

determine, but in no event shall more than one (1) vote be cast with respect to any one Residential Unit.

2. THE CLASS "B" MEMBER shall be the Declarant (as defined in the Declaration) and shall be entitled to three (3) votes for each subdivision Lot owned. The Class "B" Membership shall cease and be converted to Class "A" Membership upon the happening of either of the following events, whichever shall first occur:

(a) When ninety percent (90%) of the Lots and/or Units have been conveyed to homeowners; or

(b) Upon expiration of five (5) years from and after the date of closing on the sale of the first subdivision Lot by the Declarant.

3. THE CLASS "C" MEMBERS shall be the Owners (other than the Declarant or the Declarant's Assignee of the development rights as specified in the Declaration) of vacant subdivision Lots and such Owners shall be entitled to one-half (1/2) vote for each vacant subdivision Lot. The same principal with respect to multiple Owners constituting Class "A" Members specified above shall apply to Class "C" Members. Upon issuance of Certificates of Occupancy by Manatee County on residences to Class "C" Members, the Class "C" Memberships shall automatically be converted to Class "A" Memberships.

ARTICLE IV COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots within MAPLE LAKES SUBDIVISION. The primary purpose of these covenants and restrictions is the creation and maintenance of a community which is aesthetically pleasing as well as functionally convenient.

X Section 1. USE: No Lot may be used for any purpose other than solely and exclusively for single-family residential purposes, or for recreational purposes associated with such residential use. Nothing contained herein shall prevent an Owner from leasing a residence subject to the conditions and covenants contained in this Declaration. *Please see Amendment 1/21/18 guests/rentals*

Section 2. NUISANCE: No activity may be indulged in or permitted upon any Lot which may constitute or become a nuisance to the other Owners.

X Section 3. LAW: No use may be made of any Lot which violates any Federal, State or local laws, ordinances or regulations. *Please see Amendment 6/16/20*

Section 4. ANTENNAS: There shall not be permitted or maintained any type of radio, television or other communication system antenna on any exterior portion of the structures, nor shall any such antenna be permitted or maintained inside a structure which emanates or creates radio or television reception

interference with any neighboring residences. Provided however, that this provision shall not apply to the Declarant and/or the Association with respect to the installation of equipment necessary for a master antenna system, cable T.V. system or other similar systems within the Property.

X Section 5. HAZARDS: Owners may not permit or allow to persist any activity or condition upon or within any Lot which will result in any fire or health hazard or which results in increased insurance rates for other Owners or with respect to the Common Areas. No burning of trash, refuse or garbage shall be permitted on any Lot. *See added Amendments 6/16/20*

X Section 6. ANIMALS: No animals, livestock or poultry of any kind may be bred, raised or kept for commercial purposes on or in any Lot. House pets may be kept provided the same do not become a nuisance to other residents. Exposed excrement on Lots, lawns or streets shall be considered a nuisance. All pets must be secured by a leash or lead when the same are outside of a residence or permitted enclosed area for the maintenance and confinement of pets. *See added Amendments 6/16/20*

Section 7. SIGNS: No signs of any type shall be displayed to public view on any Lot except as follows:

(A) One (1) non-illuminated ground sign of no more than four feet (4') in height nor four (4) square feet in area advertising a Lot.

(B) one (1) sign of not more than one (1) square foot may be used to designate the name of the resident;

(C) the Declarant or the Association may grant to developers the authority to utilize "Model Home" signs, provided however, any such signs shall be used only with the prior written consent of the Declarant or the Association which consent will not be unreasonably withheld.

Section 8. UNSIGHTLY OBJECTS: Each Owner shall prevent the development of any unclean, unsightly or unkept conditions of structures or grounds on or about the Lot, which shall decrease the beauty of the neighborhood. No laundry, garments or other unsightly objects may be hung outside of a dwelling, nor may any trash, rubbish, refuse or garbage be allowed to accumulate other than in appropriate receptacles which shall be hidden from view. No unsightly weeds, underbrush or growth shall be permitted to grow or remain on any Lot or parcel, all of which shall be kept mowed and clear of debris and excessive and unsightly vegetation by the Owners thereof. Failure to maintain lawns and landscaping shall be deemed to impair the value of the other Lots within the Property and to be hazardous to the health and welfare of the residents. In the event of failure of any Owner to comply with this provision upon demand by the Declarant or the Association, the Declarant or the Association may enter upon the Lot in violation and remedy the condition by mowing, removing weeds, underbrush or refuse or taking such other action as may be required. Such action shall be permitted and shall not constitute a trespass. The cost thereof shall be paid by the Owner, failing which the same shall become a lien on the Lot, collectable in the same manner as delinquent maintenance payments as hereinafter specified.

Section 9. WELLS: No private water wells may be drilled within the Property except by the Declarant, without the prior written approval of the Declarant.

Section 10. OBSTRUCTIONS: Owners of Lots may not obstruct roads or other common ways of ingress and egress or easement areas or Common Areas. No Owner may utilize any portion of the Common Areas in a manner which abridges the equal rights of the other Owners.

X Section 11. PARKING: No commercial vehicles, trucks, buses, vans, boats, motorcycles, campers, mobile homes, motor homes or other vehicles or equipment, with the exception of non-commercial private automobiles of Owners may be parked, stored or maintained on or about any Lot or in any common area exposed to the view of residents. Service vehicles during the time they are actually serving Owners, the Declarant or the Association and the mooring of boats alongside permitted docks or wharfs on lakeside Lots shall not be deemed to be in violation of this provision. In the event of a dispute as to the type of vehicle involved the State of Florida Vehicle Registration shall control. The Declarant or the Association shall have the right to cause any vehicles in violation of this provision to be towed away with the costs to be borne by the vehicle owner or the violator.

6/17/20
After
several
warnings,

Section 12. TEMPORARY STRUCTURES: No temporary structures or out buildings of any type shall be permitted or maintained upon any Lot except those utilized by contractors in connection with construction of residences thereon and permitted by the Declarant. Such permitted temporary structures may not at any time be used as residences or permitted to remain on the Property after completion of construction. See added amendment 6/18/20 without board approval.

Section 13. TREES: No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Declarant. Approval for the removal of trees located within ten (10) feet of a residence or within ten (10) feet of the site for the construction thereof will be granted unless such removal will substantially decrease the beauty of the Property.

Section 14. SUBDIVIDING LOTS: No "single family" Lot shall at any time be sold or transferred other than in its entirety, as a whole Lot. The foregoing shall not, however, prevent:

1. An Owner of a vacant Lot from conveying part of the same to one adjoining side Lot Owner and the remaining portion of the Lot to the other adjoining side Lot Owner, provided both such conveyances are made concurrently, or
2. an Owner of two (2) or more contiguous Lots from conveying part of one (1) to an adjoining side Lot Owner, provided the ownership of the land retained shall have a frontage and total area of not less than one (1) of the whole Lots originally owned.

In the event a portion of any Lot shall once be conveyed as permitted under Subparagraphs (a) or (b) above, the portion of a Lot so conveyed and the adjoining Lot owned by the Grantee thereof shall together thereafter be deemed to constitute one (1) Lot, and in the case provided in Subparagraph (b), the portion of a Lot retained and the adjoining whole Lot shall together thereafter

Article XV

Section 2. ARCHITECTURAL STANDARDS: The Architectural Review Committee may, from time to time, adopt and promulgate architectural standards for MAPLE LAKES SUBDIVISION. The architectural standards may not be contrary to the provisions of this Declaration or the Bylaws and shall be consistent with the original architectural, structural, aesthetic and environmental concept and the original development of the Property. All architectural standards shall be adopted and applied on a uniform basis, and may be revised or expanded from time to time to take cognizance of new materials, construction techniques, rules and regulations of governmental authorities and the laws of Florida.

Section 3. WHEN REVIEW REQUIRED: Architectural review shall be required in the following circumstances: *See amendments 6/17/20*

(a) **New Construction:** Prior to commencement of construction of a new residence or other new improvements, and

(b) **Maintenance:** Whenever any Owner proposes to maintain or repair the improvements on a Lot in any manner that will result in the application or use of materials of a significantly different type, shape, color or quality than those originally used on the structure and the improvements thereon.

(c) **Reconstruction:** Whenever the improvements to a residence have been substantially damaged or destroyed in whole or in part, by casualty or otherwise, and reconstruction plans and specifications are proposed.

(d) **Exterior Change:** Whenever an Owner desires to paint or stain the exterior of the permitted improvements.

Section 4. PROCEDURE: When the Architectural Review Committee has established architectural standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvement, the Owner may comply with such standards without further approval. In all other situations, the Owner shall submit to the Architectural Review Committee a written application setting forth plans, colors, materials and other specifications for the activity for which architectural review is required. The Architectural Review Committee may request additional and supplementary information. The Architectural Review Committee shall, within fifteen (15) days after receipt of such application and additional information, either approve or disapprove, or approve in part and disapprove in part, the application. Failure of the Committee to respond within said fifteen (15) day period, shall be deemed to constitute approval of the plans submitted. The Committee shall specify its reasons for disapproval and annotate its decision by reference to architectural standards, where applicable. No work shall proceed except in compliance with this Declaration and architectural approval, where required.

Section 5. APPEAL: Any Owner aggrieved by a decision of the Architectural Review Committee may appeal that decision in whole or in