

## **Summer Lakes Covenants – Rules for Residents (abridged and interpreted)**

*The document below covers only those covenants that contain rules and responsibilities for the owners of Summer Lakes homes. They have been simplified by an owner volunteer and are not meant to dispute or disclaim the original documents. Residents should read the legal version of the “Declaration of Covenants, Condition, Easements, Reservations and Restrictions for Summer Lakes Residential District” in its entirety.*

### **ARTICLE II - Property Rights**

**Section 3. Leasing.** An Owner shall be allowed to lease his Unit or Unplatted Parcel, provided that any such lease shall require the tenant thereunder to comply with the terms and conditions of the District Declaration, Bylaws, Articles of Incorporation, Community Declaration, bylaws and articles of incorporation of the Community Association, and provided further that such lease and tenancy is otherwise in compliance with any rules and regulations promulgated by the District Association or the Community Association. No lease of a Unit or Unplatted Parcel shall be for a term of less than six (6) months, and any such lease shall be in writing and shall be enforceable by the District Association and the Community Association, whether or not so stated in its terms.

**Simply stated – You can rent your home but for no less than a six month time period.**

### **ARTICLE IV – Maintenance**

**Section 2. Owner's Responsibility.** Each Owner (and any owner of a portion of the District Property not within a Unit or Unplatted Parcel) shall maintain his or her Unit or Unplatted Parcel (or portion of the District Property) and all structures, parking areas, landscaping, the Unit Drainage System (including any Rear Yard Swale System on such Owner's Unit and any Front Yard Swale System on such Owner's Unit) and other improvements comprising the Unit or Unplatted Parcel (or portion of the District Property) in good repair and in a manner consistent with this District Declaration and any standard established by the Board of Directors, and in any District planning and design criteria, as well as the Community-Wide Standard, and all applicable covenants, including those contained within the Community Declaration and the District Declaration, unless such maintenance responsibility is otherwise assumed by or assigned to the District Association. Except for service or maintenance which is provided under a service or maintenance agreement, if any, maintained by the District Association, with respect to Unit Grinder Pumps located within the District Property, each Owner of a Unit or Unplatted Parcel shall be solely responsible for the electric power costs, maintenance, repair and replacement of the Unit Grinder Pump installed on such Owner's Unit or Unplatted Parcel. Each Owner of a Unit or Unplatted Parcel adjacent to a lake, pond, retention or other water area or adjacent to a conservation or other wildlife area shall also maintain the portion of such water area or wildlife area located between such Owner's Unit and the ordinary high water line of any such water area or the natural vegetation line of any such wildlife area.

**Simply stated – You must keep your home and property in good repair according to the standards. You must pay for operation and maintenance of your grinder pump. If you live on one of the lakes, you must maintain the waterline area.**

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Each Owner of a Unit adjacent to the Recreational Lake shall vegetate and maintain that portion of the Unit adjacent to the Recreational Lake and any portion of the Recreational Lake between the boundary of the Unit and the water line of the Recreational Lake in accordance with the requirements and restrictions: Lakefront Owners must plant, irrigate and continually maintain bahia sod on the shore area of the Recreational Lake adjacent to the rear boundary line of the Lakefront Owner's Unit, from the top of bank to the ordinary high water mark of the Recreational Lake (hereinafter referred to as the "Shore Area"). Only bahia sod shall be planted in the Shore Area and no grass clippings or lawn debris shall be blown or dumped into the Recreational Lake. Lakefront Owners shall not draw or pump water from the Recreational Lake for any purpose, including, but not limited to, landscape irrigation purposes. No fertilizer shall be applied to the bahia sod planted in the Shore Area as necessary nutrients from fertilizer applied to the Unit's adjacent St. Augustine turf should provide adequate fertilization of the Shore Area to maintain bahia sod. Fertilizer applied to the Unit's St. Augustine type sod adjacent to the Shore Area and elsewhere on the Unit should not exceed 6 to 8 pounds of Nitrogen per 1,000 square feet. Herbicides and pesticides which are not specifically approved for aquatic use on the label affixed to such products shall not be applied or used within the Shore Area or to any plants growing in or adjacent to the Recreational Lake.

**Simply stated – The waterline area needs to have bahia grass. Don't dump grass clippings or lawn debris in this area. Don't fertilize or use herbicides or pesticides in this area. Fertilizer used on other parts of your lawn should not exceed 8 pounds of nitrogen per 1,000 square feet.**

If any Owner fails properly to perform his or her maintenance responsibility, the District Association, in its sole discretion, shall have a right of entry upon such Unit or Unplatted Parcel (or portion of the District Property) and may perform such maintenance and assess all costs incurred by the District Association (together with an overhead expense to the District Association of fifteen percent (15%) of the total amount thereof) against the Unit or Unplatted Parcel (or portion of the District Property) and the Owner (or owner) thereof in accordance with Section 3 of Article VIII of this District Declaration; provided, however, except when entry is required due to an emergency situation, the District Association shall afford the Owner (or owner) reasonable notice and an opportunity to cure the problem prior to entry. The District Association shall have no obligation to perform any such maintenance, unless required to do so under the District Declaration or Community Declaration. The determination as to whether a Unit or Unplatted Parcel (or portion of the District Property) and all structures, parking areas, landscaping and other improvements are being maintained in good repair and in a manner consistent with the foregoing shall be made by the Board of Directors, except to the extent the ARC may otherwise determine as to the Community-Wide Standard.

**Simply stated – If you don't do the above, the District Association has to give you reasonable notice and then can do the required maintenance and charge you the cost plus 15% overhead. The HOA BoD makes the determination about whether your home and property are being maintained according to standards (unless it is an Architectural Review Committee decision).**

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**ARTICLE V – Architectural Standards**

Section 1. Initial Construction of Buildings and Improvements Subject to Approval. The initial construction of buildings and related improvements within the District Property shall be subject to the approval of the Community Declarant. No initial construction of buildings and related improvements (including, without limitation, staking, clearing, grading and other site work, plantings and landscaping, and the construction of buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs or other improvements of any kind, nature or description) shall be commenced, constructed, maintained or otherwise take place upon any portion of the District Property except in strict compliance with this Article, and in compliance and conformance with any plans approved pursuant to this Article after fully meeting the requirements of this Article, and after the approval of the appropriate entities has been obtained. The requirements for approval by the Community Declarant pursuant to this Article is imposed as contemplated by Section 16 of Article V of the Community Declaration.

**Simply stated – You can’t start construction or improvements to your home or property before you get approval.**

Section 5. Duration of Approval. Any approval of plans, specifications and other materials, by the PRC shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the PRC on resubmission in any respect.

**Simply stated – Approval of the above plans is for one year. If you don’t start before then, you need to resubmit your plans.**

**ARTICLE VI – Use Restrictions**

Section 2. Landscaping. Landscaping on any portion of the District Property and stormwater drainage and retention features located on and serving only a Unit or Unplatted Parcel (and not a part of the Master Drainage System or District Drainage System) shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof consistent with the landscape guidelines contained in the Design Review Manual. TREES AND SHRUBS SHALL NOT BE PLANTED ON ANY UNIT WITHIN A DRAINAGE EASEMENT SHOWN ON ANY PLAT OF THE DISTRICT PROPERTY.

**Simply stated – Don’t plant anything on the drainage easement of your property.**

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Section 3. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any portion of the District Property for a continuous period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage and not visible from the street or any portion of the District Property or Properties. No repairs to any car, motorcycle, truck or other type of vehicle shall take place on any portion of the District Property other than in an enclosed garage in a manner that is not visible from the street.

**Simply stated – You can't keep inoperable vehicles outside for longer than 48 hours. You can't do vehicle repairs outside.**

Section 4. Storage. Unless specially approved by the District Association, no materials, supplies or equipment (except during the construction of improvements) shall be stored on any portion of the District Property, except inside a residence and the garage. No storage buildings or sheds are permitted on any Unit or Unplatted Parcel. The foregoing provisions shall not apply to the Community Declarant or the District Declarant.

**Simply stated – Construction material and equipment has to be kept inside except during the timeframe when the construction is occurring. No sheds/storage buildings are allowed.**

Section 5. Wells. No well for the production of water for irrigation or other purposes shall be dug, used or otherwise permitted on the District Property except in accordance with the requirements and provisions of the Design Review Manual and approved by the PRC or the MRC, as applicable.

**Simply stated – You can't have a well.**

Section 6. Signs. With the exception of one "For Sale" or "For Rent" sign per Unit or Unplatted Parcel not to exceed the size and specifications established by the District Association, no sign of any kind shall be erected on any portion of the District Property without the prior written consent of the District Association. Such restriction on signage shall not apply to the District Declarant as long as the District Declarant owns property within the District Property.

**Simply stated – No signs are allowed on your property except a single “for sale” or “for rent” sign.**

Section 7. Parking and Garages. Owners and their guests or invitees shall park only in their garages or in the driveways serving their Units or Unplatted Parcels or permitted spaces or designated areas on Common Area as may be directed by the District Association, in which parking may or may not be assigned, subject to such reasonable rules and regulations as the Board of Directors may adopt. Owners and their guests or invitees shall not park in the streets, or on yards, medians or Common Areas (unless the District Association designates such Common Area for parking) or over sidewalks. Notwithstanding anything in the preceding sentence to the contrary, cars may be parked in streets for occasional parties and similar events as long as no driveways are blocked. All commercial vehicles, recreational vehicles, buses,

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trucks, pick-up trucks (other than unmodified stock pick-up trucks and so-called sport utility vehicles intended for personal or family use, provided no commercial signage, lettering or logo is displayed on the exterior of the vehicles or is otherwise visible from the exterior of the vehicles), vans (other than mini-vans and full-sized vans intended for personal or family use, provided no commercial signage, lettering or logo is displayed on the exterior of the vehicles or is otherwise visible from the exterior of the vehicles), tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage unless otherwise permitted by the District Association. Storage of any of the foregoing in the yard of a Unit or Unplatted Parcel shall not be permitted unless otherwise permitted by the District Association. Notwithstanding anything in the preceding sentence to the contrary, a recreational vehicle, boat and/or boat trailer may be kept within the driveway of a Unit temporarily for cleaning, loading and/or unloading purposes, pursuant to such guidelines and restrictions adopted by the Board of Directors from time to time with respect thereto. Each Unit shall have a two car garage or if permitted by the PRC, a similar space for permanent parking of two cars. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed. Garage doors shall be closed except when reasonably necessary for use of garage. (This section shall not apply to construction or similar vehicles or construction trailers which may be parked on an Unplatted Parcel or a Unit, but only during such reasonable period of time within which construction of improvements thereon is occurring.)

**Simply stated – You and guests should park in your garage or driveway or designated areas of the Common Area, except during occasional parties (and not blocking driveways). No parking on yards, medians or common areas or over sidewalks. Big vehicles such as RVs, boats, commercial vehicles, campers, etc. must be parked in a garage except for temporary periods to clean or load/unload. If your personal family vehicle also has lettering on it for a business, the big vehicle rule applies to it. Every house must have space for at least 2 cars in the garage and can't be altered to have less parking than the original plan for the garage. Keep your garage doors closed except when necessary for use of the garage.**

Section 8. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any portion of the District Property, with the exception of dogs, cats, or other usual and common household pets, which may be kept or permitted in a reasonable number so as not to create a nuisance as determined by the District Association, provided same are not bred for commercial use; and provided, however, those pets which are permitted shall be sheltered inside structures. All dogs, cats and other household pets allowed hereunder must be leashed when outside, or confined by an electronic barrier or within a fenced area (which fenced area is in compliance with Section 16 of this Article VI), and shall not be permitted to run loose. No pet or animal shall be "tied out" in a yard or otherwise left unattended in a yard. Every person walking a pet shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of such Owner's pets. A determination by the District Association that a pet is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given by the District Association, the pet shall be removed permanently from the District within ten (10) days of the giving of the notice.

**Simply stated – We can have only dogs, cats and other usual and common household pets of a reasonable number and they can't be a nuisance. You cannot breed animals for commercial use. You must leash animals or use electronic barriers when**

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**they are outside, and animals cannot be “tied out” and left unattended. Clean up after your pets. If you violate these rules, you will get a notice of removal and must permanently remove the animal within ten days.**

Section 9. Nuisance. No portion of the District Property shall be used, in whole or in part, for the storage of any property or thing that will cause such portion of the District Property to appear to be in an unclean, unsightly, unhealthy or unkempt condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon, nor shall any use or practice be allowed upon any portion of the District Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the District Property or the Properties, or which shall be a source of material and unreasonable annoyance or discomfort to Owners or their tenants or invitees, or which materially and unreasonably interferes with the peaceful possession and enjoyment of the District Property. No illegal, noxious, or offensive activity shall be carried on or conducted upon any portion of the District Property. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall occur only within a garage or other similar walled interior area of the District Property and shall not be visible to view. Notwithstanding the foregoing, construction activity which occurs on the District Property in accordance with the terms of the District Declaration and the Community Declaration shall be permitted. No firearms may be discharged within the District Property.

**Simply stated – No property, thing or activity that is ugly, dirty, smelly, unsafe, loud, illegal or offensive is allowed on Summer Lakes property. Specifically, disassembly of motor vehicles or other mechanical devices has to be out of sight. No firearms may be discharged.**

Section 10. Antennas; Satellite Dishes. No exterior television or radio antennas, aerials or satellite dishes of any kind shall be placed, allowed, or maintained upon any portion of the District Property, including any Unit or Unplatted Parcel unless it is installed in accordance with the policy statement approved and issued by the ARC as the same may be amended from time-to-time. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others.

**Simply stated – No antennas or satellite dishes allowed unless installed in accordance with ARC guidelines (which I think is rear half of a house). Don’t do anything that interferes with your neighbors’ radio or TV reception.**

Section 11. Clotheslines Garbage Cans Tanks and External Equipment. All clotheslines, garbage cans, air-conditioning compressors, pool pumps and other similar items of external equipment shall be located or screened in accordance with the Design Review Manual, so as to be concealed from view from neighboring Units, Unplatted Parcels or portions of the District Property or Properties. No above-ground tanks shall be erected, constructed or installed on any portion of the District Property unless expressly approved in advance in writing by the PRC or the MRC, a applicable, and such improvements are completely screened from view.

**Simply stated – Keep any clotheslines, garbage cans, tanks and external equipment out of view of your neighbors. No above-ground tanks unless approved in advance.**

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Section 12. Swimming Pools. No above ground swimming pools shall be erected, constructed or installed on any portion of the District Property.

**Simply stated – No above-ground pools**

Section 13. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon any portion of the District Property, any tent or trailer or any structure of a temporary nature, without obtaining the prior written approval from the District Association and the ARC.

**Simply stated – No temporary tents or trailers unless approved in advance.**

Section 15. Lakes, Ponds, Retention and Other Water Areas; Hedging and Landscaping.

(e) The use of personal watercraft (including without limitation jet skis) or other watercraft containing gas, diesel or other form of combustible engine on the Recreational Lake is prohibited.

(f) No watercraft may be stored overnight at the Lake Access Common Area.

**Simply stated – No boats, personal watercraft like jet skis, or anything requiring power allowed on lake. Other watercraft cannot be stored in common lake access area.**

(a) That portion of the Recreational Lake lying between the water line thereof, as the same exists from time to time, and the boundary between the Recreational Lake and an abutting Unit, as bounded on each side by the waterward extension of the side boundaries of such Unit, may only be utilized by the Owner of such Unit. No other Owners shall be entitled to utilize such area and any such use is prohibited.

**Simply stated – The area between the home and the water line belongs to the homeowners and others are not entitled to access. This does not apply to the common egress area.**

(j) Unless otherwise approved in writing in advance by the District Association, no fish (other than native largemouth bass), waterfowl or aquatic plants may be introduced or discarded into the Recreational Lake. No aquarium water of any type shall be introduced or discarded into the Recreational Lake.

**Simply stated – Don't dump aquarium water in the lake. Don't throw fish in the lake except for native largemouth bass.**

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Section 16. Walls Fences and Mailboxes. No fences or walls are permitted anywhere in the District Property unless approved in advance in writing by the PRC or MRC, as applicable, and constructed in strict accordance with fence and wall guidelines approved and issued by the PRC or MRC, as applicable. Any fence permitted in the District Property may not exceed the maximum height of eight (8) feet, and must be constructed in a manner and according to specifications approved by the PRC or the MRC, as applicable. On any Unit adjacent to a lake, pond, retention or other water area other than the Recreational Lake, no fences of any kind are permitted other than within the "building envelope" area as defined in and determined pursuant to the Design Review Manual. No mail box of any kind shall be erected on any portion of the District Property unless approved in advance in writing by the PRC and MRC, as applicable, and unless constructed according to a standard design as determined by the PRC or MRC, as applicable. District Declarant reserves the right to require cluster or central mailbox systems in the District Property.

**Simply stated – You cannot build a fence or wall unless approved in advance, and if it is approved, it will be no higher than 8 feet tall. Mailboxes also need to be approved.**

Section 17. No Alteration without MRC Approval. No alteration of the Unit or Unplatted Parcel is permitted, nor are aluminum porches, additions or appendages to or repainting of the improvements originally approved by the MRC for the Unit or Unplatted Parcel allowed, without the prior written approval of the MRC; provided, however, Owners may repaint their residences in the same color and manner as originally approved by the MRC without necessity of obtaining a second written approval.

**Simply stated – Every alteration needs advance approval except repainting your residence in the same color and manner as it was originally approved.**

Section 18. Motorized Vehicles. Motorized vehicles shall not be used on the sidewalks, pathways or Common Areas (unless the Common Areas have been specifically designated for use by motorized vehicles by District Declarant). Golf carts may use the foregoing if so determined by District Declarant, but only to the extent as determined by District Declarant. In no event shall any person operate a motorized vehicle or golf cart anywhere within the District Property who does not have a valid driver's license. At such time as District Declarant no longer owns any property which is subject to this District Declaration or which can be annexed to the District Property, or at such earlier time as District Declarant in its sole discretion may determine, the rights reserved to District Declarant in this section shall become rights of the District Association, to be exercised by its Board of Directors.

**Simply stated – Only golf carts can drive on sidewalks, pathways and common areas. Only people with valid drivers' licenses can operate golf carts in the community.**

Section 24. Garage Sales. No garage or yard sales of any kind shall be conducted, nor shall any signage related to any garage or yard sales be erected, in any manner except as specifically provided by rules and regulations promulgated by the District Association or the



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ARC, which rules and regulations shall address the location, frequency, scope, hours, placement of signs and all other matters relating to garage or yard sales and signage or advertising thereof.

**Simply stated – No garage sales unless approved in advance**

Section 25. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained on the exterior portion of any Unit, unless approved by the PRC or the MRC, as applicable.

**Simply stated – No artificial vegetation or rocks unless approved in advance**

Section 27. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of the District Property without the prior written approval of the PRC or the MRC, as applicable.

**Simply stated – No statuary, flagpoles, birdbaths or similar without advance approval.**

Section 28. Hurricane Shutters. Any hurricane shutters, security shutters or other protective devices visible from outside a Unit shall be of a type as approved by the ARC. Panel, accordian and roll-up style hurricane shutters and security shutters may only be installed on a Unit and utilized strictly in accordance with requirements set forth in the applicable policy statement approved and issued by the ARC, as the same may be amended from time to time.

**Simply stated – If you install hurricane shutters, be sure they are the kind that have been approved.**

Section 29. Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of the District Property or within any Unit, except those which are required for normal household use.

**Simply stated – Don't keep anything that will blow up or hazardous waste, except those products used for normal household use.**

Section 30. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the PRC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

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**Simply stated – If you live on the corner, you can't build or plant anything that will obstruct vision and create a traffic problem.**

Section 31. Wetlands and Conservation Areas. The District Property may contain or be adjacent to preserves, wetlands, conservation areas and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by the Community Association in their natural state. No Owner shall have the right, under any circumstances, to disturb or alter such areas.

**Simply stated – Don't do anything to disturb wetlands or natural preserves in Summer Lakes.**

Section 32. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner or tenant first moves into a Unit or when permanent window treatments are being cleaned or repaired. No awnings, canopies or shutters shall be affixed to the exterior of a Unit without the prior written approval of the PRC, or MRC, as applicable. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the PRC, or MRC, as applicable.

**Simply stated – No temporary window coverings (e.g., sheets) except for two weeks after moving in or if window treatments are being cleaned or repaired. No awnings or canopies or mirror finishes on windows unless approved.**

Section 33. Landscaping in Common Area. No trees, hedges, landscaping or yard ornament or decoration of any type or material whatsoever may be planted or installed on any portion of the Common Area by any Owner or other occupant of the District Property.

**Simply stated – Homeowners cannot plant anything or put up decorations in the common area.**