

# AVALON PARK WEST RESIDENTIAL PROPERTIES

## RULES and REGULATIONS

INCLUDING SOME ARC GUIDELINES and USE RESTRICTIONS

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### **ADMINISTRATION**

Every owner shall comply with the restrictions and rules set forth in the Declaration of Master Covenants, Conditions, and Restrictions for Avalon Park West Residential Owners Association, Inc. recorded at Official Records Book 8744, Page 2708, Public Records of Pasco County, Florida, as amended from time to time (the "Declaration"), and any and all Rules and Regulations adopted by the Board as set forth in the Declaration. The following are the Use Restrictions and Rules of the Association (hereinafter "Rules") which may be amended, modified, or added to from time to time as provided in the Declaration and the Bylaws of the Avalon Park West Residential Owners Association, Inc., recorded at Official Records Book 8744, Page 2799, Public Records of Pasco County, Florida, as amended from time to time (the "Bylaws"). Capitalized terms used but not defined herein shall have the meaning set forth in the Declaration.

Residential Use: Avalon Park West, subject to these restrictions and rules and except as permitted under the planned development zoning, shall be used for residential living units and related recreational facilities only and for no other purposes. Uses which do not conform to Pasco County zoning ordinance or, the Avalon Park West Master Plan as amended from time to time, shall not be permitted.

Change of Address: In order to change your billing address, please contact the Association or Management Company in writing. It is the responsibility of the owner to keep the Association informed of the owner's current mailing address for all properties including those that are rented or leased. **Late charges which are incurred because the Association did not receive written notice of an address change will not be waived.**

Sale of Home: It is the responsibility of the owner/seller to notify the escrow company/buyer that the Association or Management Company must be contacted in writing fifteen (15) days before the transfer of ownership is completed. The owner of record is responsible for payment of assessments until the close of escrow/transfer of ownership. Any proration of assessments is to be done by escrow.

**Enforcement Procedures: The Homeowner, by purchasing a property in Avalon Park West, has consented to the adoption, by the Board of Directors of the Articles of Incorporation, Bylaws and/or Association Rules and Regulations.**

The Association, in its discretion, may take legal action to bring a property into compliance. All legal fees and costs incurred by the Association may be assessed to the legal owner and, if unpaid, may be the basis for a claim of lien on the property.

The current procedure for notifying homeowners of non-emergency violations is as follows:

1. A letter is sent to the homeowner notifying them of violations of the Declaration, Rules or ARC "Design Guidelines" adopted pursuant to Article IV of the Declaration. The letter shall be mailed to the address as it last appears on the Association's records, and shall include a description of the violation and a reasonable timeline for correction of the violation. A minimum of thirty (30) days should be provided in the notice to correct the violation unless circumstances dictate a longer or shorter period of time in the discretion of Management acting at the direction of the Board.

2. A second letter is sent if the violation is seen again by the Manager, designated staff, or a member of the Board. The second letter shall clearly state that the violation has not been corrected within the allotted timeframe and a shorter timeframe shall be provided to avoid further action. The homeowner shall be notified of their responsibility for all costs incurred by the Association in connection with enforcement action.
3. If the violation continues and is seen again by the Manager, designated staff, or a member of the Board after expiration of the timeframe for correction set forth in the second demand letter, a third and final demand letter shall be sent to the homeowner advising that the account will be turned over to the Association attorney if the violation continues. The letter shall provide no more than seven (7) days to correct the violation to avoid further action.
4. If the violation continues after the expiration of the timeframe set forth in the third and final demand letter, the account will be reviewed to decide if the account should be sent to the attorney to seek injunctive relief.

The attorney will then seek to rectify the condition by corresponding with the homeowner and by seeking injunctive relief through the court system, including, but not limited to, providing the owner with a Statutory Offer of Mediation.

Further Restrictions: The restrictions contained herein are intended to be minimum restrictions applying to the Properties. The Board and/or the Association will have the right to subject the Properties to further restrictions and covenants by way of the Declaration.

**Anything deemed to be an emergency violation would be handled on a case by case basis**

Non-Waiver: No delay in enforcing these rules as to any breach or violation thereof shall impair, damage or waive the right of the Association to enforce the same, to obtain relief against or recovery for a continuation or repetition of such breach of violation or of any similar breach of violation thereof at a later time or times.

*In no event should owners who witness another Owner in violation of the Declaration, Articles, Bylaws or these Rules rely upon the existence of that violation as grounds to believe that the Association has waived its right to enforce that restriction or that the Association is engaging in selective enforcement. The violation should be reported to the Association for enforcement.*

## **AIR CONDITIONERS AND EQUIPMENT/SHIELDING**

No window air conditioning units shall be permitted. All air conditioning units, heating units, propane tanks, and pool equipment shall be shielded by landscaping or fencing, so that they shall not be visible from the right of way.

## **ANIMALS**

Each household shall not exceed a total of six (6) animals, consisting of dogs and/or cats. No horses, cattle, swine, goats, poultry, fowl, or any other animals not commonly considered household pets shall be kept on the Properties. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on the Properties. In no case should animals be raised for commercial breeding purposes.

All pets shall be kept on a leash that is continually under the control of the owner, or the person walking the pet, when not on the pet owner's fenced in unit or on a designated area for such pets and no pet shall be allowed to roam unattended.

**All residents must clean up after their pets. Dog waste should be disposed of properly in a community provided waste container or the weekly trash.**

A citation will be issued to the animal's owner if the violation is observed by the Association's staff members and, if not corrected, may result in an injunction levied against the animal's owner for such violation by the Board of Directors.

Written complaints received by the Association concerning barking dogs, pooper scooper violations and unleashed pets on private, public or common areas, will be issued a warning by the Association if the alleged nuisance has been reported with sufficient evidence. In addition, the Association may monitor the alleged nuisance and reserves the right to refer the matter to Association's legal counsel for handling if appropriate.

## **ANTENNAE**

Without the express prior written consent of the ARC no exterior radio television dish or other antennae or device for sending or receiving electromagnetic signals will be erected or maintained in Avalon Park. The ARC shall consent to requests for approval of such equipment provided aesthetic impact to surrounding properties is minimized by fencing or other screening materials to the extent permitted by applicable law.

## **ARCHITECTURAL REVIEW**

No exterior modification on a Lot, including but not limited to, new construction or remodeling, including changes in exterior color, landscaping, decks, balconies or patios, or the placement or installation of any kind of structure or statue is to occur on any lot or exterior of any home without the prior approval of the appropriate reviewing entity under the Declaration ("Reviewer"). The responsibility of architectural review is to ensure that the harmonious, high-quality image of Avalon Park West is implemented and maintained. **Any request for architectural review filed after work is already started or completed prior to approval is subject to removal.** If you have any questions as to what needs architectural approval, call the Association office during normal business hours.

*In no event should owners who witness another Owner in violation of the Declaration, Articles, Bylaws or these Rules rely upon the existence of that violation as grounds to believe that the Association has waived its right to enforce that restriction or that the Association is engaging in selective enforcement. The violation should be reported to the Association for enforcement.*

Exterior Appearances and Landscaping: The painting, coating, stain, roof shingle and other exterior finishing colors and materials on all residential buildings may be maintained as originally installed, without prior approval of the Architectural Review Committee (the “ARC”) or other reviewing entity, according to the Declaration. Notwithstanding, **owners are encouraged to apply even if they think they are using the same color, shingle or finish to avoid situations where the color or material utilized looks different than what was originally used.** The ARC’s determination is final and conclusive. Prior approval by the ARC shall be necessary before any such exterior finishing color or material is changed. However, if you do not have the exact paint specification or other exterior finish identification and you intend to match the original color, prior written approval should be obtained to ensure that the match is consistent with the Association’s current color palette.

All paint colors (base, trim and accent colors) must be selected from the approved color schemes located in the POA’s office. A Lot or Unit landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations shall be maintained by the Owner substantially as originally installed by Developer unless the prior approval for any change, deletion or material addition is obtained from the ARC.

If an application is disapproved, the owner may request to meet with the ARC, within thirty (30) days of the initial disapproval, at their regularly scheduled meeting to review and discuss the plans and application. If the ARC upholds the disapproval of the application, the owner may appeal the disapproval, in writing, to the Board of Directors. The Board of Directors must receive the written request not more than thirty (30) days following the final disapproval by the ARC. The Board of Directors shall then reply to the appeal within (30) thirty days in writing.

## **AWNINGS**

All awnings need approval of the Architectural Review Committee. Color and size must be compatible with home's exterior colors and dimensions. **Metal awnings are prohibited.**

## **BASKETBALL COURT RULES**

1. Court hours are from dawn to dusk.
2. Only proper shoes are allowed on courts.
3. All basket court rules, regulations and courtesies shall be observed.
4. Basketball courts are to be used for basketball only. No bicycles, skates. skateboards, inline skates, hockey or other activities permitted.

5. No pets are allowed on courts.
6. Climbing or abuse of basketball hoop will not be tolerated.

## **BOATS**

The use of internal combustion motors and electric motors on boats is prohibited on the lakes and waterways. Small boats, under 14 feet, canoes and other non-motorized watercraft consistent with the foregoing length restriction are allowed in the lakes. No boats shall be parked or stored on any of the common properties or common areas.

All boats stored on a lot must be stored within a fully enclosed garage provided said storage does not result in motor vehicles being parked in violation of the Declaration or any Rule set forth herein.

## **BUILDING - DAMAGE**

If all or any portion of a home or Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence to rebuild, repair, or reconstruct such home in a manner which shall substantially restore it to its appearance or condition immediately prior to the casualty. Should a dispute ensue between any Owner and their insurance carrier which results in the carrier refusing or delaying the payment of a claim beyond ninety (90) days from the date of the casualty, the Owner shall proceed with the repairs and reconstruction at their own expense.

No building or structure shall be permitted to fall into a state of disrepair. In the event any building or structure is damaged or destroyed, the owner is responsible for the immediate commencement of repairs or reconstruction. Reconstruction shall be undertaken within two (2) months after the damage occurs, unless prevented by governmental authority. The owner of every home or structure is responsible at all times for keeping the buildings in good condition, and adequately painted or otherwise finished.

Proper permitting along with documents showing the scope and duration of the repair(s) shall be provided to the Association.

## **BUILDINGS – TEMPORARY**

No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on the Properties. Temporary POD type storage will be permitted for a period not to exceed fourteen (14) days with association approval.

## **BUSINESS - IN HOME BUSINESS**

No trade or business will be conducted or carried out within the Residential Units or on Residential property, except that an Owner or occupant residing in a unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the unit; (b) the business activity conforms to all zoning requirements

for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, a

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

### **CABLE TELEVISION**

The Association (or its successor or assigns) shall have the right to install, or enter into contracts for, the installation of a cable television system providing cablevision entertainment to the Residential Units in the community. Any agreement for services may provide that basic services shall be available for all Residential Unit Owners. In connection with the installation, maintenance and operation of such systems the Association reserves access, installation and service easements over, across and under Common Property and Residential Property necessary to provide such cable television services to all Owners of Residential Units; provided, however, such easements shall be reasonably located by the Association so as to not unreasonably impair the value of use of Residential Property or the Residential Units.

Homeowners shall retain the right to secure and install any cable provider of their choice at their own expense.

### **CLOTHES DRYING**

Clothes drying structures may be used only for purpose of clothes drying and must be temporary structures and located in the back of the property only. The clothes drying structure must be removed and properly stored when not in use for such purpose.

### **CONSERVATION AREA**

If your property backs up to a conservation area, special care needs to be exercised. It is illegal to dump anything into, or disturb in any way the area beyond your lot line. This includes clearing, sodding, etc. Residents and their invited guests are not permitted to enter the conservation areas without the written approval of the Board of Directors.

**No hunting will be permitted anywhere on any grounds within Avalon Park West.**

## **CONSTRUCTION & ADDITIONS**

All construction and additions must obtain ARC approval.

The interests of neighboring properties must be protected by making reasonable provisions for such matters as access, surface water drainage, sound and sight buffers, and preservation of views, light and air, and other aspects of design which may have a substantial effect on neighboring properties.

The proposed construction must be compatible with the design characteristics of the property itself, adjoining properties, and the neighborhood setting. Compatibility is defined as harmony in style, scale, materials, and color and construction details.

Florida Room/Lanai: Limited to the rear of the home. Roof must be pitched and shingled to match the existing style of the home. Posts and kick plate must be structural and match the existing stucco/finish of the home. All additions must submit an ARC application with survey, plan, and drawings for ARC review.

## **CURTAINS**

ARC approval is required to install exterior curtains or shades. Color must be neutral and compatible with home's exterior colors. **No sheer material permitted.**

## **DOG HOUSES**

Residents must have Architectural Review Committee approval if the dog house is to be visible from the street or adjacent properties.

## **DOG PARK**

Dog Park rules are posted at the dog park as follows:

1. Owners must clean up after their pets.
2. Dogs with a known history of dangerous behavior are prohibited.
3. Dogs must be licensed and current on all vaccinations.
4. Dogs must wear a collar at all times.
5. Leaving dogs unattended is prohibited.
6. Owner should carry a leash at all times.
7. Young children must be closely supervised.
8. Dogs should be leashed prior to entering and upon leaving the park.



## **DRAINAGE**

No changes in elevations of the property subject to these restrictions shall be made which will cause undue hardship to adjoining property or be inconsistent with the approved draining plans for Avalon Park or any part thereof.

## **DRIVEWAYS/WALKWAYS/POOL DECKS/PATIOS**

All driveways shall be maintained and kept stain-free. Owner shall secure ARC approval prior to paving walkways, driveways, driveway aprons, pool decks, sport courts, or patio areas with any paving material, including concrete, asphalt, brick, flagstone, stepping stones, and pre-cast patterned or exposed aggregate concrete pavers.

Extending, expanding, staining, resurfacing, or repaving of any walkways, driveways, driveway aprons, pool decks, sport courts, or patio areas requires ARC approval.

Walkways around the perimeter of a house must not exceed three feet (3') in width. However, proposed walkways around the perimeter of a house that are more than three feet (3') in width will be considered on a case-by-case basis depending on its location. Overall appearance and architectural design of walkways for the specific neighborhood will influence the ARC decision.

Driveways cannot be extended beyond the line of the side wall at either side of the garage and must not exceed twenty-four feet (24') in width. Driveway apron extensions must match the line of the driveway and run parallel with the sides of the apron. The ARC shall not approve extensions or expansions for the purpose of providing side yard parking.

If paving with material other than concrete a sample of the paving material or colored photo and color name must be submitted for ARC review. If staining, a sample and color name of the concrete stain is required for ARC review. The only colors to be considered are colors consistent to the existing concrete. Resurfacing, other than concrete, of the sidewalk is not allowed.

## **EASEMENTS**

Easements for the installation and maintenance of utilities are reserved as shown on the recorded plats and Master Plan covering the Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of the utilities. The area of each Unit covered by an easement and all improvements in that area shall be maintained continuously by the Owner of the Unit, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible.

## **EXTERIOR MAINTENANCE**

Grounds: Each Homeowner shall maintain Unit grounds at all times in a neat and attractive manner and as provided elsewhere herein. Upon the Homeowner's failure to do so, the Association may, at its option after giving the Owner written notice as provided in the Declaration or By-Laws, have the portion of the grass, weeds, shrubs, and vegetation which the Owner is to maintain cut when and as often as the same is necessary. The Association may also remove and replace dead trees, shrubs and plants and may have any portion of the Lot or Unit resodded or landscaped.

Structures: Each Homeowner shall maintain Unit structures at all times in good repair and appearance and as otherwise required herein. Owners should familiarize themselves with publications available from such sources as the University of Florida, UF/IFAS, which include recommended maintenance standards for plant materials. Upon the Homeowner's failure to do so, the Association may, at its option, after giving the Owner written notice as provided in the declaration or By-Laws, (thirty (30) days written notice) make repairs in a workmanlike manner. No bids need be obtained by the Association for such work and the Association shall designate the contractor in its sole discretion. The Association, through its duly authorized agents, employees or independent contractors shall have the right, after reasonable notice to the Owner, to enter upon any unit at reasonable hours on any day to accomplish the work described herein.

**The cost of any of the work performed by the Association upon the Owners' failure to do so shall be immediately due and owing from the Owners of the Unit upon which the work was performed collectible in a lump sum, secured by a lien and Specific Assessment charged against the Unit on which the work was done, and shall be the personal obligation of all Owners of such premises.**

## **FENCES / WALLS**

The composition, location and height of fences and walls must be approved by the ARC prior to installation in accordance with the standards and requirements set by the ARC. No fences shall be installed on or across alley easements. Fencing Guidelines are as follows: Only white or beige PVC, black or white aluminum picket and wrought iron materials will be permitted. All posts and rails must be located on the interior side of each lot. Fence styles must be consistent on all sides. Note\* May use picket fencing in the rear side if privacy is used on the right and left sides. If neighboring properties have a different style fence you may choose to use a different style on the remaining sides of your property.

1. All backyard fencing must not exceed 6 feet in height. Setbacks shall be 35 feet back from the front sidewalk, 3 feet in from the side sidewalk and 3 feet in from the rear alley concrete.
2. Fencing along the front of the property must not exceed 3 feet in height.
3. Fencing along ponds or lakes must be a maximum of 4 feet in height along the rear of the property. Sides must be a maximum of 6 feet and transition down to 4 feet the last 10 feet near the rear of the property.

**Living fences, or hedges, may be used in lieu of fencing for privacy but also require prior ARC approval and follow the same height and setback restrictions.**

Permanent wall structures are also acceptable. An application for a permanent wall will require structural details along with the standard required information.

**No small decorative non-permanent fencing will be approved.**

## **FLAGPOLES**

Flags must be in good condition, not torn or faded, and secured to a properly installed flagstaff or flagpole.

1. No more than one (1) flagstaff and one (1) flag with a maximum length of six (6) feet, mounted at a forty-five (45) to ninety (90) degree angle from the vertical face of the house may be attached to the front of a house. Flagstaffs can only be attached to the house at one point.
2. One (1) freestanding flagpole no more than twenty (20) feet high is allowed anywhere on the owner's property as long as it is not on an easement and does not obstruct sightlines at intersections.
3. Two (2) flags will only be permitted in the case that: One (1) United States flag and one (1) State of Florida flag or Armed Forces flag or POW-MIA flag may be displayed at all times. The United States flag may be 3' x 5' or the maximum size (4.5' x 6') allowed by the Florida Statutes. The State of Florida, Armed Forces, and POW-MIA flags must be equal to or smaller than the United States flag. All other flags shall be a maximum of 3' x 5'.
4. Flags that are offensive in nature shall not be permitted. "Offensive" includes, but is not limited to, the following categories of words, expressions or depictions:
  - a. Profanity or curse words
  - b. Vulgar or obscene expressions, graphics or depictions

## **GARDENS**

Gardens will be allowed in rear yards only and must not be seen from the street.

## **GAZEBOS/PERGOLAS**

ARC approval is required prior to placing a gazebo or pergola on the property. Black, white, brown, house body or trim color are the only colors permitted. **Canopies are not permitted.**

## **GUNS**

Brandishing or discharge of firearms within the community is prohibited. The term “firearms” or “guns” shall include but is not limited to “B-B Guns”, Pellet Guns, and any and all firearms of any type, regardless of size, or caliber or any other device which hurls projectiles at a speed which can cause injury

## **HEDGES**

1. All hedges or shrub lines along the perimeter of the house should be below the window sill or even with the porch railing but in no case higher than 42 inches.
2. Pruning or removal can be required if trees grow together and look like a hedge or fence or impede sight lines.
3. For lots that back up to a lake, hedges along ponds or lakes must be a maximum of 4 feet in height along the rear of the property. Sides must be a maximum of 6 feet and transition down to 4 feet the last 10-16 feet near the rear of the property.
4. Non-alley lots may have shrubs/hedges in the rear no higher than 10 feet. They must be regularly pruned and not impede on neighboring properties.

**Live Fences: See Fencing Guidelines**

**Any landscaping that does not meet guidelines is subject to removal or modification if they do not meet guidelines.**

## **HOLIDAY DECORATIONS**

Outdoor holiday decorations must be removed within twenty (20) days after the respective holiday.

## **HOUSE NUMBERS**

1. House numbers must be no less than three (3) inches but not more than eight (8) inches in height and be affixed to the front elevation of the house.

2. The numbers must be black, white, gold or silver and contrast with the immediate background material.
3. House numbers must not be internally illuminated, except when it is solar powered with white light, placed at the front plant bed (closest to the house) and integrated with the landscape and only used as an addition to the affixed house number.
4. House numbers must be properly displayed and easily viewed from the street.

## **HUNTING**

No hunting of any kind will be permitted anywhere on any grounds within Avalon Park West.

## **IRON BARS**

Iron or steel bars, or similar fixtures installed on any window opening or door opening of any home or business are not permitted.

## **LAKES / PONDS**

The use of all lakes and water bodies existing or created in Avalon Park will be in accordance with rules and regulations adopted from time to time by the Association.

Swimming: No swimming is allowed in the lakes and waterways in Avalon Park.

Fishing: Fishing is permitted in Avalon Park ponds as long as the fishing is not within fifteen (15) feet of any fountain.

Boats: The use of internal combustion motors and electric motors on boats is prohibited on the lakes and waterways. Small boats, under 14 feet, canoes and other non-motorized watercraft consistent with the foregoing length restriction are allowed in the lakes. No boats shall be parked or stored on any of the common properties or common areas.

## **LANDSCAPING**

**All landscaping shall be maintained as originally installed by the builder.**

**Any changes to an existing landscape bed will be approved on a case by case basis.**

All homes should contain a planting bed that runs the length of the front elevation with a minimum width of 4 ft.

All homes should contain one understory tree.

All planting beds should be **full** of plantings/shrub material.

Spacing of planting materials should be as follows:

Bushes, shrubs and ornamental plants not planted as hedges should be planted a maximum of 3 feet apart.

Ground cover or ornamental plants not planted as hedges should be planted a maximum of 2 feet apart. (Groundcover may not be used for the entire landscape bed)

Small landscape trees should be planted for proper clearance of buildings or any other structure and other trees.

Please contact Avalon Park West RPOA to obtain the resource book to view a list of plant types and plants suitable for the soil conditions in Avalon Park West. (book coming soon)

Mulch and/or other types or acceptable substrate, i.e. rock and or recycled materials must be consistent throughout the property.

Maintenance: All landscaped areas (including the paved public right-of-way) shall be maintained in a live, healthy and growing condition, properly irrigated and trimmed. Any planting of grass, shrubs or trees which become badly damaged or are dead shall be replaced with similar, sound, healthy plant material. Annuals and ground cover planted in the county right-of-way must be maintained at a height less than 18 inches.

Weeds and Underbrush: No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the Properties and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

Landscape Bed Curbing: The only approved curbing will be stone, concrete curbing, low profile composite edging, or stacked bricked pavers. No plastic, metal, wire or faux stone edging will be permitted. All borders on property must be consistent throughout.

## **LAWNS**

All lawns shall be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plants, removal of weeds and noxious grasses and removal of trash as needed.

**St. Augustine, Bermuda and Zoysia are the only grass types permitted.**

Grass can be no higher than 6" or have seed heads. Grass shall be kept neatly trimmed around all stationary objects. Grass type must be consistent.

If a lawn is 25% or more weeds, bare ground, or dying grass it must be restored.

## **LIGHTING**

No exterior lighting fixtures shall be installed on any residential unit without adequate and proper shielding of fixtures. No lighting fixture shall be installed that may be or may become an annoyance or a nuisance to the residents of adjacent residential units. It is required that when landscape lighting is added to any Townhome unit the owner will assume lawn maintenance around each fixture.

**No exterior lighting of a Unit shall be permitted without prior approval by the ARC.**

## **MAIL BOXES**

Receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar material shall not be erected on any lot. If and when the United States mail service or the newspaper or newspapers involved indicate a willingness to make delivery to wall receptacles or Office Neighborhood Delivery and Collection Box Units, each homeowner shall be required to install an ARC-approved wall receptacle.

## **NUISANCE**

Nothing shall be done on the Properties which is illegal or which may be or may become an annoyance or nuisance to the Neighborhood. Questions as to what may be or become a nuisance shall be submitted in writing to the Board of Directors.

Either a dated picture or video can be used to report a violation to the Association. These are for violations that may not be able to be monitored by the Association staff or member of the Board of Directors, i.e. unleashed pets, pet excrement violations, and portable basketball poles in the front yard. A violation letter can be sent based on the Association Manager's judgment.

## **ORNAMENTATION**

The utilization of non-living objects as ornaments in the front or side yard requires approval by the Architectural Review Committee. Non-living objects will not be permitted in the County Right-of-Way.

**Approval is required for all non-living objects. Some examples of non-living objects include, but are not limited to: fountains, patio sets, figurines, wall hangings, plant pots, statues, birdbaths, etc...**

**The judgment of the ARC regarding the non-living objects' integration into the overall landscape and its compatibility with the composition and tone of the landscaping may be subjective and will be done on the basis of the extent that the non-living objects blend with the surrounding area.**

## **OUTSIDE STORAGE**

Compost: ARC approval is required for the installation of compost containers. They must be kept in the back portion of the property out of sight from the right of way.

**Debris: No open outside storage on any Unit is permitted.** No stripped, unsightly, offensive, wrecked, junked or dismantled vehicles or portions thereof, no furniture or appliances designed for normal use or operation within (as distinguished from outside of) the home, or any other debris or unsightly material, shall be parked, permitted, stored or located upon any Unit. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Unit, except for purposes of construction on such Unit and such material shall not be stored for longer than is reasonably necessary in which the same is to be used.

**Rain Barrels:** A total of no more than two (2) rain barrels are permitted per household; they are to be kept in the back portion of the property out of sight from the right of way.

**Sheds:** No tents, trailers, vans, shacks, sheds, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on the Property. However, the foregoing shall not restrict or prevent the construction or maintenance of temporary sales models and other such temporary facilities, provided they are in compliance with appropriate governmental requirements applicable thereto. Temporary POD type storage will be permitted for a period not to exceed fourteen (14) days.

## **PAINT**

Residents will be required to paint and restore the exterior of the home if any single side is 25% or more faded, mildewed, chipped or cracked.

Before any painting may be commenced, the owner must first notify Avalon Park West POA of such repainting project and either request ARC approval or supply proof, acceptable to the Avalon Park West POA that the colors and painting scheme to be used were previously approved by either the ARC committee or the builder. Please provide the POA office a chip or color code of the color match if you are repainting the same color.

**ARC approval will be required for all changes to the existing color scheme.**

**Base and accent colors must be a flat or satin paint finish only**

**Door and trim colors must be a gloss or semi-gloss finish only.**

**Porch floor colors may only be of a neutral tone (trim colors) that is complimentary to the homes exterior.**

The finish and color of front door sidelight panel/s, including the trim around glass sections on door and sidelight, must match the finish and color of front door. However, it may be painted the trim color of house if the color is white or off white.



**All other requests need ARC approval.**

Review criteria may include, but shall not be limited to, the home's architecture, any existing stone or brick accents, roof color and neighboring properties' colors. The main colors for all exterior building surfaces must compliment the architectural theme of the house.

**All paint colors (base, trim and accent colors) must be selected from the approved color books located in the POA office.**

## **PIPES / TANKS**

No water pipe, gas pipe, drainage pipe or storage tank shall be installed or maintained on the properties above the surface of the ground, except gas tanks, hoses and movable pipes used for irrigation purposes or water treatment systems and systems for pools and spas, but these must be shielded from sight from the street. No property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth. Provided, however, that nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct or create approved drainage structures (including lakes) or landscaped berms.

## **POLLUTANTS**

No owner shall discharge or allow to be discharged any pollutant, hazardous waste or toxic material and in the event of such discharge shall be liable for all cleanup and cost incurred in connection therewith.

## **RECREATION EQUIPMENT**

Recreation equipment is allowed in rear yards only, excluding the driveway. The rear yard begins at the edge of the rear of the house and may not extend into the side yards. ARC approval is required prior to construction of permanently installed recreation equipment.

Basketball equipment may be located only on the back half of the driveway closest to the house. All equipment must be kept in clean and good condition.

While Avalon Park West does not prohibit it, Pasco County may have some restrictions against using play equipment in public streets. If a resident would like to report the act of playing in the street so that the Orange County Deputy Sheriff can take action, they should call the police non-emergency number.

**Above-ground swimming pools are not permitted.**

**Lighted tennis courts are not permitted.**

## **RENTAL RESTRICTIONS**

Single family Units may be leased by their Owners to no more than four (4) individuals (excluding children under the age of eighteen (18)). Units may be leased only in their entirety and no fraction or portion of a Unit may be leased or sub-leased. Individual rooms of a Unit may not be leased under any circumstances. Garage apartments are not deemed individual rooms per this restriction and may be leased in their entirety in accordance with the requirements. No transient tenants may be accommodated in a Unit at any time.

An Owner may lease his or her Unit only pursuant to a written lease agreement, a copy of which shall be supplied to the Association at least fifteen (15) days prior to the commencement of occupancy of the Unit by the proposed tenant(s). All lease agreements shall provide emergency contact telephone numbers for each Lessor and Lessee. The Owner shall conduct a criminal background check on each prospective tenant at the Owner's sole expense, and shall provide a copy of each prospective tenant's criminal background check to the Association at least fifteen (15) days prior to the commencement of occupancy of the Unit by the proposed tenant(s).

No lease agreement shall provide for a term of less than one (1) year or more than two (2) years. Each tenant, as part of each written lease agreement, shall be obligated to comply with all of the terms and conditions of the Declaration and all other Governing Documents of the Association, including all Use Restrictions and Rules, and all policies adopted by the Association's Board of Directors, as the same may be amended from time to time (the "Governing Documents and Policies").

Each Owner leasing a Unit shall be obligated to remove, at the Owner's sole expense, by legal means if necessary (including prosecution of eviction proceedings), any tenant who refuses or fails to comply with all of the terms and conditions of the Governing Documents or Policies of the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligation to remove, by eviction if necessary, any non-compliant tenant, the Association shall have the right, but not the obligation, to commence eviction proceedings against such non-compliant tenant. To facilitate this remedy, each lease agreement between an Owner and a tenant shall contain mandatory language designating the Association's duly authorized officer or management agent as the Owner's attorney-in-fact for the purpose of, and with the authority to, terminate the lease agreement and bring an eviction action against any tenant committing two or more violations of any of the provisions of the Governing Documents or Policies of the Association, or a single violation constituting either a serious breach of the peace, an act of property destruction, or other criminal or nuisance activity.

The Association shall notify the Owner of any and all violations committed by his or her tenant(s) and provide the Owner with a reasonable opportunity to attempt to effect a curing of a violation within no more than ten (10) days of the delivery of such notice; provided, however, that if any tenant commits a violation constituting either a serious breach of the peace, act of property destruction, or other criminal

or nuisance activity, the Association shall remain obligated to provide notice to the Owner concerning said violation, but shall not be obligated to provide any opportunity for curing of such violation. Delivery of notice by the Association to an Owner shall be deemed effected upon the placement of a correctly stamped and properly addressed notice to the Owner in the U.S mail directed to the address provided by the Owner in the lease agreement, or such other address as the Owner may apprise the Association of in writing subsequent to the execution of the lease agreement. The Association shall recover all of its reasonable cost, including reasonable attorney's fees and paralegal fees and court cost, from the Owner and the tenant(s), jointly and severally, should the Association prevail in the prosecution of an eviction against a tenant or tenants.

To avoid excessive stress and wear upon the Common Areas, all Owners leasing Units shall be deemed to have delegated exclusive use of the Common Areas to the Owners' tenants, and the Owners shall not be permitted to utilize any of the Common Areas during the term of the lease.

## **ROOFS**

Full replacement requirements: Only architectural shingles will be approved for full replacement. Shingle samples must be provided to the ARC for approval.

Repairs: If the area of the patch is greater than 25% of the roof plane, then the shingles must match the existing shingles to the extent that the naked eye cannot distinguish where the new shingles stop and the existing shingles start.

Additions: If shingles are on an addition, shingles must match the existing shingles to the extent that the naked eye cannot distinguish where the new addition stops and the existing shingles start. If this is not the case, the entire plane must be replaced.

Maintenance: Homeowners must keep their roofs free of mildew. The Association will treat the situation as a violation if 25% or more of a roof surface is discolored. Roofs must be uniform in color or the entire plane needs to be replaced.

## **SCREEN ENCLOSURES**

ARC approval is required to install any new screen enclosure/room.

Screen Enclosure with or without roof: Limited to the rear of the home. These are intended for covering a pool area or patio. Screen enclosures must be a dark brown (bronze) or white anodized aluminum with charcoal screening with a maximum of a 16-inch kick plate. Entire enclosure must be aluminum.

Florida Room/Lanai- Please see Constructions and Additions\*

## **SCREEN/STORM DOORS**

ARC approval is required for the addition of any screen or storm doors. The door frame color must be dark brown, bronze, white or off-white, and the screen color must be charcoal.

Doors with security bars are not permitted.

## **SHUTTERS**

Shutters must be of a material similar to and of a color and design generally accepted as complementary to the exterior of the house and require ARC approval.

Shutters cannot be added to windows with architectural banding.

## **SIGNS**

No sign of any kind shall be displayed to the public view on any Unit or in the county right-of-way between the sidewalk and the curb, except:

One (1) "For Sale" sign; will be permitted and must follow Avalon Park West POA sign guidelines (available on POA website). The sign may not exceed four (4) feet in height when placed in the ground.

Home occupation signs on those Units approved for such use in accordance with Pasco County Zoning ordinances. Such signs shall not exceed four (4) square feet per Unit, and shall be subject to ARC approval; and

One security sign not to exceed 8"x8" may be displayed discretely on the property in the plant bed near the front door or on the fence.

One political sign may be placed on the lot not to exceed 2x2 feet wide.

No temporary signs allowed in the public right of way.

Such other signs as the ARC may approve.

## **SOLAR EQUIPMENT**

All panels should be located on the rear and side roofs of houses whenever possible. Pipes must be painted the same color as the background where it is mounted. The solar panels may be placed on the front of the house only if facing south. In this case the homeowner will be required to submit a certified

survey of the roof, depicting the exact location where the solar panels are to be installed. Any solar panels and related appurtenances and equipment shall be designed and constructed to appear as an integrated part of the building architecture. Solar panels mounted on racks are not permitted.

Solar panels for hot water systems may be mounted on brackets necessary to raise the panels to comply with the technical requirements of residential solar hot water system installations. The distance between the bottom surface of the panel and the roof should not exceed 2" in height. Solar panels for hot water system that are mounted on roofs facing east or west are permitted to be tilted to face south and must be located at the back roof. The longer side of the panel must be parallel to the roof slope with the shorter side tilted. The maximum distance between the top of the tilted panel and the roof must not exceed 17" in height.

**ARC approval is required for installation of all solar panels and equipment.**

## **WINDOW TINTING**

Window film must get ARC approval prior to installation. Homeowner must submit sample of film with specifications. Solar window tinting must be non-reflective.

## **SOLICITATION**

No solicitation is permitted in Avalon Park West.

The following are a set of guidelines prepared by a representative of the Sheriff's Department. These guidelines were issued to all of the Deputies who work in Avalon Park West to help define the rights and responsibilities of solicitors.

For Profit organizations: Must have the proper County license and display it for review. Such organizations cannot operate under a blanket license. License must be specific to Avalon Park West and a copy must be on their person or you can ask them to leave.

Not For Profit Organizations: Exempt from the licensing requirement, but must show proof of such documentation issued through the State indicating such exemption.

Solicitors can traverse on any county roadway.

## **SPECIFIC ASSESSMENTS**

The Association has the authority, pursuant to the Declaration, to impose a Specific Assessment against a Lot to secure recovery of costs incurred in bringing an Owner into compliance with the Declaration or these Rules and Regulations. The costs include any costs incurred in maintaining a Lot where the homeowner fails to do so or attorney's fees and costs incurred where the matter is turned over to legal counsel for enforcement. The homeowner will receive written notification of the costs incurred, together with a reasonable opportunity to satisfy the costs. Should the homeowner fail to reimburse

the Association for the costs incurred, they shall receive at least fourteen days' notice of the Board meeting at which the Board will consider imposing a Specific Assessment against the property to secure recovery of the costs incurred. The homeowner has the right to appear before the Board and present cause as to why the Specific Assessment should not be imposed. If the Board votes to impose the Specific Assessment, the homeowner will receive written notice of the Assessment with thirty (30) days to pay it. Should they fail to do so, a lien may be imposed and foreclosure proceedings instituted on the home.

## **STORM SHUTTERS**

ARC approval is required to install hurricane shutters and screen.

For temporary storm panels: the header and sill angle must be mounted no more than 2" from the edge of window opening or 1" from the outer edge of the window trim. They must be clear or aluminum panels. The header, sill angle, mounting screws, bolts and nuts that remain on the header and sill angle, must be painted the same color as the background where it is mounted.

For accordion type shutters: the assembly which includes the header, sill tracks, vertical side angles and accordion stack must be centered and custom fit to the window opening in accordance with the manufacturer's recommendation, keeping the exposed wall surface between the assembly and the window opening to a minimum. The stack must be split half on each side of the window opening.

Roll Down Shutters: the assembly which includes the shutter box, sill stop and vertical side tracks must be centered and custom fit to the window opening in accordance with the manufacturer's recommendation, keeping the exposed wall surface between the assembly and the window opening to a minimum.

The color of the accordion and roll-down type shutters and assembly should either be a manufacturer's standard white, almond, or buff color, and must be compatible with the overall exterior paint color scheme of the house.

*Use of storm shutters shall be allowed only after a storm warning has been issued by the U.S. Weather Service. Permanent and temporary protective coverings must be opened or removed within 48 hours after the "all clear" is announced.*

## **SWIMMING POOL / SPAS**

ARC approval is required prior to construction of a swimming pool or spa. All requests must be accompanied by a screen or fence plan as well as a plat of the property with the pool plan indicated thereon. If access is needed using property other than the homeowner's, written permission from the other property owner must also accompany the ARC application.

Materials, design and construction shall meet standards generally accepted by the industry and shall comply with applicable governmental regulations.

Any changes to the lot grading should not affect or change the flow of runoff water.

**Above-ground swimming pools will not be allowed;**

### **TENNIS COURT RULES**

7. Court hours are from 7am – 10pm.
8. No street shoes are allowed on courts. Only tennis shoes may be worn.
9. 1 hour time limit for singles; 1 ½ hour limit for doubles.
10. Gates must be closed at all times.
11. All tennis court rules, regulations and courtesies shall be observed.
12. Tennis courts are to be used for tennis only. No bicycles, skates, skateboards, inline skates, hockey or other activities permitted.
13. No pets are allowed on courts.
14. Sitting, pushing or pulling on tennis nets is prohibited.
15. Climbing or abuse of fencing will not be tolerated.

### **TIME SHARE RULE**

No Residential Property or Residential Unit shall be owned or used in a multiple or time share ownership requiring registration pursuant to the provisions of the Florida Statutes, as amended from time to time.

### **TRASH / GARBAGE**

Storage: No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on the Properties except building materials during the course of construction of any approved structure. No garbage, trash containers, or yard waste shall be permitted to be seen from surrounding properties except on days of collection. Containers must be stored in garages, behind privacy fences or in front of garages as long as they are not visible from the public right of way.

Collection: When trash is put out on trash pick-up days, trash must be placed in county required containers with lids secured with the exception of yard waste, which is required by the County to be secured or placed in bags.

Refuse Disposal: There shall be no usage of any commonly owned property, (including lakes) for the disposal of or dumping of any type of refuse, bio-degradable or non-bio-degradable, under any circumstance.

### **TREES**

Street Trees: Single-Family homes are required to have one Grade A, single leader, 2-3" caliber, **Live Oak** tree installed in the right-of-way in front of the home. These trees are the maintenance responsibility of the homeowner and must be maintained to achieve a healthy and neat appearance. **If removed, these trees must be replaced with another live oak tree of required grade and size.**

Tree removal/replacement: ARC approval is required for removal of any tree from the property. Shade trees may not be removed from the property unless replaced with another shade tree from the approved list. ARC approval is needed if the homeowner wishes to move a shade tree to an alternate location on the property.

Fruit Trees: Edible fruit trees are acceptable only in rear yards. The fruits that fall from the trees must be removed.

## **TRELLISES**

ARC approval is required prior to placing a trellis on the property. Black, white, brown, house body or trim color are the only colors permitted.

## **VEHICLE PARKING**

**THE COVENANTS AND RESTRICTIONS SET FORTH IN THE DECLARATION AND THE USE RESTRICTIONS AND RULES ARE IN THE NATURE OF A PRIVATE CONTRACT. ALL OWNERS, THEIR TENANTS, LICENSEES, GUESTS AND INVITEES AGREE TO ABIDE BY THESE RESTRICTIONS REGARDLESS OF WHETHER OR NOT A ROADWAY WITHIN AVALON PARK WEST HAS BEEN DEDICATED TO THE PUBLIC.**

Restrictions: The Avalon Park West ARC may from time to time promulgate rules which restrict, limit or prohibit the use of any driveway or parking area (which may be in front of, adjacent to or a part of any Unit) as a parking place for personal passenger vehicles, commercial vehicles, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats.

Prohibited Vehicles: No "prohibited vehicle" shall be parked in Avalon Park West.

For purposes of this section, a "prohibited vehicle" is:

1. A truck (except a ½ ton or smaller pickup truck which has no camper top, or trailer like appendage attached to it), delivery van, service van or bus.
2. Any commercial vehicle (for example not one designed and used for normal personal/family transportation) and any vehicle bearing lettering, graphics or other commercial insignia, except if such lettering, graphics or insignia is/are completely covered with a magnetic or other type covering of the same color as the vehicle which is not unsightly in the sole opinion of the ARB. By way of example and not by way of limitation, the foregoing examples shall provide guidance



as to what constitutes a commercial vehicle but the vehicle's primary purpose shall be conclusive: (1) any solid waste collection vehicle, tractor truck or tractor truck/semitrailer or tractor truck/trailer combination, dump truck, concrete mixer truck, towing and recovery vehicle with a registered gross weight of 7,000 pounds or more, and any heavy construction equipment, whether located on the highway or on a truck, trailer, or semitrailer; (2) any trailer, semitrailer, or other vehicle in which food or beverages are stored or sold; (3) any trailer or semitrailer used for transporting landscaping or lawn-care equipment whether or not such trailer or semitrailer is attached to another vehicle; (4) any vehicle licensed for use as a common or contract carrier or as a limousine; (5) any vehicle more than twenty-one (21) feet in length or more than eight (8) feet in height including appurtenances attached to the vehicle, or with a width of 102 inches or more, or with a gross weight of 7,000 or more pounds; (6) any vehicle carrying commercial freight in plain view; (7) any trailer or semitrailer, regardless of whether such trailer or semitrailer is attached to another vehicle; or (8) any vehicle with three or more axles. Notwithstanding the foregoing, regardless of whether a particular vehicle falls within the foregoing examples, any vehicle used primarily for commercial or business purposes shall constitute a commercial vehicle and shall be prohibited. The Board's determination in this regard shall be final and binding.

3. Any recreational vehicle (R.V.) including but not limited to a camper, mobile or motor home, all-terrain vehicle (ATV or ATC) or dune buggy;
4. A trailer of any type;
5. A boat;
6. A derelict vehicle, including a vehicle with no current license plate or a vehicle incapable of self-propulsion; or
7. Any vehicle longer than 21 feet or higher than 7 feet.

*No unregistered or operable/inoperable motor vehicle or trailer of any kind may be disassembled, serviced, or repaired on the Properties in such a manner as to be visible from any point on adjacent property or the street.*

*For purposes of this section, a "prohibited vehicle" shall not be deemed to be (even if generally described above) any commercial or public service vehicle present on the properties while performing services for or on behalf of Owners or residents of Avalon Park West.*

**Common Area Parking:** No vehicle shall be parked on association's common area, except for designated parking areas. Any vehicle parked on common area will receive a violation.

**Non-Resident/Visitor Parking:** While parking within or upon the Properties, non-residents and visitors shall follow all Avalon Park parking rules and regulations.

**Violations:** Any vehicle parked in violation of these or other restrictions contained herein or in the rules or regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle, if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing. Once the notice is posted, the vehicle's removal or failure of the owner to retrieve it for any other reasons, shall

not be grounds for relief of any kind. For the purpose of this paragraph, "vehicle" shall also mean motorcycles, campers, motor homes, boats and trailers.

An affidavit of the person serving a violation stating that it was properly posted shall be conclusive evidence of such.

## **WALLS**

Masonry walls will be approved on a case-by-case basis.

## **WATER CONDITIONERS**

Water conditioners may be shielded completely by dense shrubbery.

## **WINDOW COVERINGS**

All interior window coverings must be maintained in a good state of repair.

Interior window coverings must be manufactured vertical or horizontal blinds, drapes, curtains, shutters, or shades that fit the dimensions of the window and properly mounted. No drawings, pictures, lettering, flags, signs, etc... may be attached or visible in any part of the window other than house security signs. Small garage door windows do not need to be covered, but if they are, the coverings must be maintained in a good state of repair. If the garage door has a section of window panels, the area around the windows must be painted the same color as the garage door.

## **WINDOW TINTING**

Window film must get ARC approval prior to installation. Homeowner must submit sample of film with specifications. Solar window tinting must be non-reflective.

## **WIRING EXTERIOR**

No lines or wires for communication or the transmission of electrical current or electromagnetic pulses shall be constructed, placed, or permitted to be placed on Residential Property unless the same shall be underground, or unless specifically permitted in writing by the ARC.

## **WOOD PILES**

Wood piles must be clean and neat and they are restricted to rear yard locations.

