting and Treatments**

1. Originally installed windows may be replaced with windows of similar style. Replacement window frames shall match existing window frames unless all windows in the home are being replaced at the same time in which instance a request to change style or color may be considered by the ACC.
2. Owners may request to install energy conservation films on windows. Window tinting film applied to the interior of the windows shall be gray in color with no more than 21% solar reflectances and no less than 30% light transmittance.
3. The degree of darkness allowed for non-reflective tinting shall remain with the ACC on a case by case basis. All tinting requests must be accompanied by a brochure or manufacturer's description. All requests must include a sample of the material to be used. This sample will remain with the application and will not be returned.
4. No silver, gold or bronze reflective colors are allowed. No reflective tinting or mirror finishes (to include aluminum foil) will be permitted.
5. Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window covering. Any window treatments facing the front street of the house shall be white, off-white or other neutral color (i.e. interior shutters in a wood tone).
6. Sheets or other temporary window covering may be used for periods not exceeding one (1) week after an Owner or tenant first moves into a House or when permanent window treatments are being cleaned or repaired, but in no case may they be in place for longer than one (1) week.



Conceptual Design by Cornerstone Solutions Group

# *Policies & Procedures*



## **INTRODUCTION TO POLICY ADOPTION**

In the interest of promoting responsible governance and providing homeowners with information on how their Association is run, it is the intent of this section to define the procedure by which matters of policy consideration are pursued and show how and when members may become involved in the policy-making process.

The Association is administered by its Board of Directors, which is both empowered and responsible for establishing policies and standards for the Association that contribute to efficient governance. The individuals elected to serve on the Board have a fiduciary responsibility to make decisions that, in their opinion, serves the best interest of the community and supports the purposes of the Association, as defined in the Declaration.

Members have certain voting rights after turnover from developer control such as electing Directors to the Board or voting them off the Board; and voting on amendments to the governing documents. Beyond that, the powers of operating the Association are given to the Board of Directors. Given that structure, it is more easily understood why the policy-making process is primarily handled within the board and not as a community-wide process.

Some policies are required by State statute while other policies come about as a result of a need for process, consistency, broadened application of the governing documents, or remedy of a situation that is or may negatively impact the community.

### **Operational Policies and Procedures**

Matters of day-to-day administration are generally tasked to the Management Company. Certain procedures are discussed by the Board and adopted into a Policy Resolution as a means of giving Management the direction and authority to act on the Board's guidance as "standard operating procedure." Matters that are procedural and relate directly to the services of Management include (but are not limited to):

1. Collection of unpaid assessments;
2. Enforcement of covenants;
3. Inspection and copying of Association records by unit owners; and
4. Financial management, including investment of reserve funds
5. Board Member Code of Ethics
6. Conduct of Meetings
7. Adopting and amendment of policies, procedures and rules.

These procedural policies are established by completing a thorough review of the Association's Governing Documents and then adding, as determined appropriate by the Board of Directors, any additional steps to more clearly define the process, as many times the Governing Documents are written in generalities, lacking specific details that would make a process complete.

Operational policies are typically drafted with direction received from the Management Company, based on their experience and expertise. Prior to the policy being finalized, it is reviewed by the Association's legal counsel to ensure that it complies with the Governing Documents and other governing authorities.

Operational policies may be amended as deemed necessary and/or appropriate by a majority vote of the Board of Directors.

### **Community Standards**

Rules for the community, referred to as the “Community Standards,” may be proposed by:

1. Recommendation by a member;
2. Recommendation by a committee member;
3. Recommendation by a Board member or collectively by the Board; or
4. Recommendation by management.

When a recommendation for a policy which establishes (or amends) a community standard is received, the Board of Directors shall discuss the merits of the proposed standard(s) in its regular board meeting, which is held in open session. The Board typically will not solicit input from the Members prior to voting on a matter such as this; however, the Board may opt to obtain feedback from some or all of the Members prior to making a final decision.

Once a new standard (or amended standard) has been approved by the Board, it is documented for distribution to the membership. Such distribution may be done by electronic notice, written notice distributed by U.S. Mail, community newsletter, website, or new resident welcome packet.

A member has the right to voice their disapproval of a policy and/or standard (hereafter referred to collectively as “policy”) voted by the Board. The Member must request, at least one week prior to the meeting, to be placed on the meeting agenda. At the meeting, the Board will hear the Member’s opinion. (The Board may limit the amount of time that the Member is given to present their issue.) Upon consideration of the information presented, the Board will make a decision as to whether the policy should be revised or rescinded.

Policies that have been adopted by the Board as of this edition of the Community Standards are included in the pages that follow.



## **ASSESSMENT COLLECTION POLICY**

1. **Due Dates.** The annual assessment as determined by the Association and allowed for in the Declaration, Articles of Incorporation and Bylaws (“the Documents”) shall be due and payable in four installments, due on the first day of each quarter (January, April, July and October). Assessments or other charges not paid to the Association by the tenth (10<sup>th</sup>) day of the month in which they are due are subject to late charges, interest and collection costs.
2. **Coupons.** All owners in The Estuary are required to submit a payment coupon (as provided by the management company) with their maintenance fee check. Since

payments are mailed directly to the bank's lock box, all payments processed without a payment coupon can be delayed up to and exceeding ten days from the date of receipt by the management company. If Owner fails to receive a payment coupon at the beginning of each year or within six weeks of the time of closing, said Owner should contact the management company to request payment coupons or send payment directly to the managing agent's office in a timely manner.

3. **Late Charges Imposed on Delinquent Assessments or Installments.** Any Assessment not paid by the thirtieth (30<sup>th</sup>) day of the month in which it was due is subject to a late charge. The Association shall impose a late charge in the amount of twenty five dollars (\$25). The late charge shall be the personal obligation of the Owner(s) of the Lot for which such assessment or installment is unpaid. Late charges are charged on assessment installments and not on any other costs. All late charges shall be due and payable immediately, without notice.
4. **Interest Imposed on Delinquent Assessments or Installments.** Any Assessment not paid by the thirtieth (30<sup>th</sup>) day of the month in which it was due is subject to an interest charge. The Association shall impose 18% interest, per annum on the outstanding or past due balance. Interest is added monthly at the rate of 1½% on any unpaid assessment amount. Interest is not added to late charges, collection costs, legal fees or any other type of charges except assessments. The interest shall be the personal obligation of the Owner(s) of the Lot for which such assessment or installment is unpaid.
5. **Collection Costs.** All costs and charges incurred by the Association shall become the personal obligation of the Owner(s) of the Lot for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice. This includes all letters required to be sent by Certified Mail which will be charged at a cost of \$10.00 per letter.
6. **Return Check Charges.** In addition to any and all charges imposed under the Documents, the Rules and Regulations of the Association, or this Resolution, the following applies to returned checks or other instruments irrespective of the reason for return:
  - a. A returned check charge, in the same amount charged the Association by the bank, shall be assessed for any returned check irrespective of the reason for return. This charge is in addition to the late fee.
  - b. Such return check charge along with the value of the dishonored check or other instruments shall be payable immediately, upon demand.
  - c. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.
  - d. If two (2) or more checks or other instruments are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's payments for a period of one (1) year, be made by certified check or money order.
  - e. If after this one (1) year period, any checks or other instruments are returned unpaid by the bank, the Association may require that all of the Owner's future payments be made by certified check or money order.
7. **Attorney Fees on Delinquent Accounts.** As an additional expense permitted under the Documents, the Association shall be entitled to recover its reasonable attorney's fees and collection costs incurred in the collection of any assessments or other

charges due the Association from a delinquent owner. The reasonable attorney's fees and other collection costs incurred by the Association shall be due and payable immediately when incurred, upon demand. These charges may be considered an Individual Assessment.

8. **Application of Payments Made to the Association.** Payments received from an Owner will be credited in the following order of priority:
  - a. Interest, then to late fees, then to court costs and other costs of collection
  - b. Legal fees
  - c. All other charges incurred by the Association as a result of any violation of an owner, his/her family, employees, agents, licensees, of the Documents, Rules and Regulations or Resolutions
  - d. The General and/or Special Assessments for a Lot. Payments shall be applied to the oldest month owed.
9. **Member in Good Standing Status.** Any amounts owing for more than thirty (30) days, including late charges, collection costs, fines, and assessments shall result in the Member losing Good Standing Status. All services included in the monthly assessment are subject to interruption or disconnect. The Association may refuse to approve any Architectural Alteration Applications.
10. **Acceleration of Assessments.** Payments not made in a timely manner may be accelerated by the Board of Directors making the entire balance of the remaining assessments due and payable within 15 days after the notice to Owner is mailed.
11. **Collection Letters.**
  - a. After any Assessment or other charge due the Association becomes ten (10) days past due, the Association may cause, but shall not be required to send, a "late notice" to the owner who is delinquent in payment.
  - b. If payment becomes thirty (30) days past due, the Association shall send a notice allowing the owner forty-five (45) days to make payment of all amounts due, including interest, late charges, attorney fees and any other costs associated with the preparation of the notice. The notice must be sent by registered or certified mail, return receipt requested, and by first class mail to the owner at their last address as reflected on the Association's roster, if the address is a United States address. If the address on the roster is different than the parcel address, then the notice must also be sent to the parcel address. If the address on the roster is not a United States address, then the notice will be sent to the out of country address and the parcel address by U.S. mail. Homeowners will be charged \$10.00 for each certified letter.
12. **Liens.** The Association may file a Notice of Lien against the property of any owner in accordance with the terms and provisions of the Documents. A copy of the recorded Notice of Lien shall be mailed to the owner and Mortgage Lender with a request that the lender send a letter to the delinquent owner advising the owner of the lender's option to accelerate the mortgage debt. These actions are performed by the Association's attorney and the costs for these actions, which are usually several hundred dollars, are added to the lien amount.
13. **Referral of Delinquent Accounts to Attorney.** The Association may, but shall not be required to refer delinquent accounts to its attorney for collection. Upon referral to the attorney, the attorney shall take all appropriate action, including legal required

notices, to collect the accounts referred. Once the Association has referred a delinquent account to its attorney for collection **which includes** a Notice of Lien being filed against a property, neither the Association nor its managing agent shall correspond with the Owner concerning this matter nor accept payment from the Owner concerning the delinquency. The Association will pursue all remedies recommended by the attorney up to and including foreclosure.

14. **Referral of Delinquent Accounts to Collection Agencies.** The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.
15. **The Association may, but is not required to, grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship.** Such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of relief. In addition, the Association is hereby authorized to extend the time for the filing of liens and lawsuits, or to otherwise modify the procedures contained herein, as the Association shall deem appropriate under the circumstances.
16. **Attaching Rent.** If the house is rented and the owner is delinquent in the payment of assessments, the Association shall provide notice to the Owner and tenant that all future rents shall be sent to the Association until any amounts owed the Association are satisfied.
17. **Individual Assessments for Noncompliance.** Any Individual Assessments for Noncompliance that are levied in accordance with the Covenants Enforcement Policy may become a lien upon the property when the accumulated Individual Assessment balance reaches \$1,000.
18. **Ongoing Evaluation.** Nothing in this Resolution shall require the Association to take specific actions other than notify homeowners of the adoption of these policies and procedures.



**Background:**

**COVENANTS ENFORCEMENT POLICY**

Upon signing a contract to purchase a home in The Estuary, the buyer contractually agreed to abide by the governing documents of The Estuary Homeowners Association, Inc. ("Association"). This contractual obligation applies to all owners, tenants, guests and/or invitees. The governing documents include the COMMUNITY DECLARATION FOR THE ESTUARY ("CCR's") which are recorded in the public records of Hillsborough County and any adopted rules and regulations.

Following are procedures to be followed for the failure by an Owner, their tenant, guest, etc. to abide by the CCR's and the Association's duly adopted rules and regulations:

**Definitions:**

1. **Member in Good Standing Status** – An Owner who is not in violation of their contractual obligation with the Association either because of unpaid assessments or unresolved or repetitive violations. Please see Member in Good Standing Policy.
2. **Notice** – any letter deposited in an official depository or collected by an authorized representative of the U.S. Postal Service which is addressed to the homeowner at the last known address provided to the Association and contains proper postage.
3. **Receipt of Notice** – date that Certified, Return Receipt letter is signed for, or the date that a Priority Letter with Delivery Confirmation is placed in your mailbox as confirmed by the U.S. Postal Service or three (3) business days following the postmarked date on any regular mail that satisfies the Notice requirements above. Failure to claim Certified, Return Receipt letters does not stop the process.
4. **Sanctions** – one or more of the following: costs relating to the violation including letters, travel time and after hours time, costs of lawn service, etc., monetary fines, and loss of Member in Good Standing Status.
5. **Individual Assessment for Noncompliance** – an assessment that is levied against an Owner for failure of the Owner, his family, guests, invitees or employees to comply with the Association's CCR's and rules and regulations. This is described in Section 17.2.5 of the CCR's.

**Process:**

1. Owner (and tenant if applicable) will receive a reminder notice from the Community Manager advising that a condition observed on the property is a violation of the CCR's or Rules and Regulations. The Owner will have ten (10) days to bring the violation into compliance.
2. Homeowner complies within the ten (10) day period. Community Manager monitors on next inspection. ***Or,***
3. Homeowner doesn't comply within ten (10) day period:
  - a) For a lawn maintenance issue, a lawn service provider is sent in to remedy situation. Homeowner is charged actual cost of service plus \$25 administrative fee each time the lawn service performs any services. Lawn service continues performing services until homeowner notifies Community Manager in writing that they are prepared to maintain their lawn to Community Standards.
  - b) If there is no Covenants Enforcement Committee, all violations not remedied within the ten (10) day period may be turned over to the Association's attorney to pursue compliance. Your Association's Documents provide that all costs associated with this process including legal fees may be charged to your account.
  - c) If a Covenants Enforcement Committee is in place, a second letter is sent (Certified, Return Receipt Requested). This letter notifies the homeowner that the violation has not been corrected as previously requested, details the proposed sanction, and informs the homeowner that they may make a **written request** for a hearing **within fourteen (14) days from receipt of the letter** and a statement that if they do not do so, the proposed sanctions will be imposed. Failure to claim

the certified letter or attend the meeting does not stop the process. Homeowners are charged \$10.00 for each Certified letter.

- d) If no hearing is requested, the proposed sanctions shall be imposed.
- e) If a hearing is requested, in writing, within the fourteen (14) day period after receipt of the second letter, the violation will be heard at the next Covenants Enforcement Committee (Committee) meeting. Decision of the committee members must be unanimous in order to impose a fine. Minutes of the Committee meeting shall contain a statement of the results of the Committee hearing and the sanction, if any, that was imposed.
- f) Community Manager sends Certified letter (another \$10 charge) with explanation of Committee action and an invoice for the fine for Noncompliance and Individual Assessment costs which are payable in 5 days after notice of the imposition of the fine. Checks are payable to The Estuary Homeowner's Association, Inc. Individual Assessments, fines for Noncompliance and associated costs may be deducted by Direct Debit if authorized in writing by the Owner.
- g) If not paid in 30 days, Community Manager turns over to the Association's attorney who sends a final demand letter. The Owner shall be responsible for any and all reasonable attorney's fees incurred in forwarding demand letter(s) to the Owner. The prevailing party shall be entitled to its reasonable attorney's fees resulting from the litigation of the matter. The Association may place a lien upon the Owner's property for any Individual Assessment and fines for Noncompliance that is not paid and totals \$1,000 or more.
- h) A fine may be levied on the basis of each day of a continuing violation, except that no such fine shall exceed \$1,000.
- i) All violations of the Estuary governing documents are subject to a minimum fine of \$100 per day or per occurrence, whichever is deemed appropriate by the committee, except that no such fine shall exceed \$1,000.
- j) Daily fines will begin following receipt of notice and will continue until corrective action is taken, and the Community Manager receives written request to re-inspect the violation. Daily fines will be suspended until the Community Manager inspects the violation. Daily fines will resume if a violation fails a re-inspection by the Community Manager. Daily fines will cease when the Community Manager re-inspects the violation(s) and finds that the appropriate corrective action has been taken. Community Manager will issue a written approval to the Owner.
- k) Any Owner's account showing an unpaid fine amounting to \$1,000 or more may have a lien filed against the Lot and such lien will include the collection costs, legal fees and attorney charges associated with the collection process.
- l) Any recurrence of a previously resolved violation within ninety (90) days from the resolution will be considered a continuing violation and the Association will not be required to provide the Member with notice and opportunity for hearing before the Committee.
- m) Based upon the evidence presented to the Committee by the Community

Manager, lack of communication from the Member to the Community Manager or Committee and/or non-appearance of the Member at the committee meeting, will result in an automatic fine in the minimum amount of \$100 being imposed upon the Member.

- n) Owners will be restored to a Good Standing Status when all good standing criteria have been met and the violation has been rectified. After reviewing the Owner's account, the Community Manager will issue a letter stating that "good standing" status has been restored.

*Note: Fines that are levied do not include costs associated with the violation notification process. In addition, revocation of Member in Good Standing Status could result in additional penalties including refusal by Architectural Control Committee to review Alteration Applications.*

### **Covenants' Enforcement Committee Meeting Guidelines**

- The Covenant's Committee will consist of three to nine residents who are not members of the Board of Directors or the spouse of a Board member.
- The purpose of the Covenant's Committee is to gain compliance of the Owner/Tenant with the Covenants, Conditions and Restrictions and the Rules and Regulations of The Estuary Homeowners Association and to make recommendations to the Board of Directors based on the Guidelines for Covenants' Enforcement.
- The Committee will elect a Chairman and a Recording Secretary. The Chairman will conduct the meeting and ensure that the guidelines for the Committee are followed in a fair and impartial manner. The Recording Secretary will keep accurate minutes of the meeting and provide a copy of the Committee's decision to the Community Manager within 72 hours of any meeting of the Committee.
- The Owner/Tenant has the right to have legal counsel and/or witnesses present at the meeting.
- The Owner/Tenant will have the opportunity to state why he/she is not in compliance with the CCR's and/or Rules & Regulations of the Association and to negotiate, when reasonable, for an extension of the time period for coming into compliance.
- The Committee will listen to the case presented by the Owner/Tenant. Committee Members may question the Owner/Tenant and any witnesses that may be present.
- The Committee will review all of the information that has been presented by the Community Manager as well as interview any witnesses or complainants who may be invited to attend the hearing in order to produce evidence to substantiate their complaint.
- After reviewing all evidence and listening to testimony from both sides at the hearing the Committee will excuse all involved parties and render a decision. Imposition of a fine must be by unanimous vote.
- The Committee will have the authority to negotiate Compliance Agreements with a Member/Tenant. Such agreement will include the type of non-compliance issue that has come before the Committee, the necessary steps that must be met for the Member/Tenant to come into compliance and a date for compliance to be



met. A fine for non-compliance will be held in abeyance until the agreed upon compliance date. If in compliance on the agreed upon date, the fine will be waived; if not in compliance, the maximum fine of \$1,000 will become due. The Compliance Agreement will be signed by the Committee Chairman and the Member/Tenant

- If confronted with a difficult enforcement situation or litigation possibilities, the Committee may recommend referring the case to Mediation. The Committee's recommendations regarding Mediation or any other legal action will be forwarded to the Board of Directors for final action.

Please note:

- Committee will not discuss cases individually or outside of meetings.
- Committee is made up of volunteer residents who are not members of the Board of Directors, employees of the Association or family members of members of the Board of Directors.
- Fines go to The Estuary Homeowners Association, not the Community Manager.
- It is recommended that all communication concerning your circumstances, citations, etc. be put in writing and sent to the Community Manager via email or regular mail, so that the Committee may be informed of these issues when making their decisions.
- All violation disputes must be in written form.



## **EMAIL POLICY**

- Board Members may receive meeting notices and support documentation, minutes, relevant correspondence and other information relating to the daily operations of the Association by email.
- Board Members may execute written consents in lieu of meeting by email.
- Committee Members may receive meeting notices and support documentation, relevant correspondence and minutes by email.
- Announcements, notices of meetings, Association Documents, Community Guidelines, forms, and the like may be distributed to Members (tenants if applicable) via email to those who consent to such receipt by providing their email address and written request.
- The Board of Directors may choose to conduct online surveys or voting.
- The following items will not be sent nor accepted by email:
  - i) Assessment Certifications
  - ii) Requests to Access Records
  - iii) Estoppel Letters unless authorized by the recipient

- iv) Notices of Violations of the Rules
- v) Notices of Delinquent Assessments
- vi) Any notices requiring executed mailing affidavits
- vii) Any notices, mailings, etc. not permitted to be electronically transmitted by the Association's Documents or Florida Statutes.



## **EXTERIOR MAINTENANCE OF STRUCTURES AND GROUNDS**

The following standards shall be followed for the maintenance of all exterior improvements on a lot:

- Lots and houses shall be maintained in a neat and attractive manner at all times.
- Houses, fences, mailboxes and other structures located on the lot must be kept clean. Algae and mildew growth must be removed at first indications of "turning green". Driveways must be kept clean of debris, oil, grease, mildew, mold and the like.
- Houses must be re-painted at first signs of paint failure. Signs of paint failure include but are not be limited to chalking of paint, high/low colors, bare materials showing through paint, minor cracks or outline of concrete blocks showing through paint. Houses must be re-painted or a variance request made within forty-five (45) days of notification from the community manager that the house needs repainting.
- Damaged materials, gutters, doors, or broken windows must be replaced and appropriate touch up of surrounding area completed within thirty (30) days of notification by the community manager.
- Trash and garbage should not be allowed to accumulate or be stored in view of the public and must never be allowed to create a health hazard to others. This includes but is not limited to newspapers and flyers on the driveway, grass, tree and shrub clippings, etc.
- Storage of materials for building projects, furniture, ladders, garden supplies, shoes, toys, etc. must be out of public view and within the garage or a fenced area. Front entry porch, screened lanai or the side of the house is not an appropriate storage area.
- Limited furniture may be approved for the front entry area. All other lawn furniture, grills, etc. must be stored in the backyard out of public view (cannot be seen from the street).
- All fences must be kept clean and in good repair.
- Landscape borders, trellises and lawn ornaments must be kept in good repair and removed when damaged or when colors have faded.

- All screen enclosures must be maintained and may not become a storage area. Screens (enclosures, windows and doors) must be replaced when torn or damaged and loose panels must be re-installed. All screen material must be charcoal in color.
- Play equipment and toys should at all times be kept in the rear of the house and screened from public view by a fence or landscaping. Canvas canopies on playsets must be replaced when faded or torn.

**Note: After proper notification is given to the Owner, the Association has the right to enter a property and complete any repairs or maintenance if the Owner does not respond within the specified period of time. Should the Association contract for providing the needed maintenance, the cost of materials, labor, administrative charges and out-of-pocket expenses for the Association plus any attorney fees will be charged against the homeowner and a lien immediately placed against the property if not paid within ten (10) days of receipt of invoice for the charges.**



## **FIRES, FIREARMS, FIREWORKS, ETC.**

- Fires including bonfires are not permitted to be set anywhere within the community. Homeowners may use covered fire pits in their back yards if doing so under proper supervision.
- Open burning is not permitted under any circumstances.
- Firearms may not be discharged or threatened to be discharged within the community unless by a law enforcement officer.
- For the purpose of this policy, firearms are defined as all guns including BB guns and pellet guns, bows and arrows, slingshots and the like.
- Hunting and fishing on community property is prohibited.
- Fireworks other than sparklers are not to be discharged within the community property. Sparklers may be used if the current County requirements permit their use and the County is not in drought conditions.



## **GARAGE SALES**

The Estuary Homeowners Association may coordinate and pay for the advertising of two community wide garage sales per year. This event will be coordinated by the Community Spirit Committee. Individual garage sales will not be permitted.



## **INSPECTION & COPYING OF ASSOCIATION RECORDS**

### **1. RECORDS DEFINED**

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- a. The records available for inspection and copying by a Member are those designated by the Florida Statute 720.303 (5) as amended from time to time.
- b. The Association's Board may withhold from inspection any records that in its reasonable business judgment would:
  - Constitute an unwarranted invasion of privacy;
  - Constitute privileged information under the attorney-client privilege;
  - Involve pending or anticipated litigation or contract negotiations; and/or
  - Involve the employment, promotion, discipline, or dismissal of a specific Board Member or employee.
  - Documents which the Association is prohibited from disclosing to a third party as a matter of law;
  - Inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations which have not been formally approved by the Board.
- c. A list of Members containing their addresses and/or phone number will not be released to anyone not a Member.

### **2. PERSONS ENTITLED TO INSPECT OR COPY**

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Every Member shall have the right to inspect or copy the Association's records in compliance with the rules and procedures contained in this policy. A Member may authorize, in writing, an attorney or other designated representative to conduct the inspection or request copies on the Member's behalf. Any such authorized representative shall be considered a "Member" for purposes of this policy.

Access to Association records shall be provided to Members who are in "good standing" at the time of the written request. For purpose of this Resolution, a Member in "good standing" shall be defined as a Member who has fully paid all installments due for assessments made against the Member and/or his/her Lot/Unit, together with all interest and late charges, costs, attorney's fees, penalties, fines and other expenses. Members who seek to challenge a determination that they are not in good standing may review their own unit records and other records which are deemed reasonably related to the matter(s) that resulted in the Member's loss of good standing such as: inspection records concerning his/her own unit, the current Association budget, a statement of the Member's account and correspondence with the Member directly related to the delinquent assessment(s), fine(s) or other charge(s).

### **3. WRITTEN REQUEST REQUIRED**

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- a. Inspection or copying shall be limited to those records specifically requested in advance, in writing by regular, priority or certified mail (no email). A Member who wants to inspect or copy the Association's records shall submit a written request to the Association's office or complete and submit the attached Request for Access to Association Books and Records form. Request must be submitted by Certified Mail. The request must specify the particular record desired, including pertinent dates or time periods, and shall state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the Association to retrieve the particular record(s) requested.
- b. The Association shall make records available for inspection on or before the tenth (10<sup>th</sup>) working day after the Association actually receives the written inspection request. This time frame may be extended upon the Member's written request, or if the records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Member (by telephone, in person, or in writing) that the records are available, and specify the time, date, and place for the inspection.

#### **4. INSPECTION RULES**

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- a. All inspections shall take place at the Association's office or at such other location as the Association designates between the hours of 10:00 AM and 4:00 PM on any Monday through Thursday and 10:00 AM and noon on Friday, except on a legal holiday.
- b. The record inspection session is limited to working hours and shall not extend beyond two hours at a time.
- c. The record inspection will be under the supervision of someone designated by the Association to monitor and assist in the record inspection. The Association may institute any supervision or reasonable security measures during the inspection.
- d. No Member shall remove original records from the location where the inspection is taking place.
- e. Members shall not alter the records in any way. Marks may not be made on any record and the record sequence must not be altered.
- f. The maximum number of Members present during the inspection shall not exceed four.

#### **5. COPYING RULES**

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- a. If a Member wants a copy of any record, the Member shall designate in writing the record desired. Any written request shall designate the specific record or portion thereof. Inspection or copying shall be limited to those records specifically requested in advance, in writing by certified mail (no e-mail or fax requests).
- b. During an in-office inspection, the Member may designate such record by use of a tab, clip, or Post-It note upon the page(s) desired.
- c. A Member shall pay fifty (50) cents per single sided page for regular or legal sized photocopies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records

requested to be copied exceed 25 pages in length, the Association may have copies made by an outside vendor or Association management company personnel and may charge the actual cost of copying, including any reasonable costs involving personnel fees and charges at an hourly rate for vendor or employee time to cover administrative costs to the vendor or Association. A duplexed copy is considered two copies. Two separate documents will not be copied on a single page simply to minimize the per page copy cost. Copy costs are payable in cash or by personal check, at the time the copies are delivered. However, the secretary or manager may require advance payment in his or her discretion, taking into account such factors as the amount of the copying charge, the Member's payment record, and other relevant factors.

- d. Copies shall be available at the Association's office within five working days of receipt of the request. If the Member has prepaid and the copies are not available within five days, payment shall be returned and copies shall be free. In rare cases, the request for copies may be of voluminous nature or condition of the records may make this time frame impractical. In such cases, the Member shall be so informed and the copies will be made available as soon as is practical.
- e. A Member shall pay \$50 per man hour for any time spent by the Community Association Manager supervising a records inspection or providing copies of requested records if the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length.
- f. No members may inspect the official records of the Association for more than the equivalent of one 8-hour business day per month.

## **6. MANNER OF INSPECTION OR COPYING**

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- a. Members shall not exercise their inspection or copying rights in order to harass any other Member or resident, Association agent, officer, director, or employee.
- b. All people inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or such other location where the inspection or copying is taking place. The Association office, or place of inspection or copying, shall assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection shall be directed only to that staff person.
- c. The Association shall maintain a log detailing:
  - The date the written request was received;
  - The name of the requesting party;
  - A list of the requested records;
  - The date the Association notified the Member that the records were available;
  - The date the records were made available;
  - The date of actual inspection or copying; and
  - The signature of the Member acknowledging receipt of, or access to, the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection or receipt of copies.

## **7. ENFORCEMENT OF INSPECTION & COPYING RULES**

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- a. Any violation of these rules shall cause the immediate suspension of the inspection or copying until the violator agrees in writing to comply herewith.
- b. The Association will not honor any requests for inspection or copying that do not comply with this policy. Within five working days of receiving the noncompliant request, the Association shall send a written notice to the person who made the request indicating the nature of any noncompliance. Any Association representative who receives an oral request for inspection or copying shall refer the person making the request to this policy, and the Association will have no further obligation to respond until it receives a written request sent via Certified Mail.
- c. The Association's Board may take any available legal action to enforce these rules, including a fine for Noncompliance. The Association's Board may pursue any Member for damages or injunctive relief or both, including any reasonable attorney fees, for abuse of inspection and copying rights, including use of records for any purpose other than that stated in the Member's request.

**NOTE: Florida Statute 720.303(5)(a) requires that records request be made via certified mail. return receipt requested.**

[A Records Request Form is located in the Forms section of this book.]



## **LAWN & LANDSCAPE MAINTENANCE STANDARDS**

The following lawn maintenance standards apply to landscaping maintained by Owners and residents of The Estuary.

**Trees.** Trees are to be pruned as needed and shall be maintained with a canopy no lower than eight feet (8') from the ground. Trees should be pruned during the growing season to promote shaping and thinning and to remove branches that interfere with nearby improvements, pedestrian or vehicle traffic. During the dormant season, trees should be pruned to remove dead, damaged or crossing branches and to develop the natural form of the tree. Dead or diseased trees should be removed or trimmed as soon as discovered, after taking appropriate measures to protect against the spread of disease and will be replaced as necessary to maintain the original appearance of the lot or to conform with County minimum requirements. Tree topping which leaves limbs and branches greater than one-half inch (1/2") in diameter exposed will not be allowed. If the tree will not be replaced in its original location, the stump must be ground below the sod line, the hole filled level and sod installed.

**Shrubs.** All shrubs are to be trimmed as needed. Shrubs should be maintained at window ledge height but in no instance higher than the height of the first window pane. Dead shrubs shall be removed and replaced with the same size and species or an Alteration Application for approval filed within ten (10) days.

**Grass.** Grass shall be St. Augustine unless an alternative has been approved, and shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of five inches (5") in height. This includes the grass between the sidewalk and the street.

**Edging.** Edging of all street, curbs, beds and borders shall be performed as needed to prevent grass "runners" from growing onto driveways, sidewalks, curbs and into landscape beds. Grass along the walls of the house shall be edged. Grass along any fence shall be edged if the neighbor's yards have not been fenced. If the neighbor's yards have been fenced, they shall be responsible for edging along the fence line inside their yard. Chemical edging is not permitted.

**Mulch.** Mulch should be replenished as needed on a yearly basis to help control weeds.

**Insect Control and Disease.** Insect and disease control shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring properties. Sod that is killed due to insect/disease shall be removed and replaced within thirty (30) days of dying. To change the type of turf will require approval of the ACC.

**Fertilization.** Fertilization of all turf, trees, shrubs, and palms shall be performed no less than three (3) times a year and according to Best Management Practices as provided by the Hillsborough County Extension Service or the University of Florida IFAS Extension.

**Irrigation.** Watering and irrigation will be the sole responsibility of the homeowner. Owner will be required to water consistently to maintain a green and healthy lawn at all times. Irrigation maintenance will also be the responsibility of the homeowner. Sprinkler heads shall be maintained on a routine basis. Water spray from sprinklers shall not extend beyond any property line. Automatic sprinkler systems shall not cause water to run onto neighboring properties, walkways, streets or the like and shall include a timing system to limit hours of operation. All components of the irrigation system, clock, pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation. It is the Owner's responsibility to comply with all applicable watering restrictions.

**Weeding.** All beds are to be weeded every time the lawn is cut. Weeds growing in joints of curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted. Solid plastic sheeting or polyethylene used under ground cover areas is not permitted. If landscape fabric is used, it must allow the free flow of water, air and gasses to and from the soil.

**Trash Removal.** Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day. Trash may not be placed at curb until scheduled trash pick up day.

**Failure to Comply. Owners who are not in compliance with these maintenance standards will receive notification from the Community Manager and will have ten (10) days to comply. If non-compliant on the 10<sup>th</sup> day the Community Manager will hire a landscape contractor to bring the lawn and/or landscaping into compliance. The Association will charge an administrative fee of \$25.00 plus the cost of the lawn contractor's services which will both be an Individual Assessment against the Lot. In addition a second notice of non-compliance at a cost \$10.00 will be**



**issued and the homeowner will be referred to the Covenants Enforcement Committee.**

**NOTE: Based upon SWFWMD and Hillsborough County restrictions that may be placed upon irrigation during times of drought, portions of these Landscape Maintenance Standards may be suspended until such time as the restrictions are lifted.**



## **LEASING OF HOMES**

- Homes must be leased in their entirety. Leasing of rooms or portions of the Home and/or any other structure on the Lot is not permitted.
- All lease agreements shall be in writing and the term of the lease shall be for a period of no less than one (1) year and may not be leased more than two (2) times in any calendar year unless approved by Association in the case of hardship.
- The Owner and tenant(s) shall verify that the tenant(s) have been given copies of the Community Declaration for The Estuary, Articles of Incorporation, By-laws, and The Estuary Standards for Community Living ("Governing Documents"); that the tenant(s) are aware they will be residing in a deed restricted community; and that they (tenant(s)) will abide by the Governing Documents. Verification will be by a written statement signed by both parties and attached to the lease. (For convenience, a Uniform Lease Agreement is included in the Forms section of this document.)
- A copy of the lease will be provided to the Association within ten (10) days of signing the lease agreement.
- The lease agreement shall require that the home be used solely as a private single family residence for the tenant and members of his family. NO transient tenants may be accommodated in the home.
- The Owner shall collect a \$200 security deposit from the tenant and remit it to the Association. The Association may use this deposit to pay any costs associated with non-maintenance of the property by the tenant. Any funds remaining from the security deposit at the end of the tenant's residency will be refunded. If the security deposit is not collected by the Owner, the Association shall invoice the Owner for that amount.
- In the event that the Owner fails to pay annual assessments, Association has a right to collect unpaid assessments from the tenant. [Florida Statute 720.3085 (8)]
- In the instance of tenant non-compliance to the Governing Documents, the Owner will be the responsible party and may be fined for the non-

compliance. The Association has the right to place a lien upon the property once a fine reaches \$1,000 or more.

- In the instance of tenant non-compliance to any Association maintenance standards, the Association shall have the right (after proper notification to the tenant and Owner and an opportunity to correct the maintenance issue has been given) to enter upon the property and abate the issue. All costs associated with the abatement will be a charge against the Owner's account.
- The Owner agrees to remove the tenant if the tenant fails to abide by the Governing Documents. Should the Owner fail to remove the tenant, the Association shall have the right to evict the tenant and the costs associated with the eviction shall be charged to the Owner as an Individual Assessment.



## **MEMBER CODE OF CONDUCT**

- Improper conduct, obscenities, verbal or physical threats by Members (and tenant if applicable) will not be tolerated anywhere on community property. Actions of any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members (and tenant if applicable) are responsible for the behavior of their family, guests and invitees.
- Loud noises or noxious odors from motor vehicles (including automobiles, motorcycles and off-road vehicles) or large power tools must be kept to a minimum. Items that may unreasonably interfere with the television, radio reception or bandwidth of any Owner may not be located, used or placed on any portion of the community. The Board shall have the right to determine if such conditions constitute a nuisance. Any noise which unreasonably interferes with the peaceful occupation of a resident's premises is prohibited.
- Playing of loud music whether recorded, transmitted via radio, television or other means, or from instruments being played will not be permitted. Exception to this will be block parties or other sanctioned events of the Association.
- Members (and tenant if applicable) are expected to conduct themselves properly with due consideration for each other and Members of the Association. Members (and tenant if applicable) shall not engage in any behavior that would create liability, higher insurance costs, negative publicity or the like for the Association. The Board of Directors has the power to discipline any person for conduct, which in its opinion tends to endanger the welfare, interest or character of the Association, its Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees.
- Members (and tenant if applicable) must at all times behave with common courtesy and civility, and refrain from the use of abusive, rude, threatening, or

crude language. There shall be no attempt to intimidate, harass, threaten or attempt through any means to control or install fear in other Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees.

- Language will be professional and differences of opinion shall be expressed in a clear and business-like fashion. Personal attacks, slurs, obscenities or the like against Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees are prohibited and are not consistent with the best interest of the Association.
- Any person who verbally threatens the physical well-being of another person, or who engages in behavior which may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others may be reported to the local law enforcement agency.
- Management shall have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct which serves to harass or annoy other persons using the community property. If the person(s) causing or participating in inappropriate behavior refuse to cease their activities and/or leave the premises promptly when directed, they will be advised that the failure to do so immediately will accelerate the seriousness of the violation of this rule and fines may be assessed accordingly. **At the discretion of Management dealing with the situation, they may seek assistance of the local law enforcement agency to maintain order.**

Note: For the purpose of the above, "Management" shall be defined as a representative of the Management Company or a Member of the Association's Board of Directors



## **MEMBER PARTICIPATION AND CONDUCT AT ASSOCIATION MEETINGS**

The Estuary Homeowners Association conducts an annual meeting of the Membership, Board of Directors Meetings and special meetings as necessary. Every Member of The Estuary Homeowners Association shall have the right to speak at meetings to the extent required and permissible under Florida Statute Section 720.303 (2). Members are invited to attend all meetings. It is essential for the efficient transaction of Association business being conducted at these meetings that all Members conduct themselves in an appropriate manner that serves the best interests of the whole Association. Members are expected to adhere to the following Code of Conduct at all meetings. When fewer than ten Members are in attendance, some codes may be relaxed. The Association shall have the authority to enforce this Code of Conduct using any means available under the governing documents or state law.

- At meetings of the Board of Directors, the Members will not participate in the business portion of the meeting (with the exception of agenda items where 20% of the Membership has petitioned in accordance with state statute to address the topic).
- At every Board meeting, a public forum will be held at the beginning of the meeting to allow Members to address concerns regarding the agenda or other Association related items. Members must sign in with the Secretary in order to be recognized and will be allowed a maximum of three (3) minutes to speak. If a particular concern warrants a Board action, it will be placed on the agenda for the next scheduled meeting of the Board. In cases where an action is needed sooner than the next scheduled meeting, the Board may consider the topic under New Business or choose to take an action without a meeting and ratify the action at the next scheduled meeting.
- Members must sit quietly and refrain from speaking until recognized by the meeting chair.
- Members must not interrupt anyone who validly has the floor, or otherwise disrupt the meeting.
- When speaking, Members must abide by the time limit that has been adopted by the Board. Unless announced otherwise at the beginning of the meeting, the time limit will be three (3) minutes.
- Members must refrain from engaging in personal oral attacks on either Board Members or fellow Association Members and should refrain from using other Members' names when speaking.
- All remarks should be addressed to the Board, not the audience.
- During General Membership Meetings, comments must be confined to the agenda item being discussed.
- Members should identify themselves by stating name and address prior to addressing the membership.
- Members may not speak for a second time until everyone who wants to speak has been given a chance to speak once.
- Members may not speak more than twice on any one issue, subject to the discretion of the meeting chair.
- Members must obey all orders made by the meeting chair, including an order to step down.
- Members must at all times behave with common courtesy and civility, and refrain from the use of abusive, rude, threatening, or crude language.



## **MEMBERS IN GOOD STANDING**

- A Member in “good standing” shall be defined as a Member who has fully paid all installments due for assessments made against the Member and/or his/her Lot, together with all interest and late charges, costs, attorney’s fees, penalties, fines and other expenses.
- A Member in “good standing” shall be defined as a Member who has no unresolved violations of the Community Standards or the CCR’s.
- A Member in good standing shall be further defined as a Member who has not received a third warning or higher on any violation within the last twelve (12) months or a cumulative number of citations greater than four (4) of any level.
- Members who seek to challenge a determination that they are not in good standing shall be heard by the Covenants Enforcement Committee.
- Members who are not in good standing, as defined in items 1, 2, and 3 above shall not be permitted to serve on the Association’s Committees, Board of Directors, etc.
- Members who are not in good standing, as defined in items 1 and 2 above, are considered in default of their contractual obligation to the Association and until this breach of contract is cured, the Association may choose not to consider any Architectural Alteration Applications.



## **PET POLICY**

- No more than three (3) pets consisting of any combination of dogs, cats, bunnies, ferrets or other small domestic pets may be harbored in a home. Exotic animals, monkeys, swine and poultry are not allowed within The Estuary.
- All pets must be indoor pets and may not be kept or housed within fences, in cages or pens on the outside of the home.
- Animals may not be tied or chained on any Lot, patio, balcony, porch or in the common areas.
- All pets are subject to the Hillsborough County Leash Law and must be leashed and under control when outside. Dogs and cats are not permitted to roam unattended throughout the neighborhood.
- Pets are not permitted within retention or other natural areas, or on another Owner’s property without that Owner’s permission.
- Animal noise cannot interfere with the quiet enjoyment of residents.
- Designated areas for pets (dogs and cats) are along the main streets on the grassy area between the sidewalks and paved road surface or within the confines

of the Owner's property.

- Dog runs or similar enclosures will not be permitted.
- Any pet (dogs and cats) feces must be removed by the individual in attendance and disposed of in the Owner's personal trash receptacle. Depositing pet feces in retention areas, storm drains or on other community property is prohibited. *(NOTE: To keep odors under control within the garbage container, place one untreated charcoal briquette in the container each time the garbage container is emptied.)*
- Hillsborough County Ordinances require that all dogs and cats be vaccinated against rabies annually and all dogs shall wear a current County animal license tag.
- Hillsborough County Animal Ordinance 00-26 as amended by 03-08 states that "Excluding public right-of-way on an owner's private property, no DOG or CAT shall be allowed to stray, run or go, AT LARGE upon any public property or street, sidewalk, park, or on the private property of another without the consent of the property owner. ... the dog or cat shall be under the direct control of the owner or keeper..."
- Hillsborough County Animal Ordinance also states that "No companion animal shall be allowed to unreasonably annoy humans, to endanger the life or health of other animals or persons acting lawfully, or to substantially interfere with the rights of others thereby interfering with the reasonable use and enjoyment of property. It shall be prima facie evidence of nuisance if a companion animal:
  - a. consistently and/or constantly makes excessive noise;
  - b. causes damage to or destruction of another's property;
  - c. causes unsanitary, dangerous or offensive conditions, including the fouling of the air by offensive odor emanating from excessive excrement;  
or
  - d. creates a pest, parasite or scavenger control problem which is not effectively treated. "
- Hillsborough County Ordinances are enforced by Animal Services.
- Any pet which becomes dangerous or an annoyance or nuisance in the neighborhood or nearby property may be subject to removal from The Estuary. Upon being given notice to remove the pet, the Owner must comply within 48 hours. (A nuisance for purpose of this section shall follow those nuisances outlined in the Hillsborough County Ordinances.)



## **PORTABLE STORAGE/MOVING CONTAINERS**

- Portable storage/moving containers (commonly known as P.O.D.S.) or any

similar units designed for the temporary storage or transportation of a resident's personal household goods must be located in the resident's own driveway for no more than 14 consecutive days.

- Such containers may not be located on the streets, any common areas or community property or in designated fire or traffic lanes, and may not block public sidewalks or obstruct the access of other residents. Such containers may be located in a neighboring resident's driveway with the neighboring resident's prior written permission.
- Use of such containers for commercial or home business storage or for a period in excess of 14 days is expressly prohibited. These containers shall not be used for long-term storage on-site. If longer-term storage is needed, please utilize an off-site storage facility. Under special circumstances, the Association may issue permits for time extensions and schedule variations, provided that permission is requested ahead of time.
- After proper notification is given to the Owner, the Association has the right to enter a property and have the container removed if the Owner has failed to comply with these standards. All related costs to enforce these standards including administrative charges and out-of-pocket expenses for the Association plus any attorney fees will be charged against the homeowner and a lien immediately placed against the property which will remain until paid in full together with all administrative, out-of-pocket and attorney's costs.



## **RECORDING OF MEETINGS BY MEMBERS**

The Estuary Homeowners Association, Inc. (the "Association") conducts an annual meeting of the Members, meetings of the board of directors of the Association, meetings of committees of the Association, and special meetings as necessary. Members have the right to tape record or video tape a meeting to the extent permissible under Section 720.306(10), Fla. Stat. Members are expected to adhere to, and the Association shall be entitled to enforce, the following policy at all annual meetings of the Members, meetings of the board of directors of the Association, meetings of committees of the Association, and special meetings. The Association shall have the authority to enforce this policy using any means available under the governing documents of the Association or applicable law.

Any Member may tape record or videotape annual meetings of the Members, meetings of the board of directors of the Association, meetings of committees of the Association, and special meetings, subject to the following restrictions:

- The only audio and video equipment and devices which Members are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions.
- All audio and video equipment shall be assembled and placed in position at least fifteen (15) minutes in advance of the scheduled



commencement of the meeting.

- Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
- No tape recording or videotaping of any meeting shall interfere with or obstruct the meeting, and none of the equipment used for taping shall interfere with or obstruct any Member's or director's view of the meeting or ability to hear the meeting.
- Advance notice shall be given to the board of directors by advising the community association manager or the secretary of board of directors in writing of a Member's intent to utilize any audio or video equipment. Said notice shall be received no later than one (1) business day prior to the date of the meeting.
- Video or audio recordings of meetings of the board or of the Members cannot be released or distributed outside of the Association without the written consent of the board and any Member who appears in or was present at the meeting.
- There shall be no audio or video taping of meetings by a third party (non-Member) without a written request and written approval by the board of directors.



## **VEHICLE PARKING, MAINTENANCE & STREET USAGE**

NOTE: For purposes of these guidelines, the term vehicle shall include but not be limited to personal passenger vehicles, commercial vehicles of any kind, limousines, recreational vehicles, buses, tractors (with or without trailer attached), portable storage containers or similar moving containers, boats, jet skies, boat trailers, house trailers, and trailers of every other type including horse trailers and utility trailers, motor homes, tractor trucks, campers, go carts, golf carts, motorcycles, motor scooters, trail bikes, all terrain vehicles or any other related form of transportation devices.

### **Commercial & Recreational Vehicles:**

- No vehicles displaying commercial advertising (lettering, graphics or other commercial insignia) shall be parked within the public view with the exception of:
  - a. vehicles used by a company that is providing a service to the common areas or a resident. These vehicles may only be parked within The Estuary for the time that the service is being provided; or
  - b. such lettering, graphics or insignia is/are completely covered with a magnetic or other type covering of the same color as the vehicle.
- Commercial vehicles used in business for the purpose of transporting goods, equipment and the like shall only be allowed to be parked inside of the home's



garage and may not be parked within the public view. The only exception is a service provider while providing a service to the common areas or a Member's residence and these vehicles may not remain parked within The Estuary overnight.

- No vehicle displaying racks, hooks, toolboxes or ladders may be parked within The Estuary except by a service provider while providing a service to the common areas or a resident. These vehicles may not remain parked within The Estuary overnight unless parked within the home's garage.
- The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, etc.) up to 21'5" in length or clean "non- working" vehicles such as half ton to 1 ton pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation and does not have lettering, graphics or other commercial insignia on it.
- For any resident who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the home.
- These provisions shall not apply to construction vehicles in connection with the construction, improvement, installation or repair by developer or builders of homes, common areas or any other The Estuary facility.
- No commercial vehicle, limousines, recreational vehicle, boat, trailer, including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within The Estuary except in the garage of a home. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the fenced yard of a home so long as the boat and/or boat trailer, when located within the fenced yard, are fully screened from view by such fence and cannot be seen above the fence line or through the fence sections.
- The temporary non-recurring parking of a recreational vehicle, boat and trailer on a driveway will be permitted for a period not to exceed forty-eight (48) cumulative hours in any seven (7) day period. Community Manager must be notified in advance of the vehicle being parked within The Estuary.

#### **Maintenance:**

- Except in the garage of a home, no maintenance or repair, except emergency repair (locksmith, tire replacement, broken window replacement) shall be made within The Estuary nor shall vehicle repair equipment (mechanic lifts, transmission pullers, etc.) be stored or operated in the public view.
- No vehicle which cannot operate on its own power or which does not have a current license plate shall remain in The Estuary for more than twelve (12) hours, except in the garage of a home.
- No vehicles shall be stored on blocks, nor may inoperable vehicles or vehicles with parts removed be stored or parked outside of a garage within The Estuary.

### **Street Usage & Parking:**

- Residents' automobiles shall be parked in the garage or driveway and shall not block the sidewalk.
- Parking on the grass whether on the lot or on common area is not allowed.
- No vehicles of any nature shall be parked on any portion of The Estuary or a lot except on the surfaced parking area thereof.
- With the exception of the special circumstances indicated in the next section, street parking is not allowed in The Estuary.
- Streets are intended for the use of motor vehicles only. Playing games or congregating on the streets is not permitted. This creates a hazard for drivers and those who are using the streets inappropriately.
- No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within The Estuary or on any public right-of-way.
- No tarpaulin covers on vehicles shall be permitted anywhere within the public view.
- Mopeds, motorized scooters and mini cycles are prohibited from being operated on the sidewalks or streets within The Estuary while under engine power. This guideline follows Florida Statute 322.03 which does not allow these vehicles to be operated on sidewalks and public streets.

### **Special Circumstances:**

- Streets within The Estuary are owned by Hillsborough County. Overnight street parking may violate County Code.
- In order to allow traffic to flow safely, vehicles should only park on the right hand side of the street. Parked vehicles should not block driveways or be parked on the grassy area between the street and sidewalk where irrigation heads may be located.

### **Towing:**

- Section 12.4.4 of the Declaration of Covenants grants the Association the right to tow vehicles that are parked in violation of the Declaration or rules and regulations of the Association. A regulation towing sign has been posted at the entrance of the community in compliance with Florida Statutes 715.
- Any resident or guest in violation of the parking guidelines will be subject to having their vehicle towed at their sole expense if the vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if the vehicle was cited for such violation within the preceding fourteen (14) day period.
- The Association also has the right to tow vehicles from an Owners' lot if in

violation and proper notification has been given to the Owner.

**Violations:**

- Residents who report a violation of this policy to the community manager should provide a description of the violation and the day and time that the violation occurred. A photo should also be included if possible. The address of the vehicles' owner or persons involved is required.



## **VOLUNTEER STANDARD OF CONDUCT & RESPONSIBILITIES**

Volunteers of The Estuary Homeowners Association, Inc. (Association) must demonstrate by their example the highest standards of ethical conduct, to the end that the general membership of the Association may justifiably have trust and confidence in the integrity of the Association. They shall serve as a member of the Board of Directors or of an Association committee for the benefit of the Association, shall recognize that the Association's interest is their primary concern, and shall faithfully discharge the duties of their position to the best of their abilities and regardless of personal considerations.

**Conflicts of Interest**

No Board Member or Committee Member shall:

- Solicit or accept any gift, directly or indirectly, whether in the form of money, loan, gratuity, favor, service, thing or promise, or in any other form, under circumstances in which it can be reasonably inferred that the gift is intended to influence him/her in the performance of his/her board or committee duties.
- Disclose confidential information gained by reason of his/her position or such information for the personal gain or benefit of anyone.
- Engage in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her duties or which may tend to impair his/her independence of judgment in the performance of his/her board or committee duties.
- Represent private interests in any action or proceeding against the interests of the Association.
- Vote on any question before the board or committee affecting his/her financial interests or that of his/her employer, business, or professional affairs or that of his/her immediate family, provided nothing shall preclude him/her from participating in any discussion on the question, unless a majority of the board or committee present and voting decides to exclude him/her from the discussion.

**Disclosure of Interest**

- Any board or committee member who acquires such interest as may reasonably tend to create a conflict with the Association interest will make full disclosure in writing to the President of the Board or Chairman of the committee at such time as any conflict becomes apparent. Any Member of the board or committee, who knows that he/she has a personal or private interest, direct or indirect, in any proposal before the board or committee, will disclose such interest in writing to the board or committee. Such disclosure will be made a matter of official record prior to the taking of any vote on such proposal and the board or committee Member with the interest shall not vote on the proposal.

**Fair and Equal Treatment**

- No board or committee member will use his/her board or committee position to secure or grant special consideration, treatment, advantage, privilege or exemption to himself/herself or any person beyond that which is available to every other Association Member.
- No board or committee member will use his/her position to make promises or threats to Association Members.

**Conduct**

As a board or committee member I will:

- Fulfill my duties and responsibilities in a cordial and pleasant manner.
- Treat fellow board and committee members, Association Members, directors and officers, and management personnel with courtesy and respect.
- Perform only those tasks assigned to the committee by the Board and to me by the committee chairperson.
- Raise issues in the most productive and courteous way possible.
- Commit to keep all board or committee members fully informed and understand that all decisions will be made at board or committee meetings, keeping in mind that all decisions and recommendations must be reached in the best interests of the entire community.
- Acknowledge that the president/chairperson will facilitate and coordinate all discussions during board or committee meetings and will be the spokesperson for the board or committee unless another arrangement is made by the board or committee.
- Acknowledge that there may be times when board or committee members will have a difficult time reaching consensus. During these times, I will afford other members full courtesy and respect during the discussion on the matter.
- Acknowledge that upon conclusion of my service to the board or committee, all information that I obtain through the performance of my duties while on the board or committee will remain confidential and will not be used for personal reasons.
- Acknowledge that upon conclusion of my service to the board or committee, all work papers and other records will be returned to the president/chairperson or Community Manager.

**Attendance**

- The committee chairperson or the Board of Directors may remove any board or committee member who fails to attend meetings on a regular basis.

**Indemnification**

- The Association will maintain insurance, both workers' compensation and directors and officers insurance, to indemnify any board or committee member

who is performing their assigned duties in accordance with these guidelines.

- No board or committee member shall take any action that could result in increasing insurance costs as a result of that action.

**Sanctions for Violations**

- Any board or committee member who violates any of these standards or does not maintain a Member in good Standing status may be removed from the board or committee by the Board of Directors.

**Acceptance of Standard of Conduct and Responsibilities**

- Each board or committee member will acknowledge receipt of a copy of this Resolution and indicate understanding and agreement to abide by its provisions by signing below.

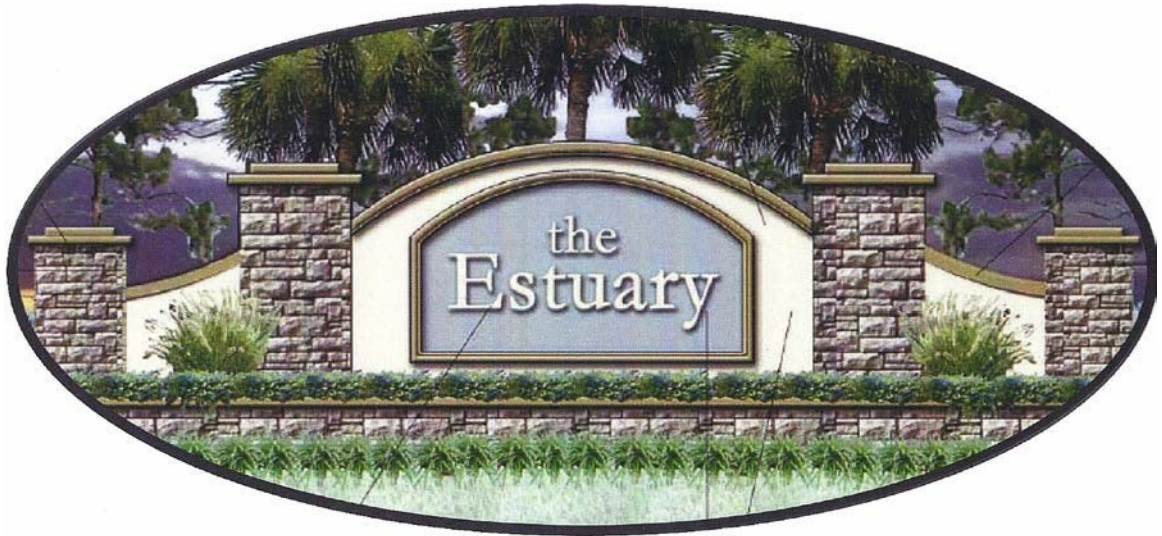


I agree to the above standards of conduct and responsibilities and acknowledge that these guidelines are fundamental to the success of the board/committee and in the best interest of the Association.

\_\_\_\_\_  
Volunteer's Signature

\_\_\_\_\_  
Date





*Conceptual Design by Cornerstone Solutions Group*

# *Committee Charters*

**THE ESTUARY HOMEOWNERS ASSOCIATION, INC.  
ARCHITECTURAL CONTROL COMMITTEE CHARTER  
RESOLUTION**

**WHEREAS**, Section 19 of the Declaration of Covenants, Conditions and Restrictions for The Estuary provides for the creation of an Architectural Control Committee as a standing committee of the Association, and

**WHEREAS**, it is in the best interest of the homeowners and The Estuary Homeowners Association to have a committee to assist in establishing and enforcing community standards and reviewing and deciding upon architectural change requests, and

**WHEREAS**, the Board of Directors has identified the need for such a committee;

**NOW THEREFORE LET IT BE RESOLVED**, that the Board of Directors of the Association does establish by this resolution an Architectural Control Committee as a standing committee of the Association.

**ARTICLE I**

**DUTIES AND FUNCTIONS OF THE COMMITTEE**

1. Purpose of the Architectural Control Committee (ACC) is to provide assistance in establishing and enforcing community standards and reviewing and deciding upon change requests, in the realm of the Association's architectural scheme.
2. Nominate and elect a chairperson, vice-chairperson and secretary. The names of the persons elected to such offices shall be presented to the Board of Directors for final confirmation
3. Periodically review standards and guidelines for adequacy and application and present recommendations to the Board of Directors for approval.
4. Be alert to architectural problems shared by members and seek a solution to these problems.
5. Prepare articles for the community newsletter in accordance with the instructions of the Board of Directors.
6. Prepare and present to the Board of Directors comprehensive and complete minutes of all committee meetings.
7. The committee shall consist of at least three (3) members. One (1) as chairperson, one (1) as vice-chairperson and one (1) as secretary to the committee.
8. The committee shall meet monthly; however, in any case shall meet as often as necessary to complete its assigned responsibilities, including voting on any architectural applications.
9. Committee chairperson or his/her alternate shall attend all committee meetings and Board of Directors meeting.
10. A committee member shall be considered inactive when, without good cause, fails to attend three (3) consecutive meetings.
11. All committee members shall act with the best interest of the homeowners and Association in mind. Personal "missions" or "vendettas" will not be tolerated.
12. The committee shall act on a consensus basis. In the case of a split decision, the chairperson will act as the deciding vote.
13. All committee members shall keep in mind they have been appointed to serve

- the community, not to act as "police" of the community.
14. Committee members shall bring serious issues to the attention of the committee, Community Manager and/or Board of Directors.
  15. When a committee member submits an application for review, they shall abstain from discussion and voting on their application.
  16. All issues discussed are considered confidential and are not to be discussed outside the realm of the meeting.
  17. The committee shall comply with the Board of Directors Resolution "Volunteer Standards of Conduct and Responsibilities".

## **ARTICLE II**

### **DUTIES AND RESPONSIBILITIES OF COMMITTEE OFFICERS**

Elections shall be held at the first Committee meeting of the year or prior to the annual meeting of the members of the Association each year, whichever occurs first. Officers shall be as follows: chairperson, vice-chairperson and secretary. Their respective duties and responsibilities are outlined below.

Chairperson:

1. Shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
2. Act as a liaison between the committee, the Board of Directors and the Community Manager. Shall be present at committee meetings and Board of Directors meetings at which a report of activities shall be presented.
3. Shall forward all reviewed applications, recommendations and such to the Community Manager and/or Board of Directors.

Vice-chairperson:

1. Shall assist the chairperson during the committee meetings. In the absence of the chairperson, shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
2. In the absence of the chairperson, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and in the absence of the chairperson, be present at the Board of Directors meetings at which a report of activities shall be presented.
4. In the absence of the chairperson, shall forward all reviewed application, recommendations and such to the Community Manager and/or Board of Directors.

Secretary:

1. Shall record and keep comprehensive and complete minutes of all committee meetings.
2. Shall forward the minutes to the committee members, Community Manager and/or Board of Directors.
3. In the absence of the chairpersons, shall designate the time and place of the



- meeting and call the meeting to order and conduct the meeting.
4. In the absence of the chairpersons, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
  5. Shall be present at committee meetings and in the absence of the chairpersons, be present at the Board of Directors meetings at which a report of activities shall be presented.
  6. In the absence of the chairpersons, shall forward all reviewed applications,

Prospective Committee Members:

1. The prospective committee member shall attend two (2) consecutive committee meetings, which is considered a probationary period.
2. The prospective member shall have no vote in committee decisions prior to the completion of his /her probation period.
3. At the conclusion of the probation period, the prospective members name will be submitted to the Board of Directors for appointment to the committee.
4. When a prospective member submits an application for review, they shall abstain from discussion and voting on the application.

### **Article III**

#### **Developer Control Period**

For so long as the Developer owns any portion of the property within The Estuary, the Developer shall have all powers of the Architectural Control Committee and will assign one Developer representative to serve as the Chairman of the Architectural Control Committee. The Developer retains the right to over-rule any decision rendered by the Architectural Control Committee.

Adopted by written consent of the Board of Directors, November 12, 2012.

*Betty Valentí*, President

*Chris Santoro*, Vice

President

*Chloe Firebaugh*, Secretary

## **THE ESTUARY HOMEOWNERS ASSOCIATION, INC. COMMUNITY SPIRIT COMMITTEE CHARTER RESOLUTION**

**WHEREAS** SECTION 9 of the Bylaws for The Estuary Homeowners Association provides for the creation of committees as deemed appropriate by the Board of Directors; and

**WHEREAS**, the Board of Directors has identified the need to create a Community Spirit Committee within The Estuary,

**NOW THEREFORE**, the Community Spirit Committee shall be created for the purpose as stated below and to work within the parameters as described in this charter.

The purpose of the committee is to foster a sense of community within The Estuary. This is accomplished through communications (newsletter and web-site) and community wide events such as holiday parties, community garage sales, Community Beautification Day, block parties and contests.

This committee will serve as an advisory committee to the Board of Directors and shall consist of three to fifteen residents. A member of the Board of Directors shall be designated to approve all communications prior to distribution to the community. All community activities must have the approval of the Board prior to implementation.

The Committee shall hold meetings no less than bi-monthly. There shall be a Chairman and a Recording Secretary. The Recording Secretary for the Committee shall take minutes of the meeting and provide a copy to the Board of Directors and Management within five days of the meeting.

A written report of all activities and recommendations will be provided to the Board one week prior to the regularly scheduled Board of Directors meeting. A Committee Member will be in attendance at the Board meeting to provide information to the Board as requested.

All newsletters must receive prior approval from the designated member of the Board of Directors before printing and mailing occur.

The Committee will provide updates to the website as required by the Board of Directors or Management. The Board of Directors shall select a webmaster. The webmaster shall check in with the Manager at least monthly to inquire about updates needed on the website. No postings may be made to the website without written copy approval signed by the designated Board member or management.

All meetings of the committee shall be open for any member of the Association to attend. Guests at a meeting shall not have a vote on business being conducted nor shall they interrupt the business meeting procedures in any way. The Committee Chairman may invite comments from guests at the meeting but the committee will not be required to take an action on any comments made.

### **ESSENTIAL FUNCTIONS:**

1. Develop an overall communications plan to inform residents of current community happenings, archive important information on the website, and ensure that those desiring information understand how to find it.

2. Produce a newsletter that will be distributed on a monthly or bi-monthly basis as determined by the Board and Committee jointly.
3. Determine if advertising to offset copy costs is appropriate and make recommendations to the Board on amount to be charged for advertisements. The committee will be responsible for securing advertisements for the newsletter.
4. Maintain the community website that will serve as an archive of community documents and information.
5. Organize an email buddy system to ensure that those without emails will receive current information.
6. Maintain and update a phone tree to pass information of an immediate nature throughout the community.
7. Determine methods of facilitating community spirit, unity, etc. and once approved implement.
8. Determine methods of presenting The Estuary community in a positive light throughout the local community and Hillsborough County.
9. Plan and publish the annual calendar of events which should include regularly scheduled Board and Committee meetings, special community events, annual meetings, etc.
10. Assist management in the development of a bi-annual member satisfaction survey.
11. Plan and implement community wide events such as socials and community garage sales. In most cases the events shall be self sustaining.
12. Welcome all new residents to the community.
13. Perform any other responsibilities as may be assigned from time to time by the Board of Directors.

#### KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to be creative, plan events and encourage people to attend the events.
2. Ability to communicate effectively in verbal and written formats.
3. Ability to work as a team player and contribute to a process that protects and enhances the community as a whole.

#### DUTIES AND RESPONSIBILITIES OF COMMITTEE OFFICERS:

Elections shall be held at the first Committee meeting of the year or prior to the annual meeting of the members of the Association each year, whichever occurs first. Officers shall be as follows: Chairperson, Vice-chairperson, Treasurer and Secretary. Their respective duties and responsibilities are outlined below.

##### Chairperson:

1. Shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
2. Act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and Board of Directors meetings at which a report of activities shall be presented.
4. Shall forward all reviewed applications, recommendations and such to the Community Manager and/or Board of Directors.

Vice-chairperson:

1. Shall assist the chairperson during the committee meetings. In the absence of the chairperson, shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
2. In the absence of the chairperson, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and in the absence of the chairperson, be present at the Board of Directors meetings at which a report of activities shall be presented.
4. In the absence of the chairperson, shall forward all reviewed application, recommendations and such to the Community Manager and/or Board of Directors.

Treasurer:

1. Shall be responsible for keeping an accurate accounting of expenses income using an Excel Spreadsheet.
2. Shall keep a copy of all receipts and deposits of funds spent for events and communication activities for the committee records.
3. Shall provide all original receipts to the Community Manager as documentation for association records.
4. Shall provide a financial report to the committee members, Community Manager and/or Board of Directors at each meeting of the committee or at the request of the Community Manager.
5. Following adopted procedures, shall request funds from the Community Manager and provide back up documentation (receipts) for all funds expended on committee events and communications.
6. Shall deposit any funds remaining from a planned event or profits from an event with the Community Manager and obtain a receipt for the deposited funds. This receipt shall be kept as a part of the Treasurer's files.
7. Shall assist in keeping the committee within their budget for each planned activity.

Secretary:

1. Shall record and keep comprehensive and complete minutes of all committee meetings.
2. Shall forward the minutes to the committee members, Community Manager and/or Board of Directors.
3. In the absence of the chairpersons, shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
4. In the absence of the chairpersons, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
5. Shall be present at committee meetings and in the absence of the chairpersons, be present at the Board of Directors meetings at which a report of activities shall be presented.

INDEMNIFICATION:

Any member of this Committee, determined by the Board of Directors to be acting within the authority defined in this charter, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him/her in connection with any proceeding brought by a member of the Association by

reason of his/her being a member of this Committee.

Adopted by written consent of the Board of Directors, November 12, 2012.

*Betty Valenti*, President

*Chris Santoro*, Vice

President

*Chloe Firebaugh*, Secretary

## **THE ESTUARY HOMEOWNERS ASSOCIATION, INC. COMMUNITY WATCH AND PATROL**

**Whereas**, Section 9 of the By-Laws of The Estuary Homeowners Association, Inc. provide the Board of Directors with the right to appoint such committees as it deems appropriate, and

**Whereas** the Board of Directors for The Estuary Homeowners Association, Inc. ("Association") desires to form a Community Watch and Patrol for the purpose of fostering community awareness and a safer environment for the residents of The Estuary;

**Now, therefore, let it be resolved that** the Community Watch and Patrol be established and that the following guidelines be adhered to:

### **FUNCTIONS OF THE COMMITTEE:**

1. All members of the Community Watch and Patrol will attend training programs that may be offered by the Hillsborough County Sheriff's Department.
2. Members must be at least 18 years of age or older and will sign a pledge with the Association agreeing not to place themselves in harms' way; to maintain all information provided to them by the Association, the Sheriff's Office or that which may be gathered through normal committee work as confidential; and to return all Association property at the end of their patrol.
3. Members will work with the Spirit Committee to create and implement Community Awareness Programs.
4. Committee will appoint Block Captains and create block directories for residents to share personal information (name, address, phone, email address, etc.) with each other.
5. Committee will work with the Board of Directors to create an Emergency Preparedness Plan for The Estuary and be a member of the Emergency Response Team.
6. Committee will create a telephone tree for distributing safety information to the community.
7. Committee will implement a property identification program. An engraver for marking property will be provided to residents on a check out system which will be maintained by the Committee.
8. Committee may create Walking and/or Mobile Patrols (Volunteer Patrol) to monitor the community.
9. Volunteer Patrols will follow all instructions as outlined in the Committee's Policies and Procedures Manual.
10. Volunteer Patrols will always work in pairs or multiples. They will not separate while on duty or patrol alone.
11. Volunteer Patrols will report any suspicious activities that are observed to the Hillsborough County Sheriff's Department. Members are cautioned against personal intervention.
12. Volunteer Patrols are NOT allowed to have weapons but MUST carry a cell phone at all times and work in pairs.
10. Volunteers Patrols are to keep a safe distance from any disturbance or activity that appears unsafe or is an uncomfortable situation in the opinion of one of the team members. Upon the indication that one team member is concerned, the other team member will respect the fellow team member.

11. Volunteer Patrols will not enter buildings while on patrol.
12. Volunteer Patrol members will always carry official patrol identification and wear official patrol garments.
13. Profanity is prohibited.
14. An activity log will be kept by Patrol Volunteers. After each patrol, the activity log will be emailed to the Community Manager, even if there are no incidents to report. The activity log will be available only to the Neighborhood Watch Committee, law enforcement authorities, and residents on a need to know basis. General information will be given to any person but this information will not single out specific addresses or individuals.

## **Insurance**

Neighborhood Watch is part of the The Estuary Homeowners Association (Association) and is covered by the Association's insurance policy. This policy does not provide any protection for individuals who commit criminal acts (while performing tasks for the Association). Also, the policy requires that you act in a reasonable manner, in other words, you should not take unnecessary risks. Adhering to the guidelines in this document will help to insure that the proprietary can continue to maintain insurance for activities. By signing the "Hold Harmless Waiver", you are acknowledging your responsibility to protect the proprietary by following the guidelines in this document.

Adopted by written consent of the Board of Directors, November 12, 2012.

*Betty Valentí*, President

*Chris Santoro*, Vice

President

*Chloe Firebaugh*, Secretary

## **THE ESTUARY HOMEOWNERS ASSOCIATION, INC. COVENANTS ENFORCEMENT COMMITTEE CHARTER**

**WHEREAS** Section 20.6 of the Declaration of Covenants, Conditions and Restrictions for The Estuary Homeowners Association and Florida Statute 720 have provided the Association with the power to enforce the Association's governing documents by levying reasonable fines against a Member for any violation of the Bylaws; the Declaration of Covenants, Conditions, and Restrictions and the adopted Rules and Regulations of the Association, committed by such Member or any occupant of the Home owned by the Member, and

**WHEREAS** Section 9 of the Bylaws of The Estuary Homeowners Association allows for the Board of Directors to appoint committees as may be deemed appropriate to carry out the purpose of the Association,

**NOW, THEREFORE, LET IT BE RESOLVED THAT** a Covenants Enforcement Committee (Committee) will be created consisting of three (3) to nine (9) Members of the Association who are not officers, directors or employees of The Estuary Homeowners Association or the spouse, parent, child, brother or sister of an officer, director or employee of the Association and that the published Covenants Enforcement Guidelines will be adhered to:

### **DUTIES AND FUNCTIONS OF THE COMMITTEE:**

The Committee shall consist of three to nine members who will be trained in the hearing process. This committee will be a standing Committee of the Board of Directors with specific delegated authority. The Committee's primary purpose is to conduct hearings and render decisions regarding the issuance of citations and imposition of penalties for violations of the Association's Covenants and Rules and Regulations and to do so consistently and impartially.

1. The Committee shall follow the Covenant's Enforcement Policy as adopted by the Board of Directors and published in the Standards for Community Living.
2. Committee Members shall review all information provided by Community Manager concerning the issuance of citation and if appropriate, visually review the violation on the resident's property prior to the meeting.
3. Listen attentively and with an open mind to residents who appear before the committee.
4. At conclusion of hearing, render written decision either upholding or rejecting the original citation and accompanying penalty. Deliver opinion to Community Manager follow up as directed.
5. The Committee Members shall hold all information regarding violations and hearings in confidence and shall not discuss with anyone who is not a Committee Member.
6. Track violations of Rules and Regulations by member and category.
7. The Committee shall make recommendations to update the Schedule of Fines to the Board of Directors.
8. The Committee shall make any recommendations to amend or modify the Association's recorded documents to the Board of Directors.
9. Any policies, rules or regulations that the Committee feels are not clearly defined will be reported to the Board of Directors as soon as possible. This includes



recommendations for new rules or additional policies that may need to be considered.

10. The Committee shall perform any other responsibilities as may be assigned from time to time by the Board of Directors.

#### **KNOWLEDGE, SKILLS AND ABILITIES:**

1. Ability to listen and logically decipher the facts.
2. Ability to interpret Rules and Regulations on a consistent basis.
3. Ability to communicate effectively in verbal and written formats.
4. Ability to work as a team player and contribute to a process that protects and enhances the community as a whole.
5. Committee members may not be related to any Board member.

#### **DUTIES AND RESPONSIBILITIES OF COMMITTEE OFFICERS:**

Elections shall be held at the first Committee meeting of the year or prior to the annual meeting of the members of the Association each year, whichever occurs first. Officers shall be as follows: chairperson, vice-chairperson and secretary. Their respective duties and responsibilities are outlined below.

##### **Chairperson:**

1. Shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
2. Act as a liaison between the committee, the Board of Directors and the Community Manager. Shall be present at committee meetings and Board of Directors meetings at which a report of activities shall be presented.
3. Shall forward all reviewed applications, recommendations and such to the Community Manager and/or Board of Directors.

##### **Vice-chairperson:**

1. Shall assist the chairperson during the committee meetings. In the absence of the chairperson, shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
2. In the absence of the chairperson, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and in the absence of the chairperson, be present at the Board of Directors meetings at which a report of activities shall be presented.
4. In the absence of the chairperson, shall forward all reviewed application, recommendations and such to the Community Manager and/or Board of Directors.

##### **Secretary:**

1. Shall record and keep comprehensive and complete minutes of all committee meetings.
2. Shall forward the minutes to the committee members, Community Manager and/or Board of Directors.

3. In the absence of the chairpersons, shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
4. In the absence of the chairpersons, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
5. Shall be present at committee meetings and in the absence of the chairpersons, be present at the Board of Directors meetings at which a report of activities shall be presented.

**INDEMNIFICATION:**

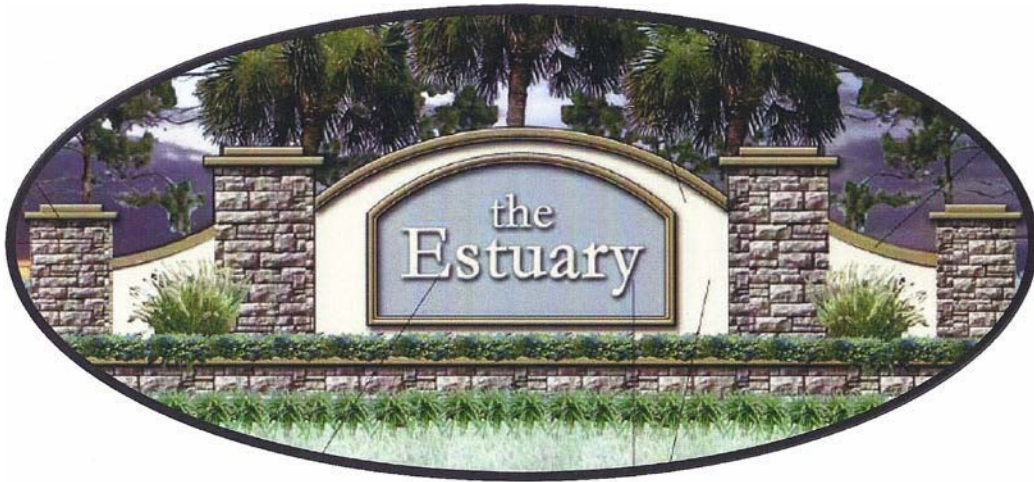
Any member of this Committee, determined by the Board of Directors to be acting within the authority defined in this charter, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him/her in connection with any proceeding brought by a member of the Association by reason of his/her being a member of this Committee.

Adopted by written consent of the Board of Directors, November 12, 2012.

*Betty Valenti*, President

*Chris Santoro*, Vice President

*Chloe Firebaugh*, Secretary



*Conceptual Drawing by Cornerstone Solutions Group*

# *Standard Forms*

# The Estuary Homeowners Association, Inc.

## ALTERATION APPLICATION

OWNER'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ BLOCK: \_\_\_\_\_ LOT: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PLEASE DESCRIBE IN DETAIL THE TYPE OF PROPOSED ALTERATION, MATERIALS TO BE USED, ETC. IF MORE SPACE IS NEEDED, YOU MAY ATTACH ADDITIONAL PAGES TO THIS FORM.

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All applications requesting approval for any alteration which occurs outside the exterior walls of the building **MUST BE ACCOMPANIED BY A COPY OF YOUR LOT SURVEY WITH THE ALTERATION DRAWN ON IT. SHOWING LOCATIONS, DISTANCES AND DIMENSIONS. INCLUDE A SKETCH INDICATING SIZES, HEIGHTS, MATERIALS, COLORS, TYPE OF CONSTRUCTION AND OTHER PERTINENT INFORMATION AS MAY BE NECESSARY. IF THIS INFORMATION IS NOT INCLUDED, YOUR REQUEST WILL BE RETURNED TO YOU.**

If approval is granted, it is not to be construed to cover approval of any County or City Code Requirements. A building permit from the appropriate building department is needed on most property alterations and/or improvements. The Architectural Control Committee (ACC) shall have no liability or obligation to determine whether such improvement, alteration and/or addition comply with any applicable law, rule, regulation, code or ordinance. It is the owner's responsibility to ensure that they are in compliance with any applicable law, rule, regulation, code or ordinance.

As a condition precedent to granting approval of any request for a change, alteration or addition to an existing basic structure, the applicant, their heirs and assigns thereto, hereby assume sole responsibility for the repair, maintenance and/or replacement of any such change, alteration or addition. IT IS UNDERSTOOD AND AGREED, THAT THE ESTUARY HOMEOWNERS ASSOCIATION, INC. IS NOT REQUIRED TO TAKE ANY ACTION TO REPAIR, MAINTAIN AND/OR REPLACE ANY SUCH APPROVED CHANGE, ALTERATION OR ADDITION, OR ANY STRUCTURE OR ANY OTHER PROPERTY. THE HOMEOWNER AND THEIR ASSIGNS ASSUMES ALL RESPONSIBILITIES FOR ANY CHANGE, ALTERATION OR ADDITION AND ITS FUTURE UPKEEP AND MAINTENANCE.

I agree not to begin the proposed alteration or any other property improvements requiring approval from the ACC until the ACC notifies me in writing of their approval and any conditions attached to the approval. I understand that all approvals automatically incorporate the conditions set forth in the Book of Standards for Community Living, current edition. I understand that the ACC has **up to forty-five days, from receipt of a complete application, including all required accompanying information,** to process, review and either approve or disapprove this **ALTERATION APPLICATION. If any change is made that has not been approved, the ACC has the right to require me to remove the improvement from my property.**

OWNER'S INITIALS \_\_\_\_\_

**ALTERATION APPLICATIONS** must be submitted for, **but are not limited to**, the following items:

1. Painting of structures, including houses.
2. Fence installations.
3. Swimming pools.
4. Spas.
5. Any gas or fuel tanks whether above ground or buried.
6. Screen enclosures.
7. Satellite dishes.
8. Landscaping changes (such as adding planter/shrub beds, or eliminating major portions of the landscaping. This does not include the planting or removal of annual bedding plants.) It **does include** curbing around planting beds and installing lawn statues, or other lawn ornamentation.
9. Removal and/or installation of trees. See the Hillsborough County Tree Ordinance.
10. Any change, alteration or addition to the exterior of the dwelling, or other existing structure, or the addition of new structures or property.

**PLEASE NOTE: WHEN IN DOUBT CALL SOUTHSORE PROPERTY MANAGEMENT AT (813) 649 - 8866 FOR CLARIFICATION BEFORE STARTING ANY PROJECT ON THE EXTERIOR. THE ABOVE LIST IS JUST A SAMPLE AND NOT INTENDED TO INCLUDE EVERY POSSIBLE SCENARIO OR SITUATION.**

DATE: \_\_\_\_\_ OWNER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ OWNER'S SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
Signature of neighbors if installing fence, trampoline, basketball equipment or other project requiring notification acknowledgement by neighbors. Note: Neighbors signature does not represent approval.

\_\_\_\_\_  
Left side

\_\_\_\_\_  
Right side

\_\_\_\_\_  
Rear

\_\_\_\_\_  
Rear

\_\_\_\_\_  
Rear

**ACTION TAKEN BY THE ASSOCIATION:**

DATE: \_\_\_\_\_

APPROVED: \_\_\_\_\_

APPROVED WITH CONDITIONS: \_\_\_\_\_ see attached conditions

NOT APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature for the Architectural Review Committee

**NOTE: Application approvals are valid for a period of six (6) months and a new Alteration Application must be submitted after that time has elapsed if the approved project has not commenced.**

Return Completed Application to:  
SouthShore Property Management  
611 Destiny Drive, Ruskin, Florida 33570  
(813) 649 – 8866 Office (813) 600 – 1582 Fax  
[dixiecarlotti@southshoremgmt.com](mailto:dixiecarlotti@southshoremgmt.com)

## THE ESTUARY HOMEOWNERS ASSOCIATION, INC.

### FENCE & LANDSCAPING ALTERATION APPLICATION ADDENDUM

NOTE: This form must be signed by the homeowner and returned along with the original Alteration Application BEFORE any work is started. Should work commence prior to obtaining appropriate authorization, the Association and/or Developer shall not be responsible for any drainage issues or property damage to this Lot or any adjoining Lot.

**Prior to submitting the request for a fence or landscaping, it would be wise for the Lot Owner to consider the soil conditions and drainage design for his/her lot. In most cases the home site drains to swales at the midpoint between each home. The installation of a fence or landscaping in this area will reduce the ability of the swale to drain water from the lot and can increase puddling and muddy soil conditions. Fence must be installed in a manner that will keep the fence off the ground in order to allow proper water flow.**

Landscaping should never be placed in swales. This will not only create drainage problems, but most landscaping will be negatively affected by the wet conditions in the swales. It is a good idea when planning landscaping to mound the bed up so the landscaping material is planted in ground that is at least a few inches higher than the sod. Even higher mounds may be necessary for plant materials that are water sensitive. Please check with the utility companies before planting anything in the front yard as there are various utility lines installed in this area.

As a precaution, please remember that all fences must be installed with the posts on the **inside** of the homesite so that the "finished" side is on the outside.

I/we, \_\_\_\_\_, understand the above and will take proper precautions when installing my fence or landscaping.

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

**THE ESTUARY HOMEOWNERS ASSOCIATION, INC.**

**SWIMMING POOLS ALTERATION ADDENDUM**

NOTE: This form MUST be signed by the homeowner and returned along with the original architectural applications BEFORE any work is started. Should work commence prior to obtaining appropriate authorization, the Association and/or Developer shall not be responsible for any drainage problems.

It is strongly suggested that the pool contractor review the site conditions and drainage plan for the home site, the adjoining home sites and the surrounding area. The drainage information for each home site may be found on the final survey given to each buyer at closing. The drainage plans for the subdivision are on file at the County Building Department.

Prior to starting work the pool contractor should establish a grading plan for the home site that will insure adequate positive drainage from the pool deck to the designed swales. In addition, if the neighborhood was not flat prior to development, there may be severe elevation changes between home sites that require a raised pool deck or other protective measure to keep storm run off from entering the pool or pool deck. This run off could result in damage to the marcite finish of the pool. Therefore, it is essential that the pool contractor take unusually strong rain events into consideration when designing the pool, pool deck and final grading plan. Once the pool contractor begins work, the developer will no longer have any responsibility with regard to the drainage on that particular home site.

I/we, \_\_\_\_\_, understand the above and will work with my Pool Contractor to comply.

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

**THE ESTUARY HOMEOWNERS ASSOCIATION, INC.**

**VOLUNTEER INFORMATION FORM**

1. Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Phone: \_\_\_\_\_
- Fax: \_\_\_\_\_
4. E-mail: \_\_\_\_\_
5. I have been a member of the Association since: \_\_\_\_\_
6. I wish to be a Volunteer for (choose one) \_\_\_\_\_
  - \_\_\_\_\_ Architectural Control Committee
  - \_\_\_\_\_ Board of Directors (after Transition)
  - \_\_\_\_\_ Covenants Enforcement Committee
  - \_\_\_\_\_ Community Spirit Committee
  - \_\_\_\_\_ Crime Watch
7. I have volunteered with the following organizations (include offices held):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. My qualifications to be a Volunteer with this committee or a candidate for the Board of Directors include: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. I would like to be considered as a Volunteer or Board candidate because: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. If appointed to the selected committee or elected to the Board of Directors, I would \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. I have read, understand, and will abide by the Volunteer's Code of Conduct as published in the \_\_\_\_\_ Book of Standards for Community Living.  
\_\_\_\_\_ Yes \_\_\_\_\_ No

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## REQUEST FOR ACCESS TO ASSOCIATION BOOKS & RECORDS

Member name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. #: \_\_\_\_\_

Pursuant to Florida Statute 720.303, I hereby request that The Estuary Homeowners' Association (the "Association") provide access to the books and records of the Association.

1. The books and records that I wish to review are (attach separate piece of paper if necessary):

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

2. I certify that my request to review the books and records of the Association is for a proper purpose related to my Membership in the Association, and that this request is not for commercial purposes or my personal financial gain. Specifically, my reason for wanting to review the books and records of the Association is as follows:

\_\_\_\_\_  
\_\_\_\_\_

3. I acknowledge and accept the Association's records access and inspection procedures. I acknowledge and accept that the books and records of the Association will be made available to me only at such time and place as the Association's policy provides, and that there may be a cost associated with making these documents available to me. I agree to pay any costs associated with reviewing the books and records of the Association, including but not limited to the actual and reasonable costs of labor and photocopying material.

Member signature \_\_\_\_\_ Date \_\_\_\_\_

## **Uniform Lease Exhibit**

This ADDENDUM (the "Addendum") to that certain Lease dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") by and between \_\_\_\_\_ ("Lessor") and \_\_\_\_\_ ("Lessee") is made and entered into by the Lessor and Lessee as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### **W I T N E S S E T H:**

WHEREAS, the parties have heretofore executed the Lease; and

WHEREAS, the parties desire to add to the provisions of the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) the mutual covenants herein exchanged, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby recite and agree as follows:

1. Recitals. The statements contained in the recitals of fact set forth above are true and correct, and are, by this reference, made a part of this Addendum.

2. Compliance with Community Documents. Lessee hereby acknowledges that the leased premises are subject to restrictive covenants enforced by The Estuary Homeowners Association, Inc. (the "Association"). Lessee hereby agrees to comply with and abide by all of the provisions of the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") for The Estuary (together with any and all amendments thereto collectively referred to as the "Declaration"), the Amended and Restated Bylaws of the Association (the "Bylaws"), and the Rules and Regulations (collectively hereinafter referred to as the "Community Documents") of the Association pertaining to the use and occupancy of the leased premises; provided, further, the Lessee acknowledges that the Community Documents are applicable and enforceable against any person occupying a leased premises to the same extent as against an Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration and the Bylaws.

3. Association as Lessor's Attorney-in-Fact. In order to facilitate the Association's duty to maintain a community of congenial residents and occupants of the Units and to protect the value of the Units and further continuous harmonious development of the community, the Lessor constitutes and appoints the Association as its true and lawful attorney-in-fact with the full power of substitution to: (1) evict Lessee for any violation of the Community Documents; provided, however, Lessee shall be entitled to cure any violation by the means provided in the Community Documents; (2) to employ such attorneys, agents, or professionals as shall be required for such purposes; (3) to collect, settle or compromise all outstanding payments due from Lessee in connection with the leased premises; (4) to prosecute and defend all actions or proceedings in connection with the leased premises and the eviction of the Lessee; and (5) to do every act with Lessor might do in its own behalf to fulfill its obligations under the Community Documents. Lessor and Lessee hereby agree and acknowledge that this

power of attorney, which shall be deemed a power coupled with an interest, cannot be revoked.

4. Injunctive Relief. Lessee and Lessor agree that money damages would not be sufficient remedy for any breach of the Lease or violation of the Community Document and that, in addition to all other remedies, the Association shall be entitled to injunctive or other equitable relief as a remedy for any such violation of the Community Documents. The Lessor agrees to assign to the Association any and all of its rights which the Association may deem necessary to obtain such injunctive relief upon written demand by the Association, and the Lessee hereby agrees to consent to such assignment. Lessor hereby agrees that in the event that it shall become necessary for the Association to cause the Lessee to be removed from the leased premises by initiating an action for injunctive relief against the Lessor, the Lessor shall be responsible for all costs, charges and expenses of the Association in connection with such action, which shall be added to and become part of the assessment (as that term is defined in the Declaration) against that Lessor's Unit secured by a lien upon the property against which such assessment is made in accordance with Section 12.24 of the Declaration.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

Witnesses:

"Lessor"

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Witness

Print Name: \_\_\_\_\_

\_\_\_\_\_

Witness

Print Name: \_\_\_\_\_

"Lessee"

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Witness

Print Name: \_\_\_\_\_

\_\_\_\_\_

Witness

Print Name: \_\_\_\_\_