

Heritage Oaks Property Owners' Association, Inc.
Covenants and Restrictions
"Covenants Guidelines"
(Approved 9/11/22)

Purpose:

This document contains guidelines to supplement and expand upon the official Heritage Oaks Property Owners' Association (HOPOA) First Amended Covenants and Restrictions ("Covenants" for short), including any Amendments thereto, to give Property Owners (POs) and tenants guidance and directions on what is permissible and, in some cases, what it not, in cases where the Covenants are not explicit. Any reference to Covenants and Restrictions shall mean the First Amended Covenants and Restrictions, including any Amendments thereto.

Authority:

These Covenants Guidelines have been approved by the HOPOA Board of Directors (BoD) and are enforceable as extensions to the Covenants and have the full force and effect of the Covenants.

Amendments:

Formal amendments to the Covenants require approval of a simple majority of POs; however, the BoD, at the recommendation of any HOPOA standing committee, or upon request from a PO, may amend these Covenants Guidelines after 30 days' notice to all POs of the intended change. If any PO takes exception to the proposed change(s) in writing (e-mail is acceptable) within the 30-day review period, the following procedure will be followed:

1. The BoD will schedule a meeting to hear the exception and render a decision. If the decision is still not acceptable to the appellant, the next step will be taken.
2. A Special Meeting of the POs will be called to debate the issue. A simple majority of those POs attending the meeting, or providing proxy to a PO present, will then decide the issue, which will be binding.

The foregoing applies to the body of these Guidelines and the appendices; however, changes to the annexes may be made exclusively by the BoD.

Interpretation of Covenants and Covenants Guidelines:

In the event there is a conflict between the Covenants and these Covenants Guidelines, the interpretation according to the Covenants shall prevail. Any PO has the right to appeal or seek interpretations of any provision in this document by filing an application with the Architectural Review Board (ARB). The ARB shall render a decision in writing to any request for appeal or interpretation within 20 days of receipt of the application. The PO can appeal the decision of the ARB as specified in Section 7.11 of the Covenants.

In a case of interpretation of judgement issues (such as acceptable landscaping, lawn maintenance, and the like), which results in a citation to the PO, the ARB will render a determination of the interpretation, if requested by the PO. If the ARB's decision is against the PO, the PO has the same right of appeal described above.

General Exemptions:

All work approved/built prior to the effective date of this document are exempt from the restrictions in the Covenants and/or this document, including total replacement of a partially or fully destroyed Dwelling Unit, so long as the reconstruction is strictly consistent with the previous state. Any new or future changes or improvements require ARB approval; except, however, if the work is to **replace** a previously approved improvement (e.g., fence, pool, etc.), ARB approval is not needed as long as the replacement is similar to the original. POs are encouraged that if a planned work is in doubt, they should enquire of the ARB prior to commencing work.

Covenants Guidelines:

The following sections provide the specific guidance. The section numbers refer to the Articles and Sections in the Covenants. All such sections are not supplemented, so there are gaps in the numbering.

ARTICLE 1. DEFINITIONS

1.9. "Common Areas". To clarify Section 1.9 of the AC&R, the Common Areas (CAs) in Heritage Oaks, as indicated in the Plats for Phases I and II, consist of the buffer zone along the southern boundary of Heritage Oaks, the central quadrangle (quad) in its entirety, all Drainage Recovery (Retainage) Areas (DRAs 2, 3, 4E, 4W, 6, 7, 8A, 8B, and 9) in Phase I, the Stormwater Management Facility (SMF) in Phase II; Tracs A, B and C; the unnamed grass area just north and west of DRA 7 that is not part of Lot 19; and the alleys. The CAs extent to the bordering property lines, but do not include the sidewalks and grass strips between the sidewalks and curbs, which are public property (owned by the city of Alachua); however, the Association and individual POs are responsible for cosmetic maintenance of these strips and any retaining walls abutting the sidewalks. The Association is responsible for any structural maintenance and repair of all retaining walls. The CAs include any improvements (e.g., landscaping, structures, equipment, fences, utilities, etc.) within CAs. The public streets and streetlight system are not part of the CAs.

1.21. "Rentable Lots". For the purposes of these Guidelines, the terms "rent" and "lease", and any derivatives thereof, are interchangeable.

1.24 (Added). "Event". For the purposes of these Guidelines, this is any special activity hosted, organized, or sponsored by one or more Property Owners involving the use of Heritage Oaks Common Areas. Some restrictions apply if the public streets are used as well (also see Annex II).

1.25 (Added). “Proxy”. Shall mean a power of attorney given by one Property Owner(s) to another HOPOA Property Owner to vote in his/her/their stead. Proxy voting is permitted by Section 3.5 of the First Amended Bylaws of the HOPOA. In order to ensure the integrity of the decisions taken by the Association, all proxies must be Members (i.e., HOPOA Property Owners)..

ARTICLE 2. USE RESTRICTIONS

Buildings and Appearance of Lots:

ARB approval is required to change the external appearance of an approved structure (house, fence, shed, garage, etc.). Additional guidelines on some of these sections are given in Appendix A. The following guidelines address the sections indicated.

While prior ARB approval is not required in many instances, it may be advisable to seek approval, or at least inform the ARB, anyway. Prior ARB approval or notice will eliminate any chance of dispute at a later date as said approval puts the onus of compliance on the ARB and removes it from the PO.

2.3. Rental Properties – Rental Lots are designated by the BoD. The only Lot(s) currently approved as Rentable Lot(s) is/are designated in Annex I, which may be updated by the BoD without following the full process of updating these Guidelines.

The maximum number shall be 10 percent of the total Dwelling Units. Each new Rentable Lot must be approved by the Board of Directors prior to renting or leasing to any party, except as follows. In the event a Dwelling Unit is occupied by family members of the PO, the Lot thus occupied will not be considered as a rental, even if the family member pays rent.

POs desiring to rent their property who meet the requirements of Section 2.3, Rental Properties, shall submit the application form entitled, “Heritage Oaks Property Owners’ Association, Architectural Review Board, Application for Designation of Rental Property.”

POs who are landlords must provide all contact information for tenants for the neighborhood roster and neighborhood media; however, if the tenants desire not to have their information published in the roster, they may ask that the telephone number(s) and/or e-mail address(es) be unlisted.

2.6. No Temporary or Accessory Structures – Temporary structures such as exterior storage buildings must be approved by the ARB. The acceptable guidelines are as follows:

- Structures may be permitted in the Rear Yard only, it should not be visible from the front of the house, and the yard must be fenced in accordance with these Covenants Guidelines.

- The roof of the structure should not protrude more than 18 inches above the fence if visible from the front.
- Pergolas measuring no more than 12 feet by 12 feet and no higher than 12 feet at the highest point may be constructed in Rear Yards without requesting approval from the ARB.
- Trellises standing no higher than 9 feet high may be constructed in Rear Yards without requesting approval from the ARB
- Children’s Jungle Gyms, slides, forts, etc. standing no higher than 12 feet at the highest point may be constructed in Rear Yards without requesting approval from the ARB.
- Any other such semi-permanent addition requires ARB approval.
- Purely temporary structures, such as storage pods, must be approved by the ARB. They may be installed in the Rear of the Lot or in the Front driveway of the Dwelling Unit, but for no longer than 14 days, counting from the date installed. Longer periods may be approved by the ARB in extraordinary cases, such as damage to the Dwelling Unit.

2.7. Livestock and Animal Restrictions – The following expands the provisions of the Covenants:

- Only "conventional, inside" pets are normally permitted, such as dogs, cats, caged birds, fish, hamsters, guinea pigs, gerbils, reptiles, etc.
- Pets may not be a nuisance or bother to neighbors.
- Pets that are normally leashed (namely dogs) may be allowed free in fenced back yards only, but must be kept leashed, or under direct voice control of the owner when in Front Yards, and leashed when off the owner’s lot. Violations of this requirement will be treated as follows:
 - First report: The Property Manager (PM) or ARB will issue a “friendly” reminder, usually by e-mail, to the dog’s owners, warning them of the violation.
 - Second report: The PM or ARB will issue a formal violation in the form of the Association’s Violation Sheet, which also informs them that the act is a violation of both the county and Covenants.
 - Third report: The PM or ARB will notify the owners that the incident has been reported to Alachua County Animal Services and that fines may be assessed by the Association.
 - This policy took effect April 1, 2017, with no past violations being counted, but severity of past violations may be considered in the future.
- Dogs must not be allowed to roam the neighborhood at any time.
- Owners must clean up after their pet.
- No animal commonly considered livestock/game animals may be kept, which includes, but not limited to chickens, ducks, pigs, sheep, goats, turkeys, pheasants, quail, horses, cattle, snakes, or emus/ostriches.
- Certified service animals are exempted from this restriction.

2.8. Restriction on Activity – Minor vehicle repairs such as tire and oil changes may be conducted on the driveway of a property, specifically:

- No repair may be conducted on the street or common areas.
- Repair to vehicles on the driveway must be completed in three days or less.
- All automotive fluids must be disposed of offsite, and owners are required to clean all visible stains from driveways and streets.

2.8.1. Celebrations and other community-wide activities that are conducted/sponsored/hosted by Property Owners, such as social gatherings, parties, garage/yard sales, and other such activities shall be subject to the policies stated in Annex II, which may be updated by the BoD without following the full process of updating these Guidelines.

2.8.2. Except as provided in Section 2.8.3, celebrations and other community activities that produce excessive noise shall only be conducted in the Common Area in the center of Phase I (known as Drainage Retention Area, or DRA#4, and Playground area), and shall not be conducted among the residential lots or streets. Excessive noise shall be ended by 9:00 PM. [Note that Alachua County Ordinances 91-23 and 02-34, Noise Control, do not explicitly address this issue, but it is consistent with the spirit of the ordinances to end at 9 PM.] This same restriction shall apply to the operation of model aircraft, including those commonly called drones, and may not be operated in hours of darkness.

Similarly, construction activities creating excessive noise shall not be commenced prior to 7:00 AM on weekdays and 8:00 AM on weekends and shall end by 9:00 PM daily.

As for louder private vehicles, including sports vehicles, motorcycles, and boats, be courteous and mindful of neighbors and avoid revving engines or creating excessive noise while in the neighborhood during the hours of 9:00 PM – 7:00 AM.

Florida State Statute 316.3045, Operation of radios or other mechanical sound-making devices or instruments in vehicles, states that it is now required of drivers to keep their music down. If music can be heard from 25 feet away, it is too loud. The new law enables law enforcement the ability to issue citations for loud music coming from a vehicle that is "plainly audible at a distance of 25 feet or more."

2.8.3. Under current Florida State Law (Chapter 791, Section 08), fireworks are permitted on July 4th, New Year's Eve, and New Year's Day. Fireworks shall only be used in DRA#4, except on the raised area (Central Park) between the two basins, except to launch into a basin. Care must be taken to avoid debris from falling onto houses, vehicles, the playground, or any structure in the Central Park. Fireworks shall only be used during the following hours: July 4 (7 PM to 10 PM) and from December 31 (7 PM) to January 1 (1 AM). All debris from fireworks shall be picked up and removed as much as possible, by 12 PM (noon) on July 5 and January 1, respectively.

2.8.4. Garage/Yard Sales are permitted, but must be in the fronts of lots in Phase I to avoid vehicles driving on rear lawns open to the alleys or the grass strips outside a fence. The setup may use the sidewalks in front of the sellers' lots, but not the streets. Also see Annex II.

2.9. Restrictions on Walls, Fences or Hedges – Guidelines on fences are as follows:

- All new or reconstructed fences must be approved by the ARB and plans must be submitted; except that if a fence is to be partially or completely replaced with no change to style, gate, or location, ARB approval is not required, but the project shall be completed timely. (Note, the PO should notify the ARB of the intent to replace the fence.)
- Fences are restricted to Rear and Side Yards only and must be set back at least 10 feet (beginning 4/12/18: 15 feet for lots on cul-de-sacs) from the front-most face of the house, excluding a protruding porch, and preferably should not hinder access to utility meters. There must be at least one gate through the fence, but gates may be locked for security. Fences are prohibited in Front Yards unless approved by the ARB for safety or security reasons.
- Fences must:
 - Be constructed of wood.
 - Be of “Shadow Box” design.
 - Have gates constructed in the same manner as the main fence.
 - Not exceed 6 feet in height (unless additional fencing needs to be added to the bottom of a fence to span depressions); however, back fences facing buffer areas, retention basins, and other natural areas not usually accessible must be at least 3.5 feet in height.
 - Be constructed on-site, board by board, they may not be prefabricated,
- Plans for fences submitted for approval shall indicate the setback from the front of the house in feet.
- Plans should also include the location of utility meters and take into account that if the fence encloses the meter(s), arrangements may have to be made with the utility provider to ensure convenient access.
- Fences may be stained—but not painted—without ARB approval within ARB guidelines (see Appendix A) but otherwise must be approved by the ARB.
- Vines or similar vegetation (herein “vines” for ease of reference) are permitted to grow on fences by the owner PO only under the following conditions:
 - If the fence section supporting the vines does not border a neighboring Rear Yard, creeping vines are permissible so long as they are well maintained in an attractive manner.
 - If the fence section separates two residential lots, vines may be allowed only if the neighboring PO agrees in writing (e-mail is OK). The neighboring PO has the right to trim the vines to prevent unfettered growth on their side of the fence or into their yard.
 - If vines of other creeping vegetation “invade” any neighboring yard (on the fence or in the yard), the ARB may, upon complaint by the offended

lot, recommend fines on the offender PO to the BoD, after reasonable, unsuccessful attempts to resolve the dispute.

- 2.10. Garages** – All garages shall be minimum two-vehicle capacity. Garages may be connected to the main dwelling or separated. For front-facing garages, the front plane of the garage shall be set back from the plane of the forward-most reach of the dwelling unit or porch by at least 11 feet, unless approved by the ARB. See also Appendix A for more details.
- 2.11 Insect, Fire Control and Trash Removal** - The Association and its agents may likewise enter upon any Lot to remove any harmful insect nest or other habitat, or to remove or exclude undesirable boring, crawling, or flying animals, which are on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. This action will be taken only as a last resort if the POs fail to respond to other notices, but all other provisions of this Section in the Covenants apply equally to this provision.
- 2.13. Exterior Antennas** – Exterior Television Antennas (Satellite or other) may be installed without prior ARB approval; however:
- Satellite dishes must not exceed 1 meter (39.37”) in diameter without approval.
 - It is preferred that all antennas should be placed in a location not visible from the street/public areas whenever possible and still maintain signal access.
 - All antennas must meet all applicable City, County, State, and Federal codes, rules, regulations, statutes, and laws.
 - Antennas for AM/FM radio, amateur (“HAM”) radio, Citizens Band (“CB”) radio, and Digital Audio Radio Services (“DARS”) are not permitted without ARB approval.
 - Satellite dishes that are not in active use or in disrepair must be removed.
- 2.14. Exterior Paint** – Structures may be repainted the original color without requesting ARB approval. See also Appendix A.
- All trim, soffits, gutters, downspouts, and the like shall always be white.
 - All painted areas shall be maintained in an attractive condition. Fading or chipped surfaces must be restored to the original appearance, including power-washing and/or repainting the entire Dwelling Unit, as necessary.
- 2.15. Signs** – Stand-alone signs on homes or in yards are generally prohibited with the following exceptions:
- Allowed one real estate sign per lot, no larger than 18 x 30 inches.
 - Political signs:
 - Allowed one per candidate per campaign,
 - No larger than 18 x 30 inches,
 - May not be posted earlier than three weeks prior to election date, and
 - Must be removed within one week post-election.
 - Small, legal no-trespassing and security signs are permitted.

- Commercial signs are not permitted in any common area or in the strips between sidewalks and curbs in front of private lots (which are city property), unless approved by the BoD, except for sale/rent (if on an approved rental lot) in the strips. The Association has the right to remove, or cause to be removed, any commercial sign posted in a Common Area.

2.17. Allowable Trim and Decoration – Additions of trim that significantly change the appearance of the Dwelling Unit (such as adding shutters, because of the colors) should be approved by the ARB, except as follows:

- Functional trim such as gutters and downspouts may be added without prior ARB approval, provided they are made of metal and white in color.
 - These must be maintained and if they become dysfunctional, the ARB shall have the authority to require them to be repaired or removed.
 - POs of Dwelling Units with metal roofs may apply to the ARB for an exception to this restriction.

Patriotic- and sports-related or similar decorations (e.g., signs, banners, flags, bunting, spinners, statuettes, etc.) are permitted in on the Dwelling Unit or Front Yard.

2.18 Window Tinting – exterior windows and French doors that are visible from the outside, in addition to the restrictions stated in Section 2.18 of the Covenants, should have window treatments as detailed in Appendix A. Newly occupied dwellings may use non-standard window treatments for a period not to exceed 30 days from occupancy; however, garish colors or designs shall not be used.

2.19. Unit Air Conditioners and Solar Panels – Solar panels may be installed with approval of the ARB, and the request must be accompanied by the external installation plans. The panels should not be mounted on roof facing the front of the dwelling unit, nor if visible from streets (side streets and alleys exempted), unless necessary to operate, in accordance with Title XI, Chapter 163, Section 163.04(2) of the Florida Statutes. Certification from the installer must include such justification.

2.21. Tree Removal Restrictions – Removal of trees greater than 8” diameter measured 2 feet above grade requires ARB approval. If an owner violates this and removes such a tree without ARB approval, he/she is bound to replace the tree with another one, and its location, acceptable to the ARB.

- Approval shall be granted for dead/dying trees.
- Removal of healthy trees may be contingent on replacing with new trees at the ARB’s discretion.
- Planting of new trees is permissible without ARB approval provided:
 - New trees may be any deciduous or small leafed tree. Flowering trees are desirable.
 - Cedar trees are acceptable, but pine and palm trees (other than sago palms) are not desired. (The cabbage palm is the state tree.)
 - Trees must be planted with the proper recommended spacing to allow healthy growth.

- Trees shall not be planted in locations where the root systems are likely to damage sidewalks.
- No tree, or other landscaping, may be planted by a Member in a Common Area, including the strips between sidewalks and curbs, without ARB approval. As an exception, small plants may be planted around mailbox posts and/or borders along the sidewalk, curb or strip between a rear fence and alley, as long as they are well maintained.
- Removal of dead/dying trees on vacant lots is permitted without approval of the ARB. Removal of healthy trees on vacant Lots being developed are permitted within 10 feet of the slab, porches, decks, driveways, and sidewalks as part of the required approval of the new construction under Section 7.4 of the Covenants.
- All remains of any tree removed, including stumps, shall be removed from the Property completely, and may not be discarded on vacant lots.
- In the event that tree branches from a lot overhang a common area, sidewalk, or adjacent property, the affected property owner, or Association, will have the right to trim or prune the overhanging branches up to the property line; however, the parties are encouraged to work out a mutually satisfactory solution to any offending situation. Failing that, and the impacted party doesn't want a radical solution on their side, the ARB may recommend fines to the BoD.
- All county and city ordinances relating to tree removal shall apply.

2.22. Vehicles – The following restrictions apply to vehicles:

- Must be parked in accordance with Covenants.
- Temporary/visitor parking:
 - May be on-street so as not to obstruct traffic flow.
 - Parking prohibited on lawns, sidewalks, common areas, and sidewalk access ramps.
 - No parking within roundabouts.
- Overnight parking:
 - Parking is permitted in the owners' driveways; however, parked vehicles may not block the public sidewalks.
 - No on-street parking at any time may impede traffic flow or block driveways or access to fire hydrants, mailboxes, or trash bins (on trash collection days).
 - On-street parking is permitted only in approved areas of Phase I as indicated in the map attached as Appendix B.
 - The dead-end stub between Lots 14 and 15 may be used for parking as well.
 - In Phase II, overnight parking is prohibited on the streets, except temporary short-term parking by house guests and the like for a period not to exceed three consecutive days/two nights—once only in a rolling seven-day period—anywhere on the street in question. See Appendix C for a map of Phase II.

- Recreational/non-passenger vehicle (commercial trucks, RVs, campers, boats, trailers, etc.), and long-term parking (unless otherwise approved by the ARB):
 - May not be consistently or continually parked on the street.
 - Should be kept in garage or in an ARB-approved enclosure.
 - Should not be visible from ground level.
 - Temporary parking for up to three days/two nights—once only in a rolling seven-day period—is permissible in designated on-street parking areas (only) in Phase I and on-street in Phase II, so long as traffic and other access points are not impeded, particularly for emergency and service vehicles.
- All vehicles must be operational and licensed.
- Repeat violations of parking restrictions after warning(s) and/or citation(s) may result in the offending vehicle(s) being towed at the expense of the vehicle(s) owner(s). Failure to reimburse the Association for towing fees will result in fines.
- Off-road (i.e., racing, collector, etc.) vehicles may be kept, provided storage location meets parking requirements for recreational/non-passenger vehicles.
- Vehicle repair and maintenance:
 - Major repairs/maintenance may be conducted within a (normally) closed garage.
 - Vehicle, parts, all tools, and related refuse must be completely contained within a closed garage overnight.
 - Noise and odors associated with maintenance must not disturb neighbors.
 - No non-emergency maintenance/repairs may be conducted on the street or on common areas.
- All vehicles operated within the neighborhood must be street-legal and licensed.
- No vehicle shall be operated on the sidewalks or on the common areas:
 - Exception to the foregoing: children’s electric- or pedal-powered vehicles may be driven on sidewalks, but parents, responsible adult, or sitter must be present to supervise and ensure safety.

Repeated violations of any of these restrictions for which three or more citations have been issued may result in fines.

2.25. Grassed Areas and Yards – The following applies to yards:

Standard Practice Regarding Rear/Side Yards – All Covenants and Restrictions apply to Rear and Side Yards, even if those areas are behind privacy fencing; however, privacy fencing does not completely restrict viewing of these areas from common areas or from other properties/dwellings. Therefore, the standard for action shall be if there is something visible from common ground or another property/dwelling without the need for “extraordinary action” (i.e., peering around fence boards, standing on tip toes, climbing fences, etc.), then the ARB (and BoD if appropriate) is obligated to consider action in cases of violations of the Covenants. Other provisions:

- Plantings/hardscaping do not require ARB approval except for specific situations as indicated below:
 - Generally, Rear/Side Yard areas not readily visible from grade level common areas or from another property dwelling do not require ARB approval for plantings/hardscaping.
 - In Front or Side Yards visible from other areas, minor planting and/or hardscaping may not require ARB approval; however, any significant changes to landscaping should be brought to the attention of the ARB to determine whether their approval is required. Any major change in the overall landscaping scheme must be approved by the ARB.
- Front and Side Yards:
 - Lawn area must primarily be living grass. Islands of plant beds and/or mulch beds are permissible, but must be neatly maintained, including edges around them.
 - Grassed areas must be kept mowed, and must be kept treated to control weeds and pests.
 - Grass may not be allowed to grow into plant beds or mulched areas.
 - Must be edged around all non-grass areas, including grass that grows up to driveways, sidewalks, ramps, curbs, as well as to the stem wall or steps without a plant bed or other suitable separation.
 - Grass and weeds shall not be allowed to grow in joints or cracks in the sidewalks or other concrete structures. If a walkway is constructed of gobble stone or similar materials, it is permissible to allow grass to grow in the joints to form a pattern, but it must be neatly trimmed.
 - Recommended grass types are given in Appendix A.
 - Primary ground covers other than grass must be approved by the ARB.
 - Each PO is responsible for maintaining the grassed strip between sidewalks and curbs, the sidewalk itself and any retaining wall present. The latter two items refer to esthetics, such as removing discoloration, mold, etc.; blowing acorns and the like; and periodic power washing—but excludes any structural issues.
- Rear Yards (or Side Yards behind fencing):
 - The same basic rules for Front Yards apply, but adherence is less restrictive as long as serious exceptions are not visible..
 - Must be kept controlled and may not “spread” into common areas or other properties. In the event that weeds or other pest vegetation (or insects such as chinch bugs) spread from one property to a common area or other property, upon notification of the invasion to the offending PO, corrective action must be taken within 30 days. If the corrective action is deficient, the ARB may recommend fines to the BoD, after reasonable attempts to correct the situation.
 - Grass under fence lines shall be well maintained.
 - Each PO with a rear alley is responsible for maintaining the grassed strip between any fence line and the asphalt surface of the alley, and the edge of the roadway surface must be neatly edged. This strip may be grass,

ground cover, or landscaping, but must be maintained in an attractive fashion.

- Planting Beds:
 - Should be kept mulched.
 - Shall be kept weeded.
- “Hardscaping” (e.g., pavers, walks, edging):
 - Should be concrete, wood, stone, or plastic.
 - Should be “natural” or brick color.
 - “Tinted” and/or “pressed” concrete in Front or Side Yards require ARB approval.
- Patios, Decks:
 - Shall be in Rear Yard only.
 - Decks shall be constructed of wood or composite/synthetics such as TREX, and no higher than 30” above grade without ARB approval.
 - Elevated decks shall have a trellis type barrier obscuring the underside/substructure of the deck, if visible from outside the yard at ground level.
 - Patios should be constructed of concrete pavers, cobbles, stone, poured concrete, or similar.
 - Blacktop/tar/macadam is not permitted.
 - Shall not have screen enclosures unless explicitly approved by the ARB as in conjunction with a pool enclosure (also requiring ARB approval).
 - Decks and patios complying with these standards do not require ARB approval.
 - Any variations from these standards require prior ARB approval.
- Screens:
 - Screened enclosures around pools shall not be installed without ARB approval.
 - Front porches shall not be screened.
 - Rear porches (i.e., lanai) may be screened without requesting ARB approval provided the framing of the enclosure is constructed of white or black metal.
 - Screens must be maintained in an intact condition. Missing, damaged, or hanging screen material must be repaired/replaced within 60 days of being notified.
- Shrubbery:
 - Should not be allowed to “crawl” into grassy areas.
 - Should be kept trimmed and pruned.
 - Should be kept watered and fertilized to maintain healthy condition.
- Dead landscaping plants:
 - Should be removed promptly.
 - Some time will be allowed to see if a plant will “come back,” at the ARB’s discretion.

Florida has water-friendly landscaping guidelines or statutes that are applicable and should be followed to the extent they are consistent with the stated Covenants Guidelines.

2.27. Pools – All pools require ARB approval and must meet acceptable criteria:

- In-ground pools are preferred.
- Above ground pools may be approved, depending on construction, installed decking, etc.:
 - Should be constructed of metal or hard, rigid plastic.
 - Should be surrounded by wood/composite decking so as to conceal the pool structure.
 - Temporary pools are prohibited.
 - “Kiddie Pools” of less than 24” depth are allowed in Rear Yards or Side Yards within a fence, but may be in driveway, Front (or unfenced Side) Yard on a daily basis provided they are drained/removed overnight. The same applies to “slip and slides.”
- Pools must be maintained so as not to constitute a health hazard (e.g., filtered, treated, fenced, etc.).
- Pool enclosures, including screening, require ARB approval.
- Pools must comply with all state and local rules and regulations.
- Hot tubs or spas are permitted without ARB approval in fenced Back Yards or on decks.

2.28. Setback Requirements and Building Location – Setbacks are established in City of Alachua Ordinance 05 12, or any subsequent ordinance superseding this ordinance.

2.30. Household Garbage and Yard Trash – Garbage and/or lawn trash may be placed at the curb on the day prior to collection and all empty cans must be removed from the curb by the day following collection day. Exception: lawn trimmings from a weekend may be placed at the curb when trimmed. According to City Ordinances, yard trash should be placed in paper trash bags (available from lawn-supply stores) or in trash cans. If not contained, limbs (but not loose leaves and other trash that can be blown away) should be piled no more than 4 x 5 ft and 4 ft high. Limbs may not exceed 4 ft in length and should be bound if possible. For excessive loads (e.g., furniture, large limbs, many bags, etc.), contact the collection service to arrange a special pick-up.

- Recycling materials may be placed in recycle containers provided by a waste collection company. Recycle containers must be placed at least 2 ft from the regular trash can, mailbox, or fire hydrant.
- Any remaining trash on the street must be cleaned up by the occupants.

2.32. Gardens and Prohibited Plants – The following apply to plants:

- Fruits and vegetables:
 - Should be in Rear/Side Yard out of clear view from public or other homeowners.

- Fruit trees may be in the Front/Side Yard.
- Growing of illegal plants is prohibited.

2.34. Driveways – All dwelling units must have driveways extending from the street or alley to the front of the garage and shall be at least as wide as the garage opening itself unless the garage is forward-facing in the rear of the house. Driveways may have decorative openings (e.g., for grass, stone, mulch, or red brick) within each lane of the driveway. The driveways shall flare out by 6-8 feet total, equally divided on each side, at the street or ally, and the curbs shall taper from full height at the edge of the flare to about halfway to a line extending from the edges of the driveway. When constructed, the driveway shall be saw cut (i.e., grooved) in a manner to channel cracking within this groove and thus avoiding unsightly random cracking.

2.35 Mailboxes – New mailboxes with wooden posts consistent with the prevalent design used in the Property need not require ARB approval, but are otherwise required to follow the provisions of the original Covenants.

2.38. Motorized Vehicles – No vehicle shall be operated on the sidewalks or on the common areas, except for children’s vehicles as noted in Section 2.22 above.

2.39. Architectural Standards –As specified in the Covenants and Restrictions, all new dwelling units in Heritage Oaks shall additionally conform to the following specifications:

- As a further clarification for Item 3, Wall Plates: if a bonus (or guest) room or suite is an extension of the garage on the same level, it shall not have a lower wall plate than the garage, unless the ARB approves a variation for cause.
- Gables: For houses with the main roofline running perpendicular to the front street, the front of the dwelling unit should have distinct gables (including the garage). The primary front-facing gable, if any, should have a window (if the ceiling inside is high enough) or inactive (i.e., faux) window in the gable. Secondary gables facing to the front or sides should have wooden or equivalent vents. If the main roofline of the dwelling runs parallel to the front street, a minimum of two window gables shall be installed facing the front street. All gables shall have a minimum overhang of 1 foot, except the window gables may have an overhang of 6 inches.
- Porches: All dwellings must have a front porch with the main area of the porch having a minimum dimension of 10 feet wide by 8 feet deep. All dwellings must have a Rear (or Side) porch or lanai having a minimum dimension of 10 feet wide by 6 feet deep, unless otherwise approved by the ARB. All porches and lanais must be covered by the main structure of the house, or by a slopped roof extending from the main structure. All porches and lanais must have columns of no less than 5 feet, or more than 10 feet spacing. In the event that the full width of the porch or lanai is 10 feet, there shall be at least two columns located near the extremes of the porch or lanai. All cross-sections of columns shall be round or square. Columns may be

tapered from bottom to top and may be trimmed in wood or red brick on the bottom. Front porches should be trimmed in red brick if the porch is 8 inches or more above ground level. Protective rails are required as per applicable city building codes, including the steps to the porch. All porch rails shall be white PVC or white-painted wood.

ARTICLE 4. MEMBERSHIP AND VOTING RIGHTS

- 4.2. Voting Rights.** If a lot is undeveloped and is being assessed at a reduced fee, the lot owner's Membership voting rights—and any other privileges—shall be in proportion to the fee assessment at the time of the vote or other event. In the event of transfer of ownership of a lot, the transfer of voting rights for such lot is effective upon the closing date of the property transfer.

ARTICLE 6. COLLECTION OF ASSESSMENTS

- 6.1.1. Monetary Defaults and Collection of Assessments** – The annual assessments for the Heritage Oaks Property Owners' Association are set by the BoD, as specified in Section 5.4 of the Covenants. These may be paid quarterly by the last day of each January, April, July, and October. A courtesy reminder invoice will be e-mailed to POs each quarter, but failure to receive or read such e-mail communications does not relieve POs of the responsibility to make payments timely. Late fees will be added for any quarterly payment not received ten (10) days following the due date. Payment may be made by check or by credit or debit card. For the latter, instructions are included on the invoices; a small service fee is charged for these payments.

POs are encouraged to mark calendars or set up autopay accordingly, to avoid late fees. In the event that any PO's payments are in arrears, a courtesy statement will be issued showing all amounts past due.

If applied, late fees are assessed in the payment period following the missed payment, even if a partial payment was received. Late fees are applied once only for each deadline missed. If, after the payment period following the initial imposition of a late fee, the total amount in arrears remains unpaid, including late fees, the total amount in arrears will be charged interest as stipulated in the Covenants. If multiple payments subject to the application of late fees and interest are in arrears, or are only partially paid, interest will continue to accrue based on the unpaid balance. The BoD will set the interest rate, which, as stated in the Covenants, may be up to that rate allowed by State Law. The BoD may make variations of these policies for cause.

- 6.3. Fines** – In accordance with this section of the Covenants, the BoD has determined the following schedule of fines for Covenants/Guidelines violations for the reasons stated:

- For premature starts of new construction without ARB approval, an initial fine of \$100 will be levied for the violation, which is triggered by laying formwork for foundations, followed by \$50 per day until resolved (in accordance with Section 6.3 of the Covenants), with a cap of \$1000.
- For other improvements or violation of restrictions, an initial fine of \$50 will be levied for the violation, which is triggered by the beginning of construction/work, followed by \$10 per day until resolved, with a cap of \$1000. Prior to imposing fines, the ARB or Property Manager will send a “friendly” warning message to the PO, and based on the response, the ARB/BoD will decide whether to proceed with the fine. For example, if the offense was simply an oversight, the action may be forgiven.
- For late payment of assessments, the late fee (fine) is 10 percent of the amount for the period missed, or \$10, whichever is greater. As noted in Section 6.1.1. above, interest at up to a rate permitted by Florida Statute may be charged for the total amount in arrears.
- For violations of minor restrictions, such as excessive noise, the BoD may impose fines not to exceed \$25 per incident.

ARTICLE 7. ARCHITECTURAL REVIEW

7.4. Submission of Plans – The architectural design of all new homes in Heritage Oaks after the initial effective date of these Guidelines shall conform to the styles of the initial houses and shall meet the requirements otherwise set forth in the Covenants and Restrictions and these Guidelines. Variances from these standards and guidelines based on earlier variations are not permitted without ARB approval.

All requests for ARB approvals for improvements and/or variances shall be made on a form entitled, "Heritage Oaks Property Owners' Association, Architectural Review Board, Application for Site Improvements or Alterations, or Variance."

7.6. Contingent Approval – For the purposes of this section, the term "plans" shall refer to the entire application for the improvement or variance, including the scheduled implementation time for the project. At its sole discretion, the ARB may choose to warn the Owner that the approved details and/or time have been violated, and the project must be resubmitted with revised details and/or schedule. After a reasonable time, if the Owner fails to satisfy the ARB that the application has not been properly fulfilled or superseded, it may recommend fines to the Board of Directors, as per Section 6.2 of the Covenants. Also see Section 7.8, to which this interpretation applies equally.

7.11 Variances – To clarify the appeal process stated in Section 7.11 of the Covenants and Amendment 1, Appendix D provides the current policy and procedure for advising POs on ARB requests that are not approved.

ARTICLE 9. ASSESSMENTS

- 9.1. Variable Assessments** – In the event that new properties are added to the Association, the BoD may adopt a (generally two-) tiered assessment schedule to account for differing degrees of participation by the new POs. The initial assessment occurred immediately upon the property being annexed into the Association, which occurred on February 16, 2017. The full assessment on each lot will take place upon permitting to build new construction on the property. Increased assessments shall be imposed at the beginning of the quarter following the triggering event.

Heritage Oaks Property Owners' Association Address

Please direct all official correspondence with the Association to the Registered Agent, currently:

HOPOA Registered Agent
Burgess Management Services
PO Box 969
Alachua, FL 32616

Phone: 386.418.1001
E-mail: sandy@burgessms.com

Approvals:

First draft approved by the HOPOA Covenants and Compliance Committee 10/3/13 and 11/26/13

First draft approved by the HOPOA Architectural Review Board 11/26/13

First draft approved by the HOPOA Board of Directors 11/26/13

Legal review completed 1/27/14

Approved by the Joint Committees (above) 1/28/14

Distributed to POs 1/19/14

Approved by vote (40) of the Members (36 required) 2/28/14

1st revision approved jointly by the BoD on 5/3/16 and the ARB via e-mail, 5/18/16. Distributed to POs on 5/19/16 with 30-day response period. Approved by default, no PO issues raised, 6/16/16.

2nd revision approved by the BoD 6/25/17. Distributed to POs on 6/27/17 with 30-day response period. Approved by default, no PO issues raised, 7/27/17.

3rd revision approved by the BoD 12/10/17. Distributed to POs on 12/22/17 with 30-day response period. Approved by default, no PO issues raised, 1/22/18.

4th revision approved by the BoD 5/29/18 via e-mail. Distributed to POs on 6/5/18 with 30-day response period. Approved by default, no PO issues raised, 7/5/18.

5th revision approved by the BoD 9/30/18. Distributed to POs on 10/3/18 with 30-day response period. Approved by default, no PO issues raised, 11/3/18.

6th revision approved by the BoD via e-mail 12/14/19. Distributed to POs on 12/23/19 with 30-day response period. Approved by default, no PO issues raised, 1/23/20.

7th revision approved by the BoD 6/28/20. Distributed to POs on 6/29/20 with 30-day response period. Approved by default, no PO issues raised, 7/28/20.

8th revision approved by the BoD 12/12/21. Distributed to POs on 12/30/21 with 30-day response period. Approved by default, no PO issues raised, 1/31/22.

9th revision approved by the BoD 9/11/22.

Distributed to POs on 9/20/22 with 30-day response period.

Approved by default, no PO issues raised, 10/20/22.

APPENDIX A. HOPOA EXTERIOR COLOR PALETTES AND WINDOW TREATMENTS

House Siding and Colors:

All houses in Heritage Oaks shall use hardi-plank lapping panels as the siding. Brick and stone shall not be used on any part of the siding; however, red brick veneer is recommended for the stem walls on the front of the house. Poured stem walls without brick veneer shall be stuccoed or similarly finished, but not left with a natural, unfinished concrete State.

All houses shall have columns on the porches, and the columns shall be wood or faux wood and shall be painted non-gloss white, except that columns may have a base of painted wood or red brick. Brick shall not be painted without approval by the ARB.

Houses shall have one basic color for the siding. The primary house color shall be approved by the ARB. Exposed stem walls shall be the same color as the siding or a slightly darker version of the same color.

New construction or repainting of a house in a different color requires ARB approval. The builder or property owner (PO) shall present a sample of the proposed color, which may be accomplished by painting several panels (3 x 3 feet) of Hardi-Plank lapping panels board (or like material) and displaying on the property.

Fence Stains:

Fences may be stained or re-stained in natural or brown colors without ARB approval. If individual boards are replaced, the board(s), or the entire section of fence if necessary, shall be stained to ensure color uniformity. If the fence is unstained, the PO shall move weathered inside boards to the outside surface.

Shutters and Accents:

New or repainted shutters must be dark in color (e.g., black, gray, green, brown, or other color)_that complements the main house color.

Front doors may be decorative and may include glass panels. If the door is to be painted or repainted, the ARB must approve the color, which must complement the main house color.

Other such accents shall be approved by the ARB.

Gutters and Downspouts:

- Gutters and downspouts shall be constructed of metal and painted white.

- Gutters and downspouts in compliance with this standard may be installed without requesting ARB approval.
- Any variation from this standard requires approval from the ARB.

Trim:

All exterior trim (e.g., corner edges, windows and doors, flashing, soffits, columns, etc.) shall be non-gloss white.

Roofs:

Either metallic or asphalt shingles are permitted. Metallic roofs shall be one of the following non-glossy colors, unless otherwise approved by the ARB:

- Natural aluminum
- Pewter
- Silver

Asphalt shingles may be either slate or shake (single or double width) and may be any of the following colors (dark or medium, no light):

- Black
- Gray
- Brown
- Green
- Tan

Garage Doors

Vehicular garage doors shall be opaque, and painted either non-gloss white or, for doors opening on to alleys (only), the same color as the house siding.

Replacement Roofing, Repainting and Re-Staining

If a PO replaces a roof with the same type and color, repaints the house in the same color (including accents), or re-stains a fence in the same color, ARB approval is not required; however, the PO should inform the ARB of the intent to take the action, to avoid unnecessary inquiries.

Window and French Door Treatments

Windows and French doors should have standard treatments that are professionally manufactured for this purpose without approval of the ARB. These typically may be curtains, Venetian blinds, mini blinds, micro blinds, panel blinds, pleated shades, cellular shades, Roman shades, vertical blinds, and/or plantation blinds. Windows, and

particularly French doors that are not easily seen from outside the dwelling (such as facing the Rear Yard), may be left without treatments. Other treatments must be approved by the ARB. Solar shades, or other reflective materials) are not permitted

Retractable (only) outdoor shades may be installed over windows, porches, patios, and decks in the Rear or Side doors only without ARB approval.

Lawn Grasses

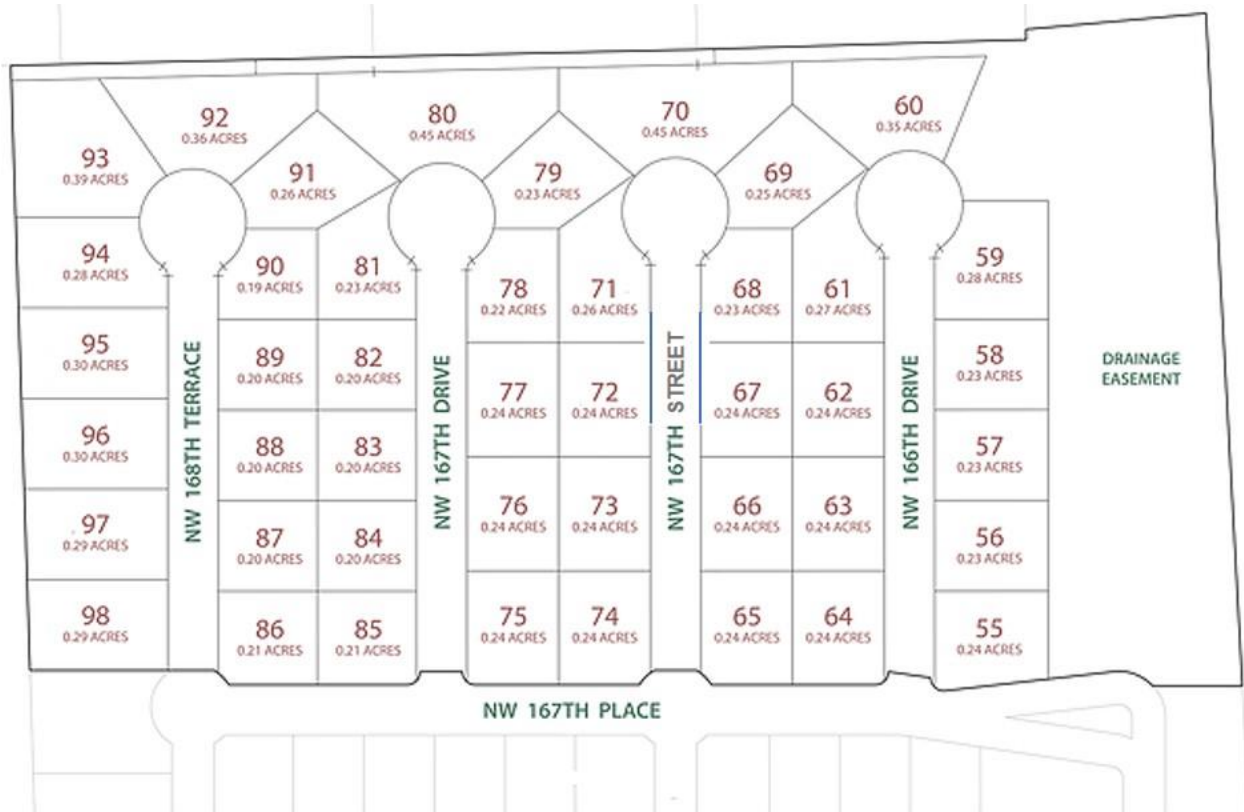
Lawns are required to use grass as the primary ground covers, particularly in Front and Side Yards.

- Permissible grasses are Zoysia (preferred), St. Augustine, and Centipede. Winter Ryegrass is permitted during the cold-weather months as a fill in.
- Not recommended are Bahia, Bermuda, and Buffalo.

APPENDIX B. PERMITTED ON-STREET PARKING ZONES IN PHASE I



APPENDIX C. HERITAGE OAKS PHASE II SITE PLAN



APPENDIX D. FORM LETTER TO ACCOMPANY NOTIFICATIONS OF DISAPPROVED ARB REQUESTS

In the event of a formal ARB Request being disapproved by the ARB, a letter (e-mail is OK) shall be sent to the submitting PO along with their submitted form indicating non-approval. The letter shall include the following at a minimum:

“Name and Lot number of Submitting PO.”

“Improvement not approved.” [Note: if only a part of the request is disapproved, the letter shall indicate which part(s) was approved and which part(s) was not approved. If the approved part(s) may proceed, the submitted form may be provided to the PO indicating approved, except the disapproved part(s), which shall be clearly stated on the form. If it is unclear what the decision is, then request submission of a new ARB Request including the approved part(s), which should then be approved by the ARB.]

Notice of Appeal Process to read as follows:

“Your request to the Architectural Review Board (ARB), or a portion of it has been rejected. You have the right to appeal the decision of the ARB in accordance with Section 7.11 of the First Amended Declaration of Covenants and Restrictions for Heritage Oaks (AC&R) and Amendment 1 thereto. All appeals shall be in writing (e-mail is OK). The appeal process is as follows:

- You may optionally appeal to the ARB via the Chair of the ARB or Property Manager (PM) stating why you feel the initial decision of the ARB was incorrect. You are encouraged to provide more information, or modifications, that clarifies or strengthens your position, including more detailed graphics and/or descriptions. State any hardships the rejection has or will cause. You may request a physical meeting of the ARB to make your case. Your appeal must come within 30 calendar days from the date of the rejection and the ARB will have 20 days (or 30 if a face meeting is requested) to respond to your appeal.
- If rejected by the ARB, you may appeal to the Board of Directors (BoD) via the Chair of the ARB or Property Manager stating your reasons why the request should not have been disapproved by the ARB. You may request a physical meeting of the BoD to make your case. The same deadlines as stated above apply to this appeal as well.
- If a majority of the BoD supports your position, the original (or modified) request shall be approved.
- If a majority of the BoD supports the ARB’s decision, the original (or modified) request shall be disapproved.

- If disapproved by the BoD, you may then appeal to the Association Membership as a whole, via the BoD President, Secretary, or PM. This appeal must be made within 10 calendar days from the date of rejection by the BoD. To provide you the opportunity to appeal to the Membership, within 14 days of your appeal, the President shall call a Special Association Meeting to occur not less than 14 days nor more than 60 days of the scheduled meeting date, or include this item in the agenda of the Annual Meeting if the timing is appropriate, The Membership will vote to approve or disapprove your request. A two-thirds (2/3) majority of the entire Membership (66 of 98 lots voting) shall be required to overturn the BoD's decision. You may collect proxies from Members who will not attend the Special Meeting to improve your chances of success. The decision of the Membership is final.”

“Name and title of ARB Chair and date.”

ANNEX I
DESIGNATION OF RENTAL PROPERTIES

The purpose of this annex is to designate the approved Rental Properties authorized by the BoD. This annex may be updated by simple action of the BoD; not by the full update process to update the Guidelines.

As of 6/15/2022, the following lot(s) is/are designated as Rental Property(ies):

None

Approved by the BoD 9/11/2022

Annex II. Policy on Use of Heritage Oaks Common Areas for Privately-Sponsored Events (Ver 8/31/22)

The following applies to any special activity ("Event") sponsored by one or more Property Owners (POs) involving the use of Heritage Oaks (HO) Common Areas (CAs) (see Section 1.9 of the AC&R and Guidelines):

1. The Event must be sponsored, or hosted, by a Member (PO) of the Heritage Oaks Property Owners' Association (HOPOA), referred to as "Sponsor" (whether in the singular or plural).
2. To initiate the Event, the Sponsor should inform the Board of Directors (BoD) via the Property Manager or Secretary at least two weeks prior to the first activity associated with the Event. Announcements may be made as follows:
 - At the BoD's discretion, an initial announcement may be made by the Secretary or Property Manager using the HO Google Group. Note: If a neighborhood-wide activity is planned that does not involve the CAs (such as a neighborhood yard sale), the same initial notice may be used if requested.)
 - Any announcements made by the Sponsor may be made via HO's informal social media platform, by e-mail (the Sponsor is responsible for collecting the addresses, but the HO roster may be used), direct mail, and/or by signs. Signs must be no larger than 18" by 24" and may be placed in CAs, but no earlier than two weeks prior to the Event, and must be removed within two days following the Event. If the Sponsor places signs on property outside HO, they assume full responsibility to the owner(s) of said property.
 - Electronic announcements of the Event must clearly state that the Event is private and not supported by the BoD or HOPOA.
3. If the Event uses a CA that has a grass surface, the Event's schedule must be coordinated with the lawn contractor's (LawnSouth's) mowing schedule to ensure that the grass is in good order for the Event and mowing is not occurring on the day of the Event.
4. Likewise, if the streets are affected by the event, the Sponsor must avoid Saturdays following holidays, since trash pick-up will occur on that Saturday.
5. If the event needs to use HOPOA-owned water from spigots in the central quadrangle area, **prior approval is required**, so the Sponsor must inform the BoD of the nature of the proposed use in the initial notification. There is (currently) no charge for the use of this water if the use is moderate. If electric power is available in the CA (notably the Pavilion), prior approval is also required. (*Note that the streetlight system belongs to the City of Alachua and may not be used for any Event or activity.*)
6. The Sponsor is responsible for ensuring that pests such as fire ants and wasps are removed from the CA prior to the event; however, routine actions by LawnSouth and other resources may assist in this, as long as the use is not extraordinary.
7. The site of the Event must be returned to its original condition, such as trash picked up and removed, and there no damage to grass or other features; however, if temporary markings are made on the grass (only), the markings may remain provided that they go away by routine growth and mowing. There must be no permanent marking on sidewalks, streets, retaining walls or other permanent features; however, chalk marks may be used in moderation.
8. If the Event is in the Playground and/or Central Park Pavilion, in whole or in part, there must be no damage to the equipment, chairs, tools, or mulch (that is dislocation). Any such damage is the responsibility of the Sponsor to repair. Nothing may be attached to the

Pavilion's posts or roof structure, other than tied or taped (tape must be completely removed afterward).

9. Non-HO individuals may be invited to participate in the Event, including in the Playground, provided:
 - They are clear that they use any HO or other public facilities at their own risk.
 - If they park within HO, they may not significantly impede traffic flow. On-street parking is permitted, but not in roundabouts, on grassed areas (HO or private property), sidewalks and ramps, and may not block driveways, or access to post office boxes and trash cans on pick-up days (normally Wednesdays and Fridays). The Sponsor is responsible for enforcing these rules.

By announcing the intention to conduct the Event, the Sponsor agrees to all provisions of this policy, and further agrees to hold the HOPOA and its Officers, Directors, Members, and Agent(s) harmless for any injury, loss, or damage to participants or their property in the Event. Sponsor agrees that they are responsible for any damage to CAs or HO PO property caused by participants. The Sponsor assumes all liability for any injury, loss, or damage. Participants use the HO properties at their own risk. *The CAs are not covered by any property or liability insurance!*

Events that have an expected attendance of 10 or fewer persons (regardless of habitat or location, including CAs) or Events conducted entirely on private property, including the sidewalks and strips in front of lots (such as individual garage/yard sales) are exempt from this policy except for the liability provision, parking rules, and clean-up (both on public property and the PO's property); however, if the Event is considered a community- or neighborhood-wide Event, notice should be given as in 2 above.

If the Event is expected to have an attendance of more than 10 persons, the Sponsor shall submit the application form entitled, "Heritage Oaks Property Owners' Association, Board of Directors, Application for Use of Common Area(s) for Private Events." This is needed to ensure that the Sponsor understands and agrees with this policy, and to avoid conflicting Events and/or other activities.

Nothing in this policy shall restrict any POs, their families, or their invited guests, who are not participating in an Event, from using the CAs for their own enjoyment.

All provisions of the HO First Amended Declaration of Covenants and Restrictions for Heritage Oaks (AC&R) and its Covenants Guidelines shall apply to the Sponsor and participants in any private Event, except as expressly permitted herein.

Approved by the BoD 9/11/2022