

**SOUTHERN OAKS OF PASCO HOMEOWNERS ASSOCIATION, INC.**  
**COMMUNITY STANDARDS**

(Approved 8/16/01)

Reference: Declarations of Covenants, Conditions & Restrictions ("Declaration")  
 Recorded in Pasco County O.R. Book 1790 at page 0888  
 By-Laws of Southern Oaks of Pasco Homeowners Association, Inc.

Pursuant to Article VII of the By-Laws, the Southern Oaks of Pasco Homeowners Association Board of Directors has formed an Architectural Control Committee ("ACC") comprised of members of the Association. The ACC has the responsibility of assisting the Board of Directors in enforcing the governing documents and the governing Community Standards ("Standards"). The Standards will serve as a guideline for enforcement of the governing documents and are subject to change from time to time by the Board of Directors. When changes occur, homeowners will be notified.

**1. COMPLIANCE:**

- a. Homeowners, residents, tenants and guests shall be subject to these Standards.
- b. If any Standards are breached by a homeowner, resident, tenant or guest, the Association may bring such action as necessary to enforce the Standards, the losing party to pay all costs of enforcement, including reasonable attorneys' fees and costs, if any.

**2. BUSINESSES:**

Declaration, Article VI, Section 1(C):

- a. No residence may be used for a commercial or business purpose except as provided below.
- b. "Commercial or business purpose" shall be defined to include any use which involves a business enterprise which results in traffic of non-resident individuals or vehicles within the Community, and/or the presence of non-domestic service-related employees on a lot. It shall also include the receiving or the shipping out of products or inventory from the lot and the storing of products or inventory on the lot.
- c. "Commercial or business purpose" shall not be deemed to include home office use of a lot, if there is no traffic of non-resident persons or vehicles to or from the lot, no inventory storage on the lot, no delivery or shipping of goods or inventory to or from the lot and no other activity which has a negative impact on the neighboring residents or the Community as a whole.
- d. If home office use become a nuisance at any time, or impacts upon the peaceful enjoyment of the Community by its residents, or disturbs the neighborhood or the occupants of property adjoining the Lot, or in any way violates local, state or federal law, then it shall be deemed "commercial use" and shall immediately cease.

Rcpt: 529715 Rec: 42.00  
 DS: 0.00 IT: 0.00  
 09/19/01 Dpty Clerk

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### 3. HOUSE APPEARANCE AND IMPROVEMENTS:

Declaration, Article VI, Section 1(E):

- a. Before making any exterior structural improvements, alterations or additions to their properties, homeowners are required to submit requests and plans to the ACC for approval on an Improvement Request Form ("IRF"), a copy of which is attached hereto as Attachment "A". This includes but is not limited to lights, screens, awnings, patio enclosures, fences, walls, slab sidewalks, gutters, patios, balconies, porches, driveways and doors.
- b. The Exterior of all buildings must be maintained and painted at all times.
- c. Homeowners are to submit their color choices and color scheme to the ACC on the IRF before painting their home. Upon review by the ACC, the homeowner will receive written confirmation of their request from the Association Board of Directors.

### 4. PROPERTY APPEARANCE:

Declaration, Article VI, Section 1(F):

- a. All property owners are required to keep their property clean, mowed before grass and weeds reach a height of five (5") inches and free of all unsightly structures or debris.
- b. All shrubs, trees, gardens and bushes shall be properly and neatly trimmed.
- c. All shrubs, trees and bushes used as a privacy hedge shall be maintained so as not to exceed an average height of six (6') feet. However, all shrubs, trees and bushes must be trimmed so as not to obstruct a driver's view of an intersection, street or driveway.
- d. If an owner fails this responsibility to maintain his/her property, the Association will provide the owner a fourteen (14) day written notice of the need to maintain the property within the Standards. If at the expiration of the fourteen (14) day period the owner has not taken steps to cure this default, the Association has the right to clean up the property so that this standard is complied with and make a reasonable charge for such services to the owner. If the owner refuses to pay this charge, the Association has the right to file a lien pursuant to the lien laws of the State of Florida.

### 5. TRASH:

Declaration, Article VI, Section 1(G) and (O):

- a. All trash cans and containers of any sort used for collection and disposal of refuse, garbage, rubbish or other discarded matter must be placed in the garage or otherwise not be visible from

the front of the property except on trash collection day. Trash receptacles are to be placed on the driveway and not in the street for trash collection purposes.

- b. No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste shall not be kept except in appropriate containers or equipment used for the disposal of such material.

**6. FENCES:**

Declaration, Article VI, Section 1(H):

- a. Before constructing any fence, a homeowner must submit a completed IRF (Attachment "A") to the ACC for approval.
- b. No fence which exceeds six (6') in height shall be erected or maintained on any lot.
- c. A fence may be located within the side and rear property lines. However, a fence shall not extend beyond the front line of the home. The intention is that no front yard shall be fenced.

**7. NOISE:**

Declaration, Article VI, Section 1(I):

- a. Quiet hours shall be maintained from 11:00 p.m. to 8:00 a.m. Noise above a decibel level of 55 decibels is not allowed at any time except in cases of emergency repairs where equipment noise may exceed such a level. Vendors are not to begin work prior to 7:00 a.m.

**8. TEMPORARY AND PERMANENT STRUCTURES:**

Declaration, Article VI, Section 1(J):

- a. No structure of a temporary nature, including but not limited to a trailer, shack, garage, barn or other outbuilding, shall be placed or used on any lot for any purpose.
- b. No structure of any kind shall be moved onto any lot except temporary buildings used during the construction, reconstruction or remodeling of a house.
- c. Any structure attached to a home must be of the same construction material. It should blend in with the existing roof line and match the existing roof materials. Play structures for children are allowed.
- d. No construction of any type by a homeowner will be permitted on any common areas or ponds.

- e. When Association restrictions and setbacks are more restrictive than those of the Pasco County Zoning Commission, the Association's restrictions shall apply.

**9. VEHICLES AND BOATS:**

**Declaration, Article VI, Section 1(K):**

- a. Pursuant to Pasco County Ordinance Section 106, there is no on-street parking permitted at any time within the subdivision.
- b. No motor vehicle shall be parked on any property except on a paved or concrete driveway or in a garage. No parking is allowed on the grass or common areas.
- c. All vehicles must display current tags and registration. Storage of unused vehicles is only allowed in the garage.
- d. No trucks, trailers, commercial vehicles or boats shall be allowed to be parked on the street or on any lot, either temporarily or permanently.

The term "commercial vehicle" means all vehicles of every kind whatsoever which, from viewing the exterior of the vehicle or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, inventory, debris, apparatus, or otherwise indicates a commercial use.

The term "truck" shall not include pick-up trucks of up to three-fourths (3/4) ton gross vehicle weight.

- e. Recreational vehicles, including motor homes and campers, may be parked for not more than seven (7) days in any calendar quarter. Such vehicles are to be parked on the driveway and may not protrude on to the sidewalk so as to obstruct the use of same.

The term "recreational vehicle" shall not include vans used for personal use.

- f. No motorized vehicles, including boats, are allowed on common areas at any time except for landscaping and lake maintenance vehicles.
- g. All motorized vehicles and the use thereof shall comply with Pasco County Ordinances.
- h. Non-motorized vessels not exceeding fifteen (15') feet in length are permitted for use on conservation / drainage areas and ponds. All boat owners are to meet all Coast Guard regulations regarding use of life jackets and safety equipment and observe all standard courtesy rules of boating.

**10. SIGNS:**

Declaration, Article VI, Section 1(L):

- a. No commercial signage, except on vendor vehicles parked temporarily on the property, is allowed unless inside a garage and or otherwise concealed from public view.
- b. Commercial signage on any vehicle that is not parked in a garage must be concealed from public view.

**11. ANIMALS:**

Declaration, Article VI, Section 1(M):

- a. The term "household pet" shall refer to dogs, cats or other common household pets.
- b. Household pets may not be kept or bred for any commercial purposes.
- c. Household pets must be kept on the owner's land or on a leash when off the owner's land.
- d. The number of household pets is to be no more than three (3).
- e. No livestock or poultry of any kind shall be raised, bred or kept on any lot.
- f. Homeowners, residents and guests are expected to be considerate and pick up after their pets.

**12. WELLS:**

Declaration, Article VI, Section 1(P):

- a. No water well shall be drilled, maintained or used on any property, except a well to be used for irrigation purposes only, and not for use in the house. Irrigation wells may not be connected to the central water system in a house.
- b. A working rust inhibitor must be installed on any irrigation well.
- c. A homeowner installing an irrigation well must submit a completed IRF (Attachment "A") to the ACC.

**13. SWIMMING POOLS / LAUNDRY DRYING:**

Declaration, Article VI, Section 1(AA):

- a. No above-the-ground swimming pools are permitted on any lot in the subdivision.
- b. No laundry shall be dried on any permanent clothesline, and temporary or portable clotheslines shall be removed and stored at least nightly and at any time when not in use.

**14. TELEVISION ANTENNAS AND SATELLITE DISHES:**

- a. It is preferable that any UHF/VHF antenna be installed in the attic space of the home. Installation on the roof should be out of the public view.
- b. Installation of a satellite dish is subject to the following rules:
- c. **SIZE:** Satellite dishes designed to receive direct broadcast satellite service which are one (1) meter or less in diameter may be installed. Dishes larger than one meter are prohibited.
- d. **LOCATION:** Satellite dishes shall be installed solely on individually-owned property as designated on the recorded deed. Satellite dishes shall not encroach upon common areas or any other owner's property. Satellite dishes shall be located in a place shielded from view from the street or from other lots to the maximum extent possible; provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal may not be received. This section does not permit installation on common property, even if an acceptable quality signal may not be received from an individually-owned lot. No antenna or satellite dish is permitted to be installed in the front yard. To the extent practicable, without impairing the receipt of an acceptable quality signal or violating the provisions of the preceding paragraphs, satellite dishes must be installed in a location where their visibility is minimal to individuals using common driveways, streets, walkways, parking areas and nearby lots.
- e. **INSTALLATION:** All installations shall be completed so that they do not damage the common areas of the Association or the lots of any other resident, or void any warranties of the Association or other owners, or in any way impair the integrity of the buildings on common areas or individual lots.

Residents are responsible for all costs associated with the satellite dish, including but not limited to costs to place (or replace), repair, maintain and move or remove satellite dishes; repair damages to the common property, other lots and any other property damaged by the installation; maintenance or use of satellite dishes; pay medical expenses incurred by persons injured by installation, maintenance or use of satellite dishes; reimburse residents or the Association for damages caused by the installation, maintenance or use of satellite dishes.

Satellite dishes must be secured so that they do not jeopardize the soundness or safety of any other owner's structure or the safety of any person at or near satellite dishes, including damage from wind velocity based upon a unique location or during a hurricane.

- d. **MAINTENANCE:** Residents shall not permit their satellite dishes to fall into disrepair or to become safety hazards. Residents shall be responsible for dish maintenance and repair. Residents shall be responsible for repainting or replacement if the exterior surface of satellite dishes deteriorates.
- e. **SAFETY:** Satellite dishes shall be installed and secured in a manner that complies with all applicable codes, including hurricane and windstorm, safety ordinances, city and state laws and regulations, and in accordance with manufacturer's instructions.  
Unless the above-cited codes, safety ordinances, laws and regulations require a greater separation, satellite dishes shall not be placed within two (2') feet of electrical power lines (above-ground or buried) and in no event shall satellite dishes be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines. In order to prevent electrical and fire damage, satellite dishes shall be permanently and effectively grounded.
- f. **APPEARANCE:** Satellite dishes and any visible wiring must be painted to match the color of the structure to which it is installed, as long as such paint does not impair or degrade the quality of the signal beyond acceptable standards. Satellite dishes may not obstruct a driver's view of an intersection or street.
- g. **NUMBER:** Residents shall be limited to a maximum number of three (3) dishes per lot.
- h. **NOTICE:** Any resident desiring to install a satellite dish must submit a completed IRF to the ACC, along with copies of any applicable permits required. If the installation conforms to all of the above rules and regulations, the installation may begin immediately upon approval.  
  
If the installation is other than routine for any reason, owners and the Board of Directors must establish a mutually convenient time to meet to discuss installation methods.
- i. **NON-OWNERS:** Tenants may install satellite dishes on a lot with written permission of the homeowner/landlord. A copy of this permission must be furnished with the IRF.
- j. **ENFORCEMENT:** Should this policy be violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. In the event the court or FCC determines that a violation occurred, a fine of \$50.00 shall be imposed by the Association. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees, costs and expenses incurred in the enforcement of this policy.

Approved 8/16/01

**SOUTHERN OAKS OF PASCO HOMEOWNERS ASSOCIATION, INC.**  
**ARCHITECTURAL CONTROL COMMITTEE**  
**IMPROVEMENT REQUEST FORM**

Owner's Name(s): \_\_\_\_\_ Home Phone: \_\_\_\_\_

Property Address: \_\_\_\_\_ Lot No: \_\_\_\_\_

Proposed Project Description: ("Project" shall include any exterior home improvement project, including but not limited to erecting a fence, room addition, screen enclosure, pool, driveway extension, irrigation well, painting, etc.)

Please attach a copy of your plan, sketch, rendering, paint choices and other appropriate information.

Approval by the Board of Directors through the Architectural Control Committee is required prior to commencing work on the proposed project. The ACC shall have up to fifteen (15) days from the date of receipt to approve this application.

The undersigned applicant acknowledges that the proposed improvement complies with all rules and regulations contained in the Deed Restrictions and Community Standards of Southern Oaks.

Signature of Applicant(s): \_\_\_\_\_ Date: \_\_\_\_\_

Date IRF Received: \_\_\_\_\_

This request is APPROVED as submitted \_\_\_\_\_

Date Notified Board of Directors: \_\_\_\_\_

This request is APPROVED SUBJECT TO: \_\_\_\_\_

Date Homeowner Notified by Letter  
from Board of Directors: \_\_\_\_\_

This request is DISAPPROVED because: \_\_\_\_\_

ATTACHMENT "A"

VERIFICATION

STATE OF FLORIDA  
COUNTY OF PINELLAS

I, Janet M. Malafronte, declare:

I am the Secretary for the Board of Directors of Southern Oaks of Pasco Homeowners Association, Inc., New Port Richey, Florida and I hereby verify that the foregoing instrument is a true and correct original of the Community Standards and that said document was approved by the Board of Directors at their regular monthly meeting held on August 16, 2001.

I declare under penalty of perjury that the foregoing is true and correct.



Name: Janet M. Malafronte

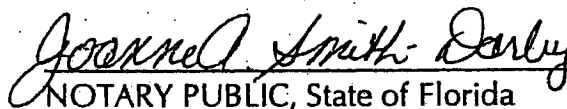
Title: Secretary

Southern Oaks of Pasco Homeowners Association, Inc.

STATE OF FLORIDA  
COUNTY OF PINELLAS

SWORN TO AND SUBSCRIBED before me this 18th day of SEPTEMBER, 2001 by Janet M. Malafronte as Secretary of Southern Oaks of Pasco Homeowners Association, Inc., who is (☒) personally known to me OR who (☐) has produced \_\_\_\_\_ as identification.

My Commission Expires:

  
NOTARY PUBLIC, State of Florida

Printed Name: JOANNE A. SMITH-DARBY

