

The following pages are the covenants, conditions, restrictions, etc. for:

Lake Ashton in Winter Haven, FL

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

*This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.*

This information is being provided as a courtesy. However it is your responsibility as the tenant to contact the Homeowner's Association for any additional documents, information, and/or updates that may not be included here.

*Master Declaration of  
Covenants, Conditions  
and Restrictions  
for  
Lake Ashton Golf Club*

**Guidebook**

**January 2011**



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*First Amendment to Master Declaration of Covenants, Conditions and Restrictions for Lake Ashton Golf Club, March 25, 2002*

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*Third Amendment to Master Declaration of Covenants, Conditions and Restrictions for Lake Ashton Golf Club, July 30, 2002*

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*Fifth Amendment to Master Declaration of Covenants, Conditions and Restrictions for Lake Ashton Golf Club, April 28, 2005*

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## Welcome

You are about to read a summarization of the *Master Declaration of Covenants, Conditions and Restrictions* for Lake Ashton Golf Club. Please read this Guidebook, ask others in your household to read it and keep it handy for reference.

The HOA BOD prepared this Guidebook to assist its membership in understanding the *Covenants*. This Guidebook does **NOT** replace or amend any applicable legal documents.

The contents of this Guidebook are subordinate to the *Master Declaration of Covenants, Conditions and Restrictions for Lake Ashton Golf Club (Covenants), Bylaws* and other governing documents of the Lake Ashton Homeowners Association, Inc. (HOA), codes and ordinances of the City of Lake Wales, and laws of the State of Florida.

If you own a house here, your purchase automatically entitles and obligates you as a member of the HOA. The *Covenants* is the document that describes those entitlements and obligations. You should have received a copy of it when you purchased your home. If you are renting a house, you are bound by the *Covenants* terms and rules, some of which are summarized in this Guidebook. Violation of those terms or rules may be a default under your lease, so you should familiarize yourself with the *Covenants*.

The *Covenants* contains a comprehensive description of the HOA's rights and owner's rights; membership; property and voting rights; maintenance and assessments; duties and powers; use restrictions; architectural controls; protection; and other provisions. Ultimately, almost every HOA activity is governed+ by or affected by the *Covenants*. By reading them you may gain insights into why the HOA Board of Directors (BOD) acts in a particular way or why we have regulations and obligations.

The quality living environment enjoyed at Lake Ashton is enabled by the direct involvement of its residents.

## **The Association's Purposes and Powers**

The Association is the Lake Ashton Homeowners Association, Inc. (HOA), a Florida not for Profit Corporation, which has its principal place of business in Lake Wales, Florida.

The HOA's primary purpose is to enforce the *Covenants* applicable to the community, to provide architectural and aesthetic control, and to take other action as the HOA is authorized or required to take with regard to the community pursuant to the *Covenants*.

## **Association Membership Voting Rights**

Every owner of record legal title to a lot or living unit within the community shall be considered a Class A member of the HOA and shall be entitled to one vote for each lot owned. Any member, who is delinquent in the payment of any charges duly levied by the HOA or MX Communications Service, LLC (MX) against the lot, shall not be entitled to vote until these charges have been paid.

While the developer (Lake Ashton Development Group, LLC) originally held Class B membership votes, they were converted to Class A membership votes on the turnover date of March 1, 2006.

## **General Covenants and Use Restrictions**

Refer to the *Architectural Guidelines for Lake Ashton Homeowners* (current issue is available online at [ashtonliving.net](http://ashtonliving.net)). The Guidebook is not a complete list of rules and regulations of the Lake Ashton Golf Club, however they address the *Covenants* and use restrictions applicable to homeowners.

Each living unit shall be used as a single-family residence and for no other purpose. All home business or commercial activity conducted from any living unit must obtain permission from the HOA Board of Directors.

Not more than two pets such as a dog or cat may be kept in a living unit. All animals must be leashed (if outdoors), or kept within the living unit and shall not be allowed to roam free. Pets may not be left unattended or leashed on a porch, lanai or in a garage.

Lawns, landscaping and irrigations systems will be maintained by their owners as lawn or landscaped areas to the pavement edge of the street. Stone, gravel, or paving may not be used as a substitute for grass in a lawn.

Nothing may be done which is, or may become, a source of unreasonable annoyance or nuisance to residents of any neighborhood.

The Surface Water Management System and the Conservation Areas will be the ultimate responsibility of the Lake Ashton Community Development District (CDD).

The HOA has all rights to approve or disapprove any exterior construction, alteration or other aspect of the living units.

### **Architectural and Aesthetic Control**

The Architectural Review Committee (ARC), a committee of the HOA, established and empowered in Section 6 of the *Covenants*, administers and controls the architectural and aesthetic review of the community. The ARC's mission is to assist homeowners in maintaining their property values

through control of external property alterations consistent with the *Covenants*.

All decisions of the ARC, regarding homeowner's property are enforceable by the HOA. These decisions by the ARC are forwarded in writing to the HOA BOD. A property owner has the right to make a written appeal to the HOA BOD within 30 days after notification of the ARC decision.

Details regarding the use and restrictions of the following categories may be found in the Architectural Guidelines for Lake Ashton Homeowners:

- |                     |                           |
|---------------------|---------------------------|
| Awnings             | Mailboxes                 |
| Bird Feeders/Bird   | Outside Lighting          |
| Houses              | Plants, Trees and Flowers |
| Boundaries          | Roof-Mounted Fixtures     |
| Driveways/Walkways  | Storm/Hurricane Shutters  |
| Enclosures          | Storm Windows             |
| Flagpoles and Flags | Trash and Yard Waste      |
| Generators          | Trellises and Arbors      |
| Home Exterior       | Utility Equipment         |
| House Painting      | Wall Art                  |
| House Signs and     | Water Features            |
| Numbers             | Yard Art                  |
| Landscaping         |                           |

### **Easements and System Assessments**

Easements — Each owner by acceptance of a deed to a lot or living unit acknowledges that all lots, living units, tracts, parcels, common areas, and neighborhood common areas currently have and are subject to additional easements, as required, for the installation of, maintenance of and construction of Lake Ashton Golf Club utilities, service and support (i.e., electric and gas service, potable and non-potable water service, telephone, cable television lines,

sewage and lake maintenance). Maintenance of easement on a lot or living unit is the responsibility of the lot or living unit owner.

The Developer of Lake Ashton Golf Club contracted with MX to arrange for and supply home security monitoring and basic cable television. All living unit owners are subject to a System Assessment for each living unit owned. The monthly assessment is directly remitted to MX and is the owner's responsibility whether or not the system is connected or utilized.

**Common Areas: Conveyance, Use and Maintenance**

Common Area — The HOA does not own or maintain any real property. All common use areas and amenities are owned and maintained by the Lake Ashton Community Development District (CDD). The CDD, as defined in Chapter 190, Florida Statutes, was established for the purpose of owning and maintaining property or facilities in the community.

Conservation Areas — Conservation Area means the wetland preserves and the upland preserve areas within the Community. Within the CDD boundaries of the Lake Ashton Golf Club specific real property has been deemed and set aside as conservation areas. These areas cannot be altered in any way from their natural state. The CDD has the perpetual responsibility of these areas.

## **Assessments**

Each owner, by acceptance of a deed agrees to pay certain assessments to the HOA:

**Annual Assessments.** The annual assessment is to promote the recreation, health, safety, and welfare of the owners and to pay the operating expenses of the HOA. The amount of the annual assessment shall be based on the annual budget and shall be the same for each Owner.

**Special Assessments.** Any special assessment shall be levied by the HOA and be assessed equally against all owners unless intended specifically for the direct benefit of one or more classes of members.

**System Service Assessments.** Each owner agrees to pay the system service assessment to MX. This assessment for basic cable television, home security monitoring services and other systems of telecommunications can not be modified by the HOA without consent of MX, and MX has the right in the future to provide other services and the HOA shall make system service assessments for services not now assessed. MX has the right to fix, levy, collect and enforce the assessment including the right to foreclose a lien on any owner for any unpaid past due assessment. This lien of assessments is subordinate to the lien of any first mortgage.

## **Covenants and Rule Enforcement: Dispute Resolution**

The HOA has the power to enforce all *Covenants*, conditions, restrictions, rules and agreements applicable to any real property within the Lake Ashton Golf Club. These apply to all owners as well as to any other person occupying

any unit. Each owner is responsible for any and all violations by his tenants, licensees, invitees or guests.

In the event of a violation, the HOA has the right to assess fines. The payment of a fine is the ultimate responsibility of the owner. The fine is treated as a special charge due to the HOA ten days after written notice from the HOA to the owner and accrues interest at the highest rate allowable by law and is subject to a late payment fee.

### **Neighborhood Associations**

Any Neighborhood Association must comply with Section 11 of the HOA *Covenants*.

### **Insurance: Reconstruction after Casualty**

Each owner or Neighborhood Association shall at all times maintain adequate property insurance on structures containing Living Units, in amounts equal to their replacement cost. If they are destroyed or damaged, the owner or Neighborhood Association shall begin repair or replacement within six months after the date such damage or destruction occurred and complete the repair or replacement within six months thereafter. The ARC must approve all such repairs or replacements in writing. Unless the ARC approves changes, the owner or Neighborhood Association must restore the damaged property to substantially the same configuration as existed before the casualty. Changes must be structurally and architecturally compatible with any adjoining improvements that share a wall. All debris, damaged areas, and unsightly materials shall be removed promptly from the site.

If any owner or Neighborhood Association fails to comply with the above within the time periods provided, the HOA

has the right to commence and complete the repairs sufficient to substantially restore the damaged areas to their original conditions, or to remove the damaged areas completely. If the HOA exercises the rights afforded to it, the owner or Neighborhood Association shall assign any insurance proceeds to the HOA. The HOA has the right to recover from the owner or Neighborhood Association any costs not paid by insurance, and has the right to place a lien on the Lot or Living Unit to secure payment.

If the HOA owns any real property, it may, at the discretion of the BOD, purchase property, liability and flood insurance up to the full insurable value or maximum coverage available.

### **Rights of Declarant and Developer**

The Declarant is initially the Developer. The Developer is the Lake Ashton Development Group, LLC, or any other developer to which the Declarant specifically assigns all or a portion of the rights it may have under the *Covenants* to develop part or all of the Lake Ashton Golf Club.

The Declarant has the right to use all properties available to promote sales in Lake Ashton. Residents should take no actions to hinder sales or promotions. The developer has the right to replot unsold portions of the land without the consent of any owner.

Neither the HOA or Developer or the owner of the golf course tract are insurers or guarantors of security for person or property within the community.

### **Rights of Mortgagees**

If an institutional mortgagee acquires title to property due to foreclosure, the mortgagee is not liable for prior charges

such as HOA assessments. The mortgagee is responsible for all assessments during his ownership as well as any CDD assessments.

### **Duration of Covenants; Amendment**

The Covenants extend for an initial period of 99 years beginning February 15, 2002 until 02/15/2101.

Notwithstanding anything to the contrary contained within, the Covenants cannot be terminated without MX's consent, which may be withheld in MX's sole and absolute discretion.

Amendments to the *Covenants* may be proposed by the HOA BOD or by written petition of at least 25% of the eligible voters.

Proposed amendment(s) are to be submitted to a vote of the members no later than the next Annual Meeting for which proper notice must be given.

Unless otherwise required by law or specific provision of the *Covenants*, a proposed amendment is considered adopted if it is approved at an annual or special meeting by at least two-thirds of the eligible voters provided that the proposed amendment text was sent to the members with a timely meeting notice.

### **General and Procedural Provisions**

The governing documents are the *Covenants*, Articles of Incorporation, and Bylaws of the HOA. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed above.

## **Housing for Older Persons — 55 Years of Age or Older Community**

The community is intended to be operated as housing for occupancy by persons 55 years of age or older, subject to the Federal Fair Housing Act, the Florida Fair Housing Act, the Housing for Older Persons Act of 1995, and the regulations of the United States Department of Housing and Urban Development, as amended from time to time, and any and all other local, state, and federal statutes and regulations pertaining to the Fair Housing Act.

For admission to the community as a resident, at least one person 55 years of age or older must occupy each living unit, and all other residents occupying a living unit must be 40 years of age or older.

## **Notice**

From time to time, this document will be revised, edited or updated. Any new version of this document will always be posted on the [www.ashtonliving.net](http://www.ashtonliving.net) web site under Resource Center.

## **Acknowledgement**

The Lake Ashton Homeowners Association, Inc. Board of Directors acknowledges and appreciates the work by the Covenants Review Committee:

John Sardina, Chair  
Carolyn Buttriss  
Jack Davenport  
Joe Ferreira  
Barbara Follett  
Vic Gilla  
Jim Moyer  
Murray Zacharia

**Compliments of the  
Lake Ashton Homeowners Association, Inc.  
Board of Directors**

# **Architectural Guidelines for Lake Ashton Homeowners**

**Revised February 2011**  
This booklet supersedes all previous  
Architectural Guidelines.



## Preface

The Architectural Review Committee (ARC) Guidelines were initiated under the *Master Declaration of Covenants, Conditions and Restrictions for Lake Ashton Community*. Under 6.1 in the Master Declaration, "...no building, structures or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change in exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Living Unit, or Neighborhood Common Area be performed without prior written approval ... through the ARC. In obtaining said written approval, an owner shall comply with all applicable requirements and procedures."

These guidelines are not the complete list of rules and regulations of the Lake Ashton ARC. Without approval of the ARC, compliance with these guidelines alone is not authorization for change to any residential structure or lot within the Lake Ashton community.

The ARC is a committee appointed by the Lake Ashton Homeowners Association (HOA) Board of Directors to serve the community. The ARC regularly meets to review and act upon homeowners' requests.

It is the duty of the ARC to preserve property value through consistent evaluation, revision and enforcement of the *Master Declaration of Covenants, Conditions and Restrictions* and to preserve the architectural and natural integrity of the overall community.

## Mission Statement

The Lake Ashton Architectural Review Committee's mission is to assist Lake Ashton homeowners in maintaining their property values through control of external property alterations consistent with the *Master Declaration of Covenants, Conditions and Restrictions* and to enforce the restrictions and covenants of the *Master Declaration* in order to maintain the aesthetics of the Lake Ashton community.

## **Application Procedures**

The homeowner must submit any proposed change to the house exterior or landscaping for ARC approval. ARC request forms may be submitted online at [www.ashtonliving.net](http://www.ashtonliving.net) or on the Request for Architectural Change form available at the Activities Desk in the Clubhouse. Homeowners may make only one change request per form. Plans, drawings, photos, brochures and other information must be included to help the ARC understand fully the requested change. The ARC will act on each request in a timely manner. Some changes may require a building permit from the City of Lake Wales. The ARC's conditional approval does not relieve a homeowner of the responsibility of obtaining necessary permitting, nor does it imply compliance with city codes or ordinances. The ARC is not responsible for reviewing any plan or design from the standpoint of structural safety or conformance with the building or other codes. The homeowner must submit a building permit (if one is necessary) before final ARC approval. However, obtaining a building permit from the appropriate city department does not guarantee ARC approval.

No request for Architectural Change applications will be considered for any lot on which there are uncorrected ARC violations. Homeowner requests should be submitted to the ARC at least 72 hours before the next scheduled ARC meeting.

A copy of all ARC actions on a particular lot is kept in the current owner's file. Owners may review their personal files by contacting an ARC representative.

Physical construction shall be completed within 180 days of ARC approval. If more time is required, a request for an extension must be submitted to the ARC in writing.

The homeowner may appeal an ARC decision to the HOA Board of Directors. Please refer to Architectural Violation Procedures on page 10 of this document.

## **Contractors/Building Permits**

It is the applicant's responsibility to ensure that all construction meets HOA rules and regulations. Homeowners are advised to check and make sure any contractor hired has a current license and insurance.

A building permit must be obtained for all additions to the exterior of any property and must be posted visibly on the job site during construction. Permits are required for any structural change that increases the wind load of the house. This includes glass, Mylar or vinyl windows.

Permits are not required for solar tubes or roof fans.

Concrete pads require a permit and may extend to property line.

Contractors may **assist** the homeowner in filling out the ARC Request for Architectural Change form and supply plans and drawings. **ONLY** the homeowner shall sign and submit the ARC Request for Architectural Change form.

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## **Awnings**

All awnings and their colors must have ARC approval. All canvas coverings and their colors on the exterior of the house must have ARC approval and must be of one solid color to coordinate with the exterior color of the home.

## **Bird Feeders/Bird Houses**

These items shall not be located in the front yard, must be at least six feet off the ground and shall not be attached to any permanent structure.

## **Boundaries**

No owners may extend their yard boundaries beyond their property lines. Environmental areas may not be modified. No walls or fences may be installed or constructed. Hedges must be neatly maintained and may not exceed six feet in height. (See section 5.9 of the *Master Declaration of Covenants*).

It is the applicant's responsibility to obtain a property lot survey if there is a question regarding setbacks. Current pin locations may not accurately reflect a legal survey as these pins could have been moved during construction activities.

The homeowner is responsible for any and all damage to utilities within the property easement, which is defined as ten feet in from the street on all sides.

## **Driveways/Walkways**

Any change to the existing size or shape of driveways and walks, or the addition of new walks or driveways must be brick pavers of same size and color as existing and must have ARC approval. Driveways and walkways must be kept clean and free of dirt, rust, oil, stains and vegetation. (See 5.10 of the *Master Declaration of Covenants*). Stepping-stones are not permitted. Barriers at driveway entrances such as, but not limited to, chains, posts, flowerpots, or cinderblocks are not permitted.

## **Enclosures**

Screening of any description for front, side, rear or garage doors, entranceways, pools or patios must have ARC approval. The ARC must approve all aluminum work and color. Roofed enclosures must be 15 feet from property lines. All other structures must be five feet from property lines.

## **Flagpoles and Flags**

Any homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may further display in a respectful manner from that flagpole, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, one official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. (Florida Statutes 720.304 (b))

## **Generators**

Generators will be allowed within the Lake Ashton community. Generators should be run only during a power outage and regularly scheduled run time in order to maintain proper operation. Regularly scheduled run time for maintenance must be during daylight hours.

Whole home generators must be permanently affixed to a poured concrete pad and properly landscaped per ARC guidelines. Propane tanks must be underground. The homeowner or the contractor, prior to installation, must obtain all permits.

Freestanding A/C units powered by a generator may be installed and used during power outages; they shall be removed within 72 hours after power has been restored.

### **Home Exterior**

Any change to the color, shape, footprint, or external appearance of the home must have ARC approval.

The exterior of the home is to be clean and free of dirt and mildew at all times.

### **House Paint**

All exterior painting must have ARC approval, even if it is the same color as the original. The ARC representative for each area will provide paint samples and assist in color selection.

The trim parts of the house are to be 25% strength of the exterior wall color. There are approved colors for the front doors and decorative shutters. Garage roll up doors and garage pedestrian doors must be the same color as the exterior wall color.

### **House Signs and Numbers**

House numbers are required and must be legible from the street; however, the characters may not exceed four digits and be no higher than four inches.

Name plaques shall be no larger than 100 square inches. Exterior signs are not permitted. (See section 5.21 of the *Master Declaration*).

### **Landscaping**

Lawns, shrubs and flowerbeds must be maintained. This includes mowing, edging, watering, pruning, pest and weed control. Edging materials cannot consist of wood and are restricted to a height not more than six inches as measured from the soil line. The materials and location require ARC approval. The height of lawn grass shall not exceed eight inches.

Lawns that have substantial bare or brown areas are an indication of insect infestation or lack of irrigation. Usually these types of lawn problems require re-sodding. The homeowner is responsible for correcting lawn problems. Efforts to correct should be made within two weeks of ARC's first notification.

All garbage containers and trash toters should be stored in the garage or placed in areas not readily visible from adjacent streets or screened from view. Outdoor equipment such as: pool and spa equipment, water treatment, etc. should not be readily visible from adjacent streets and screened from view. The screening material should be of living plant foliage and be planted from the soil line to a dimension of 6" higher and 6" wider than the object being screened.

### **Mailboxes**

Residents are responsible for the maintenance and appearance of their mailboxes. If a mailbox is damaged in any way or has to be replaced, it may only be replaced with the same design and materials originally used and installed by the declarant.

### **Outside Lighting**

Spotlights and all other lighting of the exterior of the house or yard must have ARC approval. Lights activated by motion detectors are not allowed.

Low intensity lighting, such as Christmas or other holiday decorations, are permitted without ARC approval, providing it is displayed not more than four weeks before the holiday and not more than two weeks after the holiday.

Low intensity walkway lighting (i.e., Verde Tier Lights) does not require ARC approval. However, the globe shall not exceed 24 inches in height above ground level with a minimum spacing of four feet between lighted units and must be uniform in color.

## **Plants, Trees and Flowers**

No invasive plants (such as honeysuckle, bamboo, or mimosa) are permitted on the exterior of the home. For ideas and information regarding plants/trees favorable to this area that will help to achieve the desired effect for a particular yard or area, check the Preferred Plant List on [www.ashtonliving.net](http://www.ashtonliving.net), [www.floridayards.org](http://www.floridayards.org) or [polkmstergardener.ifas.ufl.edu](http://polkmstergardener.ifas.ufl.edu).

New or existing plantings may not impede the line of sight at street intersections and is enforced by the City of Lake Wales Code Enforcement.

Replanting of existing flowerbeds and/or trees does not require ARC approval. However, adding new beds and/or trees and increasing the size of flowerbeds does require ARC approval.

Trees with edible fruit are permitted with ARC approval, only in the rear of the house and must be planted a minimum of five feet from any permanent structure or property line. No fruit or leaves are allowed to accumulate under or around the tree. Diseased and dead trees must be disposed within 60 days of ARC notification.

Landscape beds may be re-mulched, but the type and color must have ARC approval if there is a change. Mulch should be uniform throughout the property.

## **Roof-Mounted Fixtures**

Any roof-mounted structures or installations that interrupt or change in any way the existing roofline require ARC approval and must be black or bronze in color.

**Satellite dishes are permitted**, but ARC approval is required for the location. Every effort must be made to mount satellite dishes so that they are not visible from the street side of the house.

**Lightning arrestors** are allowed and must be Florida UL approved in either copper or aluminum.

## **Storm/Hurricane Shutters**

### **Permanent shutters of all types require ARC approval.**

Temporary storm/hurricane shutters, such as unpainted plywood, may be installed only within 72 hours of an official local NOAA named storm/hurricane warning. These temporary shutters must be removed within 72 hours after the cancellation of said warning.

Atlantic hurricane season is officially from **June 1** to November 30. All designs, excluding temporary, may be installed while a homeowner is away during this officially recognized Hurricane Season only. Shutters may not be left up during vacancies outside the period of the Hurricane Season. All shutters must be opened or removed at any time the home is occupied in the absence of a storm.

**Permanent** shutters are either accordion, track or roll up style.

**Accordion Style** – one or two-piece shutters are housed beside the windows or doors when not in use. They unfold accordion style to cover and protect during a storm and are typically made of steel or aluminum. **Roll Up Style** – attached as a head rail and are opened and closed vertically along the window or door opening. The color and design must be approved.

**Semi-permanent or All Season** is either clear (or opaque) hurricane screens or storm panels. **Clear** – typically polycarbonate plastic (LEXAN). Panels are transparent, may be flat or corrugated shape and are typically affixed to the home with a type of anchor system. **Hurricane Screens** – Geosynthetic textile (Trampoline Fabric) and typically affixed outside of the window opening. **Storm Panels** – Galvanized steel or aluminum and typically affixed with a type of anchor system.

## **Storm Windows**

Storm windows are defined as clear and permanently attached to the outside of the window opening. They may be left up permanently and require ARC approval and building permits.

## **Trash and Yard Waste**

Trash totes and recycling bins are picked up on Friday. They should not be placed at the curb before 6:00 PM on Thursday. Yard waste is picked up on Wednesday and should not be put out to the curb more than 24 hours prior to pickup. Bulk trash and items that will not fit into the totes are also picked up on Wednesday. Call Florida Refuse, 863.665.1489, in advance for additional totes or bulk pickup.

Trash totes must be stored in the garage or screened from view. The screening material should be of living plant foliage and be planted from the soil line to a dimension of 6" higher and 6" wider than the object being screened.

## **Trellises and Arbors**

The number, size, shape, color, material and location of flower trellises and arbors must have ARC approval before installation. A drawing or picture must be submitted with the Architectural Request Form.

## **Utility Equipment**

Screening of utility equipment (i.e., electrical junction boxes) shall not hamper or deny access to utility equipment by emergency personnel.

## **Wall Art**

Requires ARC approval and shall not be included in yard art. Wall Art is not to exceed 16 square feet of art in total.

## **Water Features**

Ponds, fountains, waterfalls, etc. require ARC approval. They must be kept clean and operational at all times. When ponds and/or fountains are not in operation, they must be drained. No standing water is permitted. Fountains shall be not more than six feet in height above ground level and not more than four feet in diameter.

## **Yard Art**

Yard Art is any non-living, non-growing item or object in, on, or above ground and located on the lot. Flowerpots shall not be considered yard art. However, a figurine, statue, sculpture, or animal shall be considered yard art even if it contains a flowerpot. Lighted yard art shall only be low-intensity. All yard art requires ARC approval.

No lot shall have more than eight yard art items. There shall be no more than five items in the front yard.

**Statues and figurines** are considered yard art and must be less than four feet in height. They may in no way suggest or represent lewd, immoral, or distasteful characteristics.

## **Architectural Violation Procedures**

The ARC shall be the only committee authorized by the Board of Directors to issue an architectural violation notice. If a resident has a concern about a potential violation, that resident shall contact the ARC by submitting an Architectural Change Request on [www.ashtonliving.net](http://www.ashtonliving.net) or write a complaint and turn it in to the Activities Desk in the Clubhouse. Anonymous complaints are discouraged, as they may not be acted upon.

Twice monthly, the ARC committee shall evaluate all residents' complaints and survey the community to assess architectural compliance. When a violation is found, ARC shall contact the homeowner and try to resolve the violation in a friendly manner. If there is agreement, the violation notice shall be placed in the homeowner's file to track for any subsequent violations; the violation shall be corrected within 14 days. No further action shall be taken at this point.

If an agreeable settlement cannot be reached, the aggrieved homeowner shall have the right to make a written request for a hearing within 30 days after the date of the first notice of violation. The Board will give the homeowner at least 14 days notice of the hearing date. If the Board finds in favor of the aggrieved, no further action shall be taken and the notice of violation shall be removed from the files. However, if the Board finds against the homeowner, a citation shall be issued stating the date, location and nature of the violation. It shall also include the amount and due date of the fine and a final appeal procedure.

The violator shall have one last appeal, and that is to an independent Appeals Board. This written appeal shall be made within seven days of the HOA Board's decision. The Appeals Board shall convene within 30 days following the receipt of the appeal from the violator. The decision of the Appeals Board shall be final.

If the violator refuses to pay the fine, the HOA Board shall initiate a lien against the homeowner's property. The violator shall be responsible for all costs associated with the lien proceedings including accrued interest from the due date and late payment fees.

**Compliments of the  
Lake Ashton Homeowners Association, Inc.  
Board of Directors**