

FAIRWAY SPRINGS DEED RESTRICTIONS

County zoning ordinances are not the same thing as deed restrictions, although the two are often confused. Governmental zoning departments enforce the County zoning ordinances. Deed restrictions spell out recorded covenants determining the use and/or sale of your property in Fairway Springs. If zoning ordinances and a deed restriction appear to be in conflict, the one that is more restrictive is the one that is enforced.

The Fairway Springs Declaration of Covenants, Conditions and Restrictions are recorded in the Public Records of Pasco County, Florida. "These covenants, conditions and restrictions shall be perpetual and shall apply to and be forever binding upon each owner of the property and or any part or parcel thereof hereafter..."

The following deed restrictions are common to all property in Fairway Springs and are taken, *in part*, from the recorded declaration of covenants, conditions and restrictions.

1. No Lot or parcel shall be used except for residential purposes. No building shall be erected, altered or permitted to remain on any residential Lot other than one detached single-family dwelling.
2. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.
3. No barracks type or other structure shall be moved on any Lot or parcel in the area covered by these restrictions.
4. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. All pets to be on leashes.
5. No sign of any character shall be displayed or placed upon any Lot, except "For Sale" or "For Rent" signs, which signs may refer only to the particular Lot on which displayed, and shall not exceed thirty-six inches by twenty-four inches.
6. There shall be no exterior clotheslines on any Lot, except for an umbrella clothesline which must be taken down and removed from sight immediately after use and which may not be visible from the front of the property line.
7. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements of the deed restrictions and are approved by the Architectural Control Committee.
8. No vehicle shall be parked on any part of this property, except on paved streets and paved driveways. No commercial vehicles, except those present on business, trailers, boats, trucks, mobile homes or motorcycles may be parked in the development unless parked inside garages and concealed from public view.
9. No exterior radio or television mast, tower, pole, wire, aerial or antenna nor any other exterior electronic or electric equipment of any kind shall be installed or maintained on the exterior of any unit or any other portion of any Lot, unless and until the locations, size, and design thereof shall have been approved by the Architectural Control Committee.
10. The developer shall have the right to install fences around the perimeter of the development on individual Lots, with said fences to be maintained by the owner of the Lots on which the fence is located.
11. No trees having a diameter of six (6) inches or more (measured from a point two (2) feet above the ground level) shall be removed from any Lot without the express written authorization of the Architectural Control Committee or unless properly authorized by an appropriate governmental authority.
12. The owner of each Lot shall keep such Lot free of tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition.
13. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached, single family dwelling. A swimming pool may not be located in the front yard of any Lot, nor past the building on a side street lot line. All mechanical equipment, including, but not limited to, water softeners, pumps, or pool heaters shall not be visible from the street.

14. No tent, shack, garage, barn or other out building shall at any time be erected and used temporarily or permanently as a residence or for any other purpose.
15. All windows of a unit shall be covered on the interior of said unit by blinds, shades, drapes or other appropriate window coverings, and shall not be covered with sheets, bedspreads, newspaper or foil. All garage doors of units shall be closed except when opened temporarily for ingress and egress.
16. All trash, garbage or other refuse shall be maintained in a location not visible from the front property line, and shall not be placed for pick-up until the preceding evening, and any and all containers for such trash, garbage or refuse shall be returned the evening of pick-up to their normal location.
17. Every owner, their licensees, guests, invitees and tenants shall at all times abide by all county or other governmental ordinances, including, but not limited to, ordinances with regard to pets and leases, parking ordinances and ordinances regarding conduct.

If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violation.

THIS IS NOT THE COMPLETE LANGUAGE OF THE DEED RESTRICTONS. PLEASE REFER TO THE RECORDED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR MORE DETAIL.

ARCHITECTURAL CONTROL

No changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to any Lot (except as to the interior of a unit), including that portion of any Lot not actually occupied by the unit, until the plans, specifications, showing the nature, kind, shape, height, materials, locations, COLOR and approximate cost of the same shall have been submitted to, and approved by, the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawing or documents as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy for such violation.