

Article XI

Restrictions Affecting Residential Lots

Add:

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, must be approved by the ARC and shall be screened from view from adjacent Lots and any street. 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 refuse containers concealed from view, and in accordance with the Association's Regulations. No fires for burning of trash, leaves, clippings or other debris shall be permitted on any party of the Property, including street rights-of-way.

As stated in section 3:

3. No Sheds, Shacks, or trailers. No shed, shack, 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.

Revised.

3. No shacks or trailers. No shack, mobile home, trailer, tent, watercraft, or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any residential lot.

Add:

Guidelines for sheds.

Exterior sheds may be constructed on residential property with ARC approval. ARC must review all requests for sheds using the following guidelines:

- a) Shed must be no larger than 9' (width) x 12' (length) x 8' (height)
- b) Shed must complement existing single family dwelling's exterior color palette (TBD by ARC during review)
- c) Shed may not have any extensions, additions, lean-to, or otherwise attached structures
- d) Shed may not have a cupola, antennae or flagpole

As stated in Section 5:

- 5. Exterior Maintenance. Each Owner shall be responsible for the maintenance of the lawn, landscaping, and exterior of all buildings and structures on the Residential Lot owned by such owner, all of which shall be maintained in a neat and orderly manner with the lawns cut, landscaping trimmed and the exterior of the improvements painted and in repair.

Revised:

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 or 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.

Exterior maintenance. Each Owner shall be responsible for the maintenance of the exterior condition of all buildings and structures on the Residential Lot owned by such owner. Exteriors must be free of dirt, mold, algae build-up and any otherwise discoloring material. Painted areas must be free of chipping and peeling. Mailboxes, if applicable, must be fully erect and free of dents, rust, and fading.

As stated in Section 8:

8. Parking. No vehicle shall be parked on any Residential Lot or street on the Property 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 for minor repairs which are completed within a two (2) 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.

Revised:

8. Parking. No vehicle shall be parked on any Residential Lot unless such vehicle is operable on the highways of the state of Florida and has a current license tag. At no time, may vehicles be parked on the streets on the Property. No repair work shall be performed on any vehicle except for 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.

As stated in Section 11:

11. Signs. No signs shall be displayed on any Residential Lot except "For Rent" or "For Sale" signs, which signs may refer only to that particular premise for sale or for rent and shall be of materials, size, height and design approved by the ARC. The Association may enter upon any Residential Lot and summarily remove any signs which do not comply with the provisions of the paragraph.

Revised:

11. Signs. No signs shall be displayed on any Residential Lot except "For Rent" or "For Sale" signs, which signs may refer only to that particular premise for sale or for rent and shall be provided by the ARC. No signs may be placed on any Common Area or Easement except those specifically intended for communication between the Board and the Owners and approved by the ARC. The Association may enter upon any Residential Lot and summarily remove any signs which do not comply with the provisions of the paragraph.

Article V

Architectural Control

Add:

Inspection. The A.R.C. or its designate shall inspect the construction of any approved plan to assure compliance with the approved plans and specifications and shall issue a certificate of compliance if the improvements substantially comply with the approved plans and specification on any non-compliance does not materially violate the provisions of this Declaration or the Architectural Criteria. If the A.R.C. refuses or is unable to issue a certificate of compliance, then it shall report to the Board of Directors specifying the matters of non-compliance. The Board of Directors shall consider the matters of non-compliance and shall afford the affected Owner or his representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive excusing the non-compliance or requiring the Owner to correct the non-compliant items.

Address for Notice. Requests for ARC approval or correspondence with the ARC shall be addressed to Lindsey's Crossing Architectural Review Committee and mailed or delivered to the principal office of 1403 Dunn Avenue, Suite 1, Jacksonville, Florida, 32218, in Duval County, florida, or such other address may be designated from time to time by the ARC. No correspondence or request for approval shall be deemed to have been received until actually received by the ARC in form satisfactory to the ARC.

Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by or from the Association neither the ARC members, the Board of Directors, nor the Association shall be liable to an Owner or such other Person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether given, granted, or withheld. The Association shall defend any action brought against the ARC or any member thereof arising from acts or omissions of the ARC committed in good faith and without malice.