

## Lindsey's Crossing Rules & Regulations

1. **Residential Use** - Each of the numbered lots in the subdivision shall be Residential Lots used for single family dwellings only. No business or commercial building may be erected on any Residential Lot and no business may be conducted on any part thereof.
2. **All outside changes must be approved by the ARC (Architectural Review Committee)**
3. **Lawn and landscaping maintenance**- Each Owner shall be responsible for the maintenance of the lawn and landscaping on the Residential Lot owned by such Owner. Lawns must be cut and free of weeds, pests, pet waste, garbage, debris, dead or dying spots, and yard and landscaping clippings. Landscaping and trees must be trimmed for dead branches or stems. Any landscaping or lawn that is dead must be replaced within 30 days.
  - Edge lawn and sidewalk adjacent to the street
  - Clean/wash your residence on an annual basis
  - Clean/wash driveway and sidewalk adjacent to your residence
  - Clean/wash, stain, repair and replace the part of your wooden fence visible from the street
  - All Palm Trees must be trimmed & booted by July 10th, yearly.
  - All trees must be trimmed off the right of way no less than 13' in height of roads for Emergency Vehicles to pass
4. **Garages and Drives** - No garages or outbuildings shall be used as a residence or converted into living space. Each home shall include a garage which will accommodate 2 cars parked side by side and a concrete drive which leads from the street to such garage. No items are to be stored on a driveway, coolers, hoses, etc.
5. **Parking - NO PARKING ON THE GRASS.** No vehicle shall be parked on any Residential Lot or street unless such vehicle is, operable on the highways of the State of Florida and has a current license tag. No repair work shall be performed on any vehicle except minor repairs which are completed within a twenty-four (24) hour duration. **No boat, recreation vehicle, Truck or other commercial vehicle shall be parked on a Residential Lot except in areas completely screened in view from the streets and all other Residential Lots or except as otherwise approved by the ARC.**
6. **Storage of Fuel Tanks, Garbage and Trash Receptacles** - All above ground tanks, cylinder, or containers for the storage of liquefied petroleum, gas, or other fuel, garbage or trash shall be screened from view by adjacent lots and street by shrubbery or a "L" shaped fence. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the property, except inside the Unit or in sealed refuse containers concealed from view. No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street right-of-way.
7. **Signs** - No signs shall be displayed on any Residential Lot except, "For Rent" or "For Sale", signs may refer only to the premise for sale of for rent. No signs may be placed on any Common Area or Easement except those specifically intended for communication between the Board and the Owners and/or approved by the ARC. The Association may enter upon any Residential Lot and remove any signs which do not comply with the above provisions. One (1) Political sign is allowed, one (1) week prior to an election and must be removed the day after the election. (No Profanity allowed)
8. **No Shacks or Trailers** -No shacks, mobile home, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Residential Lot.
9. **Location of Structures** - The location of all structures (including building, fences, and walls) and shrubbery placed upon any Residential Lot shall comply with the requirements of all zoning and building- ordinances applicable thereto or such other more restrictive requirements established by the ARC, **NO chain link fences shall be allowed.**
10. **Sheds** – Exterior sheds may be constructed on residential property with ARC approval. ARC must review all **Requests for sheds using the following guidelines:**
  - Shed must be no larger than 9' (width) x 12' (length) x 8' (height)
  - Shed must complement existing single-family dwellings exterior color palette (TBD by ARC during review)
  - Shed may not have any extensions, additions, lean-to, or other attached structures
  - Shed may not have a cupola, antennae, or flagpole

11. **Pets** - No animals or birds shall be kept on the Property for any commercial or breeding purpose. Not more than two (2) domestic animals may be kept on a Residential Lot for the pleasure of the occupants of the Residential Dwelling Unit built on such lot without the prior **written approval of the Board**. If, in the opinion of the Board, any animal becomes dangerous or an annoyance or destructive of wildlife, the Association shall have the right to require that such offending animal be removed from the Property. Birds and rabbits shall always be kept caged.
12. **Clotheslines** - No clothes or laundry shall be hung or are visible from any street or Residential Lot.
13. **No offensive Activities** - No illegal, obnoxious or offensive activity nor any nuisance shall be permitted or carried on in any part of the Property, nor shall anything be permitted therein which will become an annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate on any part of the Property.
14. **Trees** - No trees greater than 6" in diameter at breast height shall be removed by any Owner without the permission of the ARC.
15. **Wetlands** - No Owner shall clear, fill, or otherwise impact any jurisdictional wetlands on the Property except as approved by the St. Johns River Water Management District and the ARC.
16. **Exterior Treatments** - The exterior of each Residential Dwelling Unit shall be constructed, at a minimum, of brick or stucco accents with horizontal siding on the front of each Unit and horizontal siding on the sides and rear.
17. **Lake Embankments** - The lake embankments shall be maintained by the owner owning the lake bottom. The embankments shall be maintained by each applicable Owner so the grass, planting or other lateral support shall prevent erosion of the embankment of the lakes and the height, grade and contour of such embankments shall not be changed without the prior written consent of the ARC. If the Owner required to maintain the embankment fails to maintain such embankment as part of his landscape maintenance obligations in accordance with the foregoing, the Association and its agent or representative shall have the right, but not the obligation, to enter upon such Owner's property to perform such maintenance which may be reasonably required, all at the expense of the appropriate Owner.
18. **Water Level and use** - Only the Association shall have the right to remove any water from such lakes for the purpose of irrigation or other use or to place any matter or objects in such lakes. The Association shall have the sole and absolute right to control the water level of all lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish, and fungi in and on such lakes and to fill any lake and no owner shall deposit any fill in such lake. No dock, moorings, pilings, boat shelters or other structure shall be erected on or over the lakes without the approval of the ARC. No gas or diesel driven boat shall be permitted to be operated on any lake. Canoes and small, non-combustion powered boats will be permitted. All permitted boats shall be stored, screened from public view, and shall be stored either within existing structures on the Owner's Residential Lot, in designated areas within the planned development or behind landscaping approved by the ARC. **No swimming in the ponds.**
19. **Leasing/Renting of Homes** – No business can lease/rent a home. If you have a Home Business, prior written permission must be obtained by the Board of Directors to have an "In Home Business". No lease/rental agreement can be for less than 6 months.

**PER YOUR GOVERNING DOCUMENTS:**

**Attorney's Fees** - Any Owner found to be in violation of these restrictions shall be obligated to pay the reasonable attorney fees of the Association in any action seeking to enforce or prevent, correct, or enjoin such violation or seeking damages for the breach of these restrictions.

**Please review your Governing Documents for a complete list of all Guidelines, Rules and Regulations, etc.**

**To receive and submit an ARC form, please contact:**

**Sue Wilson- [suewilson@watsonrealtycorp.com](mailto:suewilson@watsonrealtycorp.com)**

**904-436-1447**