

Corrected Amended and Restated Declaration of Restrictions and Protective Covenants
Summerwood Estates North Subdivision

Page 5 of 20

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH MANDATORY STATE STATUTE

BOARD & COUNSEL REVIEW

Sec. 5 (p. 17): Parking clause restricts pickup trucks or authorized work vehicles in direct violation of Fla. Stat. § 720.3075(3) (HB 1203).

Statutory / Legal Reference: Fla. Stat. § 720.3075(3)

Statutory Comparison: Fla. Stat. § 720.3075 as amended by HB 1203 renders unenforceable any covenant that prohibits an owner from parking a personal vehicle, including a pickup truck, or an emergency service/work vehicle in their driveway.

CURRENT WORDING IN DOCUMENT:

height, excluding chimneys. No commercial vehicles shall be parked or kept upon any street or Lot except while being loaded or unloaded or while engaged in work upon such Lot. No semi-tractor/trailers, heavy construction or like equipment, or stationary trailers of any kind shall be parked on any street or Lot.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Notwithstanding any provision herein to the contrary, personal pickup trucks, law enforcement vehicles, emergency services vehicles, and work vehicles operated by a resident or owner may be parked in the resident's designated driveway or parking area, pursuant to Fla. Stat. § 720.3075.

shall be made without the prior written consent of the Committee. The Committee shall not be responsible for any structural defects in any approved plans or specifications, nor in any building, improvement or structure erected according to such plans or specifications. Approval by the Committee shall expire after a period of one (1) year from the approval date, unless extended in writing by the Committee to a specific date. If the approved construction activity is not completed within such approval timeframe, the approval shall be deemed withdrawn and the incomplete construction shall be deemed in violation of these Restrictions. In such event, the applicant shall cease all such construction activities and resubmit the plans and other required information to the Committee for reconsideration, and pay any applicable resubmission fee.

(4) Construction Site Maintenance. During any period of construction activity, the Lot and work area shall be kept in a clean manner and the Owner and contractor shall not allow debris, trash, garbage, or unused construction material to lie around and be unsightly on the subject Lot.

(5) General Use of Lots. No Lot shall be utilized for non-residential purposes, except home occupations are permitted provided home occupation rules established by the Association are met. Home occupations shall conform with any and all Madison County ordinances and regulations and shall not result in clients or customers of an Owner entering the Owner's Lot for any business purpose. No dwelling house shall be erected or located upon any of the said Lots other than a site-built single-family dwelling having at least 1,600 square feet of heated floor space for a single-story residence, and 2,000 square feet of heated floor space for a residence two stories or greater, both exclusive of porches, garages, stoops and covered walkways or breezeways. No dwelling house shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed forty-five (45) feet in

ISSUE #1

height, excluding chimneys. No commercial vehicles shall be parked or kept upon any street or Lot except while being loaded or unloaded or while engaged in work upon such Lot. No semi-tractor/trailers, heavy construction or like equipment, or stationary trailers of any kind shall be parked on any street or Lot. No junk, disabled or inoperative vehicle shall be parked, stored or kept upon any street or Lot. Also, no automobiles or trucks or any other vehicles shall be parked on the streets of the Subdivision, except for those making deliveries to residences within the Subdivision. Additionally, there shall be no outside clothes lines of any type permitted on any Lots or the Land.

(6) Dwelling Occupants. No Lot shall be used or occupied by other than the Owner thereof or by one lessee or tenant of the entire Lot; provided, however, that when used and occupied by an Owner, lessee or tenant of the whole of such Lot, such Lot may also be used and occupied by the members of the household, servants and guests of such Owner, lessee or tenant. No trailer, camper, motor home, tent, shack, garage, barn or other outbuilding or temporary structure upon any Lot shall be used or occupied as