

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS OF
FRANCES ARBOR VILLAS**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the developer of Frances Arbor Villas, real property more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "lots") and incorporated herein by this reference, imposed certain restrictions thereon, intended as conditions of use and occupancy and covenants running with the land, said restrictions having been entitled Declaration of Restrictions, Frances Arbor Villas and recorded in O.R. Book 3578 at page 640 of the public records of Hillsborough County, Florida; and,

WHEREAS, the Declaration of Restrictions was subsequently amended by virtue of amendments recorded in O.R. Book 3859 at page 498 and O.R. Book 4411 at page 1863 and was subsequently amended and restated by virtue of the Amended Declaration of Restrictions, Frances Arbor Villas recorded in O.R. Book 10153 at page 0001 of the public records of Hillsborough County, Florida (hereinafter referred to as the "Declaration"); and,

WHEREAS, Article III, Section 3 of the Declaration provides that the Declaration may be amended by a majority vote of the record owners of the lots either in person at a meeting of the owners or by proxy;

NOW THEREFORE, the Declaration is hereby amended and restated as follows:

ARTICLE I

Homeowners Association

1. For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots in the development, and to enable and aid the goal of secure and safe living, a homeowners association has been created in accordance with Florida Statutes, §617.301 et seq. (hereinafter referred to as the "Association").

2. Pursuant to Florida Statutes, §617.303, the Association has been incorporated as a Florida Corporation.

3. The Association has been incorporated under the name "FRANCES ARBOR VILLAS HOMEOWNERS ASSOCIATION, INC.".

4. Every person or entity who is a record owner of a fee simple interest in any of the lots shall be members of the Association during their term of ownership. Membership shall be appurtenant to, and may not be separated from, ownership of any lot.

5. The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as the “Board”) elected by the members. The Board shall be comprised of not less than five (5) nor more than nine (9) directors, all of whom shall hold office for a term of two (2) years on a staggered basis, as more fully set forth in the By-Laws.

6. The Board shall have the right to exercise all of the powers and duties of the Association, express or implied, which shall include, without limitation, the following:

(a) The care, upkeep, maintenance, and replacement of the exterior wall, signs, entranceways, grass, landscaping, and any other portion of Frances Arbor Villas as may require care, upkeep, maintenance, or replacement;

(b) The determination of the expenses required for the operation of the Association;

(c) The contracting with persons or entities to provide goods or services for the benefit of the Association;

(d) The maintenance of bank accounts;

(e) The maintenance of insurance;

(f) The enforcement of all rules and regulations binding upon the members;

(g) The review of, and right to approve or reject, buildings, structures, and other improvements proposed for any of the lots in accordance with the criteria established in Article II of this instrument;

(h) The assessment of funds reasonably required to fulfill the powers and duties of the Association, which shall be assessed against each lot owner who shall become individually liable therefor, including court costs, suit money, and attorney’s fees if resort to legal action becomes necessary, whether or not suit be filed;

(i) The collection of assessments, including the filing of liens, suits to foreclose liens, and suits for damages; and

(j) The filing of suits seeking abatement of nuisances or injunctive relief.

7. Annual assessments (hereinafter referred to as “assessments”) shall be payable to the Association in amounts and on dates set by the Board. Assessments must be paid when due for a lot owner to be considered a member in good standing of the Association. The Association has all collection rights provided in Florida Statutes §720.3085.

ARTICLE II

Lot Improvements, Usage, and Restrictions

1. For the purpose of insuring that Frances Arbor Villas remains a residential area of the highest quality and standard, and in order that all improvements on each lot shall present an attractive and pleasing appearance, the following minimum standards and requirements shall apply to all lots:

(a) Only one private dwelling shall be erected, constructed, placed, or maintained on any one of the lots, except that more than one lot may be used for one private dwelling;

(b) No dwelling shall be constructed on a lot unless such lot shall have an area of at least 10,000 square feet, and no such dwelling shall be constructed except in accordance with setback requirements established by city ordinances in effect at the time of construction; provided, however, that in no event shall any building be erected at a distance of less than 20 feet from the front lot line, or less than 20 feet from the rear lot line, or less than 7 1/2 feet from any side lot line other than a side lot line of a corner lot. No building situated on a corner lot shall be erected at a distance of less than 15 feet from any public or private street or right-of-way. Each dwelling constructed on a lot shall have a roof of design, type, and materials approved by the Board;

(c) No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling, not to exceed two (2) stories in height, a private garage for no more than three (3) cars, and other out-buildings approved prior to erection by the Board in writing. Garages may not be enclosed as a habitable room without leaving the overhead door intact;

(d) Other than the above-mentioned single family dwelling, no building other than an attached garage may be erected on any lot without prior written consent of said Board and no structure of a temporary nature or character shall be used as a residence. If a detached garage or out-building is built, either simultaneously with or subsequent to the erection of the dwelling house, the same shall be of the same kind of materials as the construction of the dwelling and shall be substantial and shall conform architecturally with the dwelling house;

(e) All buildings placed on any lot shall be constructed thereon according to plans and specifications which have been approved by the Board;

(f) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood;

(g) No building or structure shall be moved onto any lot, it being the intent of the imposition of these restrictions that any and all buildings or structures on any of the properties hereinbefore described shall be constructed thereon;

(h) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, or within any structure thereon, except that dogs, cats, and other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose;

(i) No permanent signs of any kind shall be displayed to the public view on any lot; temporary signs may only be displayed in accordance with City of Temple Terrace Code Sec. 12-989;

(j) No dwelling shall be constructed on any lot at a cost less than the cost levels prevailing at the current time, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced at the current time for the minimum permitted dwelling size. The living area of the main structure, exclusive of one story open porches, carports, and garages, shall be not less than 2,000 square feet for a one story dwelling, and not less than 2,400 square feet for a two story dwelling. Each house shall have a garage of not less than 480 square feet unless otherwise approved in writing by the Board;

(k) No walls, fences, or other out-buildings or additions to any of the buildings shall be erected by the owners of any lot without the prior written consent of the Board and such walls, fences, and other buildings or additions to any dwellings shall be erected according to the plans and specifications as approved by the said Board. Walls and fences shall comply with Temple Terrace Fence & Wall Maintenance guidelines per City of Temple Terrace Code Sec. 12-861;

(l) Street mailboxes shall be of the type consistent with the character of the development and shall be placed and maintained to compliment the houses in the neighborhood. The type and location of the mailbox must be approved by the Board;

(m) Each lot and all improvements and landscaping thereon shall be maintained in a safe, clean, and attractive condition. Owners shall maintain any trees, shrubs, sod and irrigation systems located within their lot. Lots containing grass lawns shall be mowed regularly so that the height of the grass does not exceed eight (8) inches. Edging of curbs, sidewalks, and driveways shall be performed as needed and reflect a neat appearance. Driveways, curbs and sidewalks shall be kept clean of mold, mildew and oil stains. Sidewalks shall be kept free from obstructions. Owners shall comply with applicable water restrictions, ordinances and rules imposed by the City of Temple Terrace;

(n) Exterior walls, roof shingles, gutters and down spouts, window and sliding door screens, screen cages, soffits, and fascia shall be kept free of mildew, stains or other discoloration. Changes and modifications to the exterior color or scheme of the dwelling must be approved by the Board. If the dwelling is repainted with the current colors or scheme, no Board approval is required;

(o) Clotheslines may only be installed in a rear yard location, not visible from the street or neighboring property. This restriction and all rules promulgated pursuant hereto shall be construed so as to not conflict with the terms of Florida Statutes §163.04;

(p) Significant lot grading and landscaping plans must receive prior written approval from the Board before implementation;

(q) Except as noted below for recreational vehicles, no commercial vehicles, equipment, trailers, unlicensed motor vehicles of any kind, mobile homes, or recreational vehicles (such as campers, motor homes, boats, or personal watercraft) shall be permitted to remain overnight in any public right-of-way or on any lot unless garaged or otherwise concealed from view of adjoining lots, streets, and common areas;

(r) Recreational vehicles (such as campers, motor homes, boats, or personal watercraft) may only be parked in the front yard of a lot on a temporary basis for up to two (2) days for purposes of loading, unloading and cleaning or for up to seven (7) days when owned by visitors or house guests of the lot owner in accordance with City of Temple Terrace Code Sec. 12-859;

(s) No window air conditioning units shall be installed without prior written approval of the Board; and

(t) Except with the prior written approval and permission of the Board and all governmental agencies having jurisdiction, no water well shall be sunk or drilled on any lot.

2. As prerequisite to erection or placement of any building, structure, or other improvement on any lot, the written approval of the Board must first be obtained.

(a) As the prerequisite to consideration for approval, and prior to beginning the contemplated work, the owner shall submit to the Board building plans and specifications and lot grading and landscaping plans showing the nature, kind and shape, height, size, materials, floor plans, exterior color schemes, location and orientation of the lot and square footage, construction schedule, front, side, and rear elevations, and such other information as the Board shall require. In addition, samples of building materials proposed to be used shall be submitted to the Board for approval as the Board may specify and require.

(b) The Board shall have the reasonable right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any specific reason or reasons, including purely aesthetic reasons. In the event the Board rejects such plans and specifications as submitted, the Board shall so inform the owner in writing stating with reasonable detail the reason(s) for disapproval and the Board's recommendations to remedy the same if in the sole opinion of the Board a satisfactory remedy is possible.

(c) Upon the owner receiving written approval from the Board, construction shall be started and prosecuted to completion promptly and in substantial conformity with

the plans and specifications as approved by the Board. Construction of each dwelling shall be completed twelve (12) months from the date of commencement thereof or by authorized extension of such time limit brought before the Board. Before any dwelling can be occupied, a Certificate of Occupancy must be issued.

(d) The Board shall be entitled to stop any construction in violation of these restrictions. Any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the owner's cost.

(e) In the event the Board fails within thirty (30) days to approve or disapprove such plans and specifications, approval will not be required and this section shall be deemed to have been fully complied with.

3. All leases of lots within the subdivision shall be in writing and shall have a term of at least seven (7) months. Prior to leasing his or her lot, the owner must obtain an annual rental housing permit from the City of Temple Terrace, pay the permit fee, and submit proof of said issued permit to the Board. Owners must comply with all applicable City of Temple Terrace ordinances governing leasing. The Board is authorized to take enforcement action against an owner, including but not limited to the imposition of fines and/or the filing of an injunction lawsuit, if the owner fails to properly register with the City of Temple Terrace or fails to obtain or renew a permit with the City of Temple Terrace prior to leasing his or her lot.

4. In the event an owner of any lot fails to maintain the premises and improvements situated thereon in accordance with these covenants, the owner shall be notified in writing and given a reasonable amount of time to correct or abate the situation. If the owner fails to do so within the deadline imposed by the Board, the Board shall have the right (although it should not be required to do so) to enter upon the lot for the purpose of correcting or abating the situation. Costs incurred by the Association to correct or abate the situation shall be considered an assessment against the owner and the owner's lot, which may be enforced by a lien and subject to foreclosure by the Association in accordance with this Declaration and Florida Statutes §720.3085, as amended from time to time.

5. In the event an owner significantly and/or consistently violates the provisions of this Declaration, the Articles of Incorporation, the By-Laws, or any applicable county code or city ordinance, the Board shall have the right but not the obligation to proceed with enforcement action against the owner in accordance with Florida Statutes §720.305. A fine may be imposed by the Board for each day a violation continues after notification by the Board. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within the fifteen (15) days, the amount of such fine shall be considered an assessment against the owner and the owner's lot. Fines of \$1,000 or more may be enforced by a lien and subject to foreclosure by the Association in accordance with this Declaration and Florida Statutes §§720.305 and 720.3085, as amended from time to time.

ARTICLE III

Miscellaneous

1. This Declaration shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns, and upon the heirs, executors, and assigns of any persons, partnerships, corporations, or other entities which hereafter acquire title to the properties.

2. The invalidity in whole or in part of any covenant or restriction or any section, sub-section, sentence, clause, phrase, or word, or other provision of this Declaration shall not affect the validity of the remaining portions.

3. Amendments to this Declaration may be made from time to time by instruments recorded in the public records of Hillsborough County, Florida, such instruments having been executed and acknowledged with the same formalities as required for instruments of conveyance by a majority of the Board. In any such amendment the Board shall certify that a vote thereon was taken by the members at a meeting with respect to which all members were advanced reasonable notice of the intent to put the matter to a vote and that the proposed amendment was approved by the affirmative vote of a majority of the members entitled to vote. A member may vote either in person at said meeting or by proxy.

4. Any waiver, acquiescence, or approval granted by the Board shall not operate as a waiver, acquiescence, or approval as to any other similar or analogous matter which comes within the purview of these restrictions.

EXHIBIT "A"

Lots 1 to 12 inclusive in Block 1; Lots 1 to 20 inclusive in Block 2;
Lots 1 to 13 inclusive in Block 3; Lots 1 to 14 inclusive in Block 4;
Lots 1 to 22 inclusive in Block 5; Lots 1 to 16 inclusive in Block 6;
Lots 1 to 10 inclusive in Block 7; Lots 12 to 19 inclusive in Block 7
and Lot 20 less that part described as: Begin at the Southwest corner
of said Lot 20 in Block 7 and run North along the West boundary of said
Lot 20 in Block 7 a distance of 110 feet, run East parallel to the North
boundary of said Lot 20 in Block 7 to a point on the East boundary of
said Lot 20 in Block 7, run thence South along the East boundary of said
Lot 20 in Block 7 to a point on curve, run thence Southwesterly along the
arc of said curve a distance of 39.29 feet, said curve having radius
of 25 feet, chord bearing and distance of South 44 degrees 51 minutes
25 seconds West 35.37 feet, run thence West along the South boundary of
said Lot 20 in Block 7 a distance of 95.67 feet to the Point of Beginning,
all in FRANCES ARBOR VILLAS, as per map or plat thereof recorded
in Plat Book 49 on page 57 of the Public Records of Hillsborough County, Florida