Improvements on a Lot have been approved by the ARB pursuant to Article V hereof. Any person or entity that relies on such certificate in purchasing or in making a mortgage loan encumbering any Lot shall be protected thereby.

4.17. **Application of Payments.** Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorney's fees incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the Owner or for the enforcement of its lien; next towards interest on any Assessments or other monies due to the Association, as provided herein; and next towards any unpaid Assessments owed to the Association in the inverse order that such Assessments were due.

4.18. **Right of Association to Evict Tenants, Occupants, Guests, and Invitees.** With respect to any tenant or any person present in any Dwelling Unit or any portion of the Property, other than an Owner and the members of its immediate family permanently residing with it in the Dwelling Unit, if such person shall materially violate any provision of this Declaration, the Articles, the Bylaws or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner as an Enforcement Assessment, and the Association may collect such Enforcement Assessment. The foregoing shall be in addition to any other remedy of the Association.

4.19. **No Waiver.** The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Declaration, the Articles, or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.

ARTICLE V. ARB AND USE RESTRICTIONS
(New Section 5.1. ARB Approval approved 8/23/2016)

(ARB Approved Guideline and Standards have also been incorporated into Article V for easy reference)

5.1. **ARB Approval.**

5.1.1. Composition of Architectural Review Board. The Declarant acting in its own name, shall constitute the Architectural Review Board (referred to herein as "ARB"). At such time as Declarant in its own absolute discretion shall determine, the Association may create a committee which shall thenceforth be and constitute the ARB. In the event that any member of such committee resigns or becomes unable to serve thereon the Association, shall appoint its successor.

5.1.2 Review by ARB.

a. In order to enhance, maintain and preserve values of the Property and all Lots located therein, no building, fence, wall, patio, paved area, pool or pool enclosure, or other structure or improvement (including landscaping) (all of the foregoing being individually referred to as an "Improvement") shall be commenced, painted, erected, installed planted, placed or maintained upon the Property including any Lot located therein, nor shall any exterior change, alteration, modification, addition or deletion be made to any Improvement on a Lot nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other Improvements (except by Declarant), until the plans, specifications and other information (collectively the "required Documents") required by the ARB showing the nature, kind, height, materials, color selection, and location of the Improvements shall be submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the ARB and until the ARB has received assurance acceptable to it that any damage to the Property as a result of

such work will be repaired in a timely fashion. (The foregoing work for which approval is required is hereinafter referred to as "Proposed Work".)

b. The ARB will review the information provided to determine harmony of exterior design, color and location of the Proposed Work set forth in the Required Documents in relation to the surrounding structures and topography. The ARB may condition its approval of Proposed Work as it deems appropriate and may require submission of additional plans and specifications or other information prior to approving or disapproving Proposed Work.

c. The ARB may issue guidelines setting forth procedures for the submission of Required Documents submitted for its review as it deems proper including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors.

d. The ARB may publish guidelines and standards providing options for the use of material, the size of structures or other improvements, the design of structures or other Improvements, or the location of structures or other Improvements on a lot. Prior to planning for Proposed Work that is subject to approval under this paragraph 5.1, an Owner should contact the ARB and request copies of any published guidelines or standards.

e. The ARB may establish fees for services under this paragraph 5.1, as set forth in paragraph 5.1.11.

f. Upon receipt by the ARB of all Required Documents and any fee required or imposed by the ARB, the ARB shall have thirty (30) days after delivery to approve or reject the Proposed Work, and if not approved in such thirty (30) day period, the Proposed Work shall be deemed rejected.

g. The ARB's approval or disapproval as required in these covenants shall be in writing. All changes and alterations shall be subject to all applicable permit requirements and all applicable governmental laws, statutes, ordinances, rules, regulations, orders, and decrees.

See ARB's Additional Guidelines and Standards below*

In accordance with Article V, Section 5.1.2.c the following are Guidelines created for submitting Required Documents for ARB Review for all the following Improvements:

All Buildings, Fence, Wall, Patio, Paved Area, Sidewalks, Pool or Pool Enclosure or other structures or improvements including landscaping. Exterior changes including painting, alterations, modifications, additions, or deletions.

******PLEASE NOTE – IF THE PROPOSED IMPROVEMENTS UPON ANY LOT WITHIN IRISH ACRES EXCEEDS AN IMPERVIOUS AREA TOTAL OF 4,760 SQUARE FEET (AN ASSUMPTION OF 3,000 SQUARE FEET PER HOME WITH A SINGLE 20' DRIVEWAY) THE ARB'S ENGINEER DURING HIS INITIAL REVIEW WILL EITHER ISSUE AN ACKNOWLEDGEMENT AND ACCEPTANCE OF ADDITIONAL STORMWATER WITH A LETTER OF NO OBJECTION FROM IRISH ACRES TO THE LOT OWNER. THIS LETTER IS REQUIRED BY MARION COUNTY'S (MC) BUILDING DEPARTMENT SO THE LOT OWNER WILL NOT HAVE TO APPEAR BEFORE MARION COUNTY'S DRC (DEVELOPMENT REVIEW COMMITTEE) FOR A WAIVER AND MC'S BUILDING PERMIT WILL NOT BE HELD UP FOR THIS ISSUE. HOWEVER, THE ARB'S ENGINEER MAY ALSO REQUIRE AND PROVIDE A NEW SITE PLAN THAT WILL RETAIN SOME OR ALL ADDITIONAL STORM WATER ON SITE. *** (ARB ENGINEER REVIEW FEES ARE LISTED BELOW)***

ARB Engineer SFR Initial Site Plan/Drainage Review. *As outlined above, the ARB's Engineer will perform a review on the Site Plan/Drainage. The Site Plan must include/show the following:*

- *Location and measurements of any construction/improvement*
- *Driveway thickness (Apron 6"/Driveway 4") and drainage flow on the lot*
- *Total lot area*
- *Total building area*
- *Total concrete area and asphalt areas*
- *Total open area on lot and impervious driveway area located within the right of way*
- *CAD File Drawing of Site Plan from Surveyor/Engineer/Architect*

ARB Engineer SFR Initial Irish Acres Site Plan/Drainage Review Fee – Acknowledgement/Acceptance of Additional Stormwater with Letter of No Objection - $250.00

ARB Engineer Official Signed & Sealed Site Plan for Stormwater – Required to comply with Marino County's Impervious Area Limits during initial or additional review process - Starts at $500.00

ARB Engineer Changes/Additions/Modifications to initial Irish Acres ARB Site Plan/Drainage Review Fee - $250.00 ***See Above Fee if new official signed/sealed site plan is required.

Any exterior change, alteration, modification, addition, or deletion that creates a change to the originally approved total impervious area calculations for the lot may require an ARB Engineer review. The fee for this additional review is $125.00. An updated site plan and CAD File with updated impervious area square footages must be submitted along with the check for the additional review fee.

ARB Architect SFR Initial Review. *The following is a list of "required" documents that must be submitted for the ARB's Architect SFR Initial Review. Other documentation/information may be required during the review/approval process.*

- *Irish Acres ARB Architect Review Application*
- *Site Plan must show:*
  - *Location and measurements of any construction/improvement*
  - *Driveway thickness and drainage flow on the lot*
  - *Total lot area*
  - *Total building area*
  - *Total concrete area and asphalt areas*
  - *Total open area on lot and impervious driveway area located within the right of way*
- *Floor Plans*
- *Typical Wall Section*
- *Exterior Lighting Plan*
- *Elevation Drawings – must also show all roof vents preferably on rear side of roof*
- *Landscape Key Plan Plant & Tree form doc*
- *Description of Materials to be used – roofing materials, siding, etc.*
- *Description and Samples of Exterior Paint Color(s)*
- *Notices – Executed for construction entrance, debris, and completion date agreement.*
- *Fencing Plans – includes type, materials, example, color and boundary survey location of fence.*
- *Pool and Pool Enclosure*
- *Plans for any Special Exterior Design Elements or Features*
- *All plans and "required" documents are to be submitted as pdf files.*

ARB Architect Initial SFR Review Fee for Home & Pool - $525.00
ARB Architect Initial SFR Review Fee for home, Pool & Backyard Fence - $575

ARB Additional Architect Review for Shed (Site Built on concrete slab)

- *Updated Site Plan:*
  - *Location/Measurements of proposed shed*
  - *Setbacks from back and side property lines*
  - *Dimensions of proposed concrete drives, pads, aprons, sidewalks*
- *Landscape Plan/Key*
- *Floor Plan – Dimensions of shed including windows/doors*
- *Exterior lighting – **MUST NOT CREATE LIGHT TRESPASS***
- *Exterior Elevations*
- *Wall Section – minimum fascia size (6") and minimum roof pitch of 6 in 12*
- *Roof plan – shows roof pitch of 6 in 12*
- *Metal Roof – Standing Seam Roof - MBCI type or PBR Metal screw down roof panel – No screw down exposed fastener roofs allowed.*

- *Material Description – roof shingles, siding, trim, etc*
- *Exterior Colors – Manufacturer/color swatch for proposed shed and existing home*
- *Photo of existing home*

Irish Acres Additional ARB Architect Review for Detached Garage (DG)/Detached Garage Apartment (DGA)

- *Updated Site Plan:*
  - *Location/Measurements of proposed shed*
  - *Setbacks from back and side property lines*
  - *Dimensions of proposed concrete drives, pads, aprons, sidewalks*
  - *Existing/proposed additional impervious square footage*
- *Landscape Plan/Key*
- *Floor Plan – Dimensions of DG/DGA, windows/doors*
- *Electrical Plans including exterior lighting – **MUST NOT CREATE LIGHT TRESPASS***
- *Exterior Elevations*
- *Wall Section – minimum fascia size (6") and minimum roof pitch of 6 in 12*
- *Roof plan – shows roof pitch of 6 in 12*
- *Material Description – roof shingles, siding, trim, etc*
- *Exterior Colors – Manufacturer/color swatch for proposed DG/DGA and existing home*
- *Photo of existing home*

ARB Additional Architect Review Fee for Sheds, Detached Garage or Detached Garage Apartment - $325

ARB Additional Architect Review for Back-Yard Fences.

- *Updated Site Plan showing the following:*
  - *Location/measurements of proposed fencing along backyard property line – fence must be installed 2 to 8 inches inside property line.*
  - *Location/size of gates*
- *Statement from Lot Owner stating the fence will be a 4-board wood fence, with or without non-climb wire installed on the inside of the fence. This is the only type of fence and material permitted.*
- *Statement from Lot Owner stating the fence will be natural in color or painted black.*
- *If adjoining an adjacent lot owner's pre-existing fence, with their permission, it is strongly recommended that both parties enter into an official contract that outlines the agreement and cost sharing/reimbursement arrangement.*

ARB Architect Additional Review Fee for Pool, Pool Enclosure, Back Yard Fence and any other improvement not included in Initial ARB Review - $125

ARB Additional Architect Review for Changes/Additions/Modifications to initial ARB Approved Review Fee- $125.00 (per request).

Any exterior change, alteration, modification, addition, or deletion must be reviewed/approved by the ARB. The fee for the ARB's Architect Review/Approval is $125.00 except for a Shed or Detached Garage/Detached Garage Apartment. An ARB Review Request must be submitted along with proper "required" documents for the ARB's Architect Review. Proper "required" documentation will be dependent upon what the change, alteration, modification, addition, or deletion will be.

ARB Review Fees must be paid and received in full before any request is submitted for review/approval.

We encourage Irish Acres Lot and Homeowner to review Article V. ARB and Use Restrictions which is part of Irish Acre's Amendment to the Amended and Restated Declaration of Covenants and Restrictions and the additional Guidelines included in the front of the General Information Document to become familiar with them. You may also want to consider including the "required" documents for all improvements on your lot including Detached Garage, pool, pool enclosure or backyard fencing your ARB Architect Review to save the expense of a 2nd Review Fees.

Please make all checks payable to: ***Irish Acres Homeowners Association.***

(ARB Approved Update November 2022)

Guideline for Solar Panels

In accordance with Article V, Section 5.1.2.c of the Second Amendment to Amended and Rested Declaration of Covenants and Restrictions for Irish Acres, Irish Acres Acquisitions, LLC ARB hereby approves and establishes the following guideline and standard for:

1. *All exterior improvements including Solar, Wind or Geo-Thermal Panels, design or framing must be submitted to the ARB for review and approval with proper "required" documentation prior to installation.*

2. *Solar Panel locations are restricted to the backside of the home, however, if the solar panels* ***must*** *be installed on the roof on the front side of the home, the solar panel installer and homeowner must provide a statement/certificate justifying the reason for this location. The preferred panel location is on the ground in the back yard with a premier landscape buffer.*

3. *Documents required for ARB Review:*
   a. *Roof or grand elevation plans*
   b. *Site plan showing location of the panels*
   c. *Solar Panel product information*
   d. *If panels are to be located on the roof, front side of the home, the panel installer must provide a statement/certificate justifying the reasons for this location.*
   e. *Executed ARB Review Request, all required documentation with appropriate fee.*

(ARB Approved - April 2021)

5.1.3. Liability. Neither the ARB nor any member thereof shall be liable to the Association, an Owner or to any other party, for any damage or loss suffered or claimed on account of: (a) the approval or disapproval of any Proposed Work; (b) the construction or performance of any work, whether or not pursuant to an approved Proposed Work; or (c) the development of any Lot, whether or not the facts therein are correct. This provision shall not be construed to relieve the ARB or any member thereof from individual liability for actions intentionally committed or conducted in bad faith.

5.1.4. Approval Not to be Construed as Waiver. The approval by the ARB of any Proposed Work or for any Proposed Work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar Proposed work whatsoever subsequently or additionally submitted for approval or consent.

5.1.5. Architectural Review Board Expenses. The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

5.1.6. ARB Representatives. The Association may retain third party professionals, such as architects or contractors, to perform the duties of the ARB hereunder, and may agree to compensate for them for such services. All references in this paragraph 5.1 to the ARB shall be deemed to include references to such persons retained by the Association.

5.1.7. Inspection by Architectural Review Board. Inspection of work and correction of defects therein shall proceed as follows:

a. Upon completion of any Proposed Work for which approval is required under this Article, the Owner shall give written notice of completion to the ARB.

b. Within thirty days after such notice the ARB may inspect such Proposed Work. If the ARB finds that such work has not been done in substantial compliance with the approved Required Documents, it shall notify the Owner in writing of such noncompliance within such thirty-day period, specifying the particulars of noncompliance. The thirty-day period shall not commence to run until the ARB receives a notice of completion from the Owner. The ARB may, in its discretion, inspect the Proposed Work while the same is being made or constructed or upon completion and notify the Owner of noncompliance even if the Owner has not given the ARB notice of completion.

c. If noncompliance exits, as determined in the sole and absolute discretion of the ARB, the ARB shall notify the Owner to remedy or remove the same within a period of not more than thirty days from the date of delivery to such Owner of notice of the ARB's determination of noncompliance. The owner shall be obligated to comply with such notice, and if the Owner does not comply with such notice within such period the Association, at the option and direction of the ARB, may, in addition to all other remedies available at law or equity, remove the noncomplying Proposed Work or remedy the noncompliance and the Owner shall reimburse the Association after delivery by Association to the Owner of written notice thereof for all expenses incurred in connection therewith. If such expenses are not paid by the Owner to the Association within fifteen days after such notice, the Association may levy an Enforcement Assessment against such Owner for reimbursements, which Enforcement Assessment shall constitute a lien on the Owner's Lot and shall be collectible as set forth in this Declaration.

d. If for any reason the ARB fails to notify the Owner of any noncompliance within thirty days after receipt of such written notice of completion from the Owner, the Proposed Work shall be deemed to have been made in accordance with the Required Documents.

e. If an Owner does not obtain the approval of the ARB as provided herein, and proceeds to make perform any Proposed Work on a Lot which require ARB approval, the ARB upon actual discovery of the foregoing may, approve them as being in accordance with the requirements for approval, or the ARB may notify the Owner in writing of the noncompliance of the Proposed Work, in which case the ARB shall then proceed as is provided in paragraph 5.1.7.c.

5.1.8. Variances. The ARB may authorize variances from compliance with the architectural provisions, and all other restrictions, of this Declaration when circumstances such as: topography; natural obstructions; hardship; aesthetic or environmental consideration; lack of impact on other Owners; or governmental regulation require. Such variances must be evidence in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provision of this Declaration for any purpose except as to the particular property and particular provisions thereof covered by the variances, nor shall it affect in any way the Owner' obligation to comply with all governmental laws and regulations affecting its used of the premises including, but not limited to, zoning ordinances and set-back requirements or requirements imposed by any governmental or municipal authority, nor shall it be deemed to have to obtain a variance from other architectural committees having jurisdiction.

5.1.9. Exemption of Declarant. The Declarant shall be exempt from the provisions of this paragraph 5.5 and all subparts thereof with respect to any Proposed Work which Declarant determines to make in the Property and this exemption shall apply whether such Proposed Work is or to Lots, the Common Areas, roads, or any other areas of the Property. Any Institutional First Mortgagee advancing funds to the Declarant for the construction of any such Proposed Work shall succeed to the exemption of Declarant set forth herein for the purpose of completing the Proposed Work funded.

5.1.10 Nonconforming Structures. If there shall be a material deviation from the approved Required Documents in the completed Proposed Work, such Proposed Work shall be in violation of this paragraph 5.1 to the same extent as if erected without prior approval of the ARB. The Association, ARB or any Owner may maintain an action at law or in equity for the removal or correction of the nonconforming Proposed Work and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

5.1.11 Fees.

a. The ARB may establish fees for services under this paragraph 5.1 including, without limitation, as follows:

1). The Association may establish a fee for ARB review under paragraph 5.1.2 and inspection under paragraph 5.1.6. The ARB shall use good faith efforts to establish a fixed fee for each Proposed Work to include such review and inspection.

2). The ARB may establish additional fees for additional services rendered by ARB or its authorized representative in performing the following consulting with an Owner or its representatives concerning any Proposed Work that was previously rejected; further reviews of any Proposed Work that was previously rejected; or inspections of any Proposed Work that was previously rejected. Such fees may be on an hourly basis to reimburse the ARB or Association for amounts paid pursuant to paragraph 5.1.6.

b. An Owner shall be required to pay all fees established under this paragraph 5.1.11 as and when required by the ARB. Without limiting the foregoing, any fees due under paragraph 5.1.11a.1) shall be paid at or prior to the time that all Required Documents are delivered to the ARB.

(Note: The above Article V, Section 5.1 was Recorded on 08/23/2016 in OR Book 6443/Pages1025-1028)

5.2. **Residential and Agricultural Use Only**. No Lot shall be used for any purpose except for residential or agricultural purposes. All commercial uses are prohibited other than commercial agricultural uses which will be restricted to the commercial breeding and raising of horses and beef cattle, and haying. No Owner of a Lot may have more than one horse or cow for each full acre of land owned. Offspring of existing horses and cows shall not count against the maximum number of horses or cows permitted hereunder until they reach one year of age. Commercial breeding or raising of dogs, goats, poultry, rabbits, or dairy animals is not permitted.

5.3. Dwelling Units.

5.3.1. Generally.

a. All Dwelling Units on the Lot must be of conventional construction and built on site.

b. Mobile homes, modular homes, or homes moved from any other location are prohibited.

c. Any single-story Dwelling Unit erected on a Lot shall contain at least 2,000 square feet of living space. A two-story Dwelling Unit shall have a minimum of 1,600 square feet of living space on the first story. Living space shall mean heated and cooled space under roof exclusive of garages, whether attached or detached, heated, or cooled, and exclusive of porches, decks, pools, breezeways, basements, attics, and accessory structures. In computing living space or total space under roof, the square footage of any detached structure shall not be included.

d. The main roof shall have not less than a 6/12 pitch and the facia shall have a minimum width of 6 inches.

e. All roof venting shall be on the rear of the main ridge of the roof.

f. Minimum Exterior Requirements for all new submitted home plans shall meet or exceed the following Exterior Design Requirements:

1. *Exterior wall height minimum shall be no less than 9'-3" from the finished floor.*
2. *Exterior door height minimum shall be 8'-0" in height including sliding glass doors and garage doors.*
3. *Exterior window head heights shall be set at 8'-0" from the finished floor. Windowsill height approval, for example Kitchen, bathrooms, or closet windows. Prefer high sill windows not to be located on the front/main street side of the home.*
4. *Front Entry covered porches are suggested to be set above the 9'-4" min. for a more dominant appearance.*
5. *Finished floor shall be a minimum of 1'-0" from finished grate*

(ARB Approved November 1, 2021/Updated subsection f January, 2025)

5.3.2. Height of Structures. No Dwelling Unit may exceed two stories in height.

5.3.3. Garages and Parking. Each Dwelling Unit shall have an attached or detached garage designed for storage of at least two (2) automobiles. In order to maintain a harmonious appearance, the ARB may prohibit the garage doors on any Dwelling Unit from facing a public or private right-of-way. No on-street parking is permitted. Garages must be maintained operational for the storage of automobiles, boats, or other motor vehicles. Garage doors shall be opaque and shall remain closed except when in actual use to allow ingress and egress into the garage.

See also Section 5.3.10 and ARB's Additional Guidelines and Standards below*

Maximum Square Footage Allowable for Detached Garage or Garage Apartment

1 acre and below: 30% of the total residence ground floor area under roof
1.1 to 2 acres: 35% of the total residence ground floor area under roof
2.1 to 3 acres: 40% of the total residence ground floor area under roof
3.1 acres or more: 45% of the total residence ground floor area under roof

Area Calculations for total residence ground floor area under roof includes Living Areas, Garage, Covered Patio, Screen Room, Lanai, and Covered Entry.

(ARB approved September 8, 2016)

Location of Detached Garage or Garage Apartment and Maximum Front Facing Detached Garage Door Width.

1. *For detached garage with garage doors facing the street – the back of the detached garage structure must be positioned 30 feet from the rear/back property line inside the building rear set backline. The maximum total width of this front facing detached garage door cannot exceed 70% of the front elevation.*

2. *For a detached garage with garage doors facing the single-family residence – there are no maximum total garage door width restrictions, however, the single-family residence and detached garage must be constructed side by side with enough width between structures for a turn radius of a vehicle, rv or boat that will be parked inside.*

(ARB Approved February 13, 2018)

5.3.4. Exterior Paint. No paint may be used on the exterior of any Dwelling Unit in a color other than the color of exterior paint used in the original construction of the Dwelling Unit, without the prior written consent of the ARB.

5.3.5 Allowable Trim and Decoration. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, except small exterior decorations such as address plates and name plates, which shall not exceed the sign limitations set forth in paragraph 5.6.5, without the prior written consent of the ARB. All other outside decorations and ornaments, whether affixed to the Dwelling Unit or placed elsewhere on the Lot, are prohibited, unless approved by the ARB. This restriction shall not apply to seasonal decorations from two weeks prior to the holiday to which the decorations are related until one week after such holiday, and to a single flagpole which may not, however, extend higher than the roof of the Dwelling Unit, and must be affixed to the Dwelling Unit.

5.3.6. Window Tinting. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the ARB.

5.3.7. Unit Air Conditioners. No air conditioning units may be mounted through windows or walls unless the location, method of installation and appearance has been approved in writing by the ARB. It is the intention of this provision to authorize the ARB to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds.

All other air conditioning units, and all emergency generators, shall be located in the Rear Yard and shall be effectively screened by plant matter or opaque fencing approved by the ARB.

5.3.8. Construction on Lots. All exterior construction and landscaping of any Dwelling Unit shall be completed before any person may occupy the same. All construction on any Dwelling Unit shall be completed within twelve (12) months from the issuance of the building permit for that Dwelling Unit. All construction on any Lot shall be at that Lot Owner's risk and that Lot Owner shall be responsible for any damage to Common Areas, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Lot. Repairs of construction damage must be made within thirty (30) days.

5.3.9 Set-back Requirements and Building Location. All Dwelling Units shall be set back at least as far as required by the applicable building and zoning codes, or any setbacks as shown on the face of the Plat.

5.3.10. Subdivision – Multi-Units. Only one Dwelling Unit may be erected on each Lot although an additional detached garage apartment may be permitted by the ARB. No Lot may be subdivided, except to increase the size of an Owner's property upon which no more than one (1) Dwelling Unit is constructed.

See Section 5.3.3 and ARB's Additional Guidelines and Standards below*

Detached Garage & Detached Garage Apartment Definition

Detached Garage *– A roofed and enclosed structure which is detached from the main dwelling and designed to accommodate the storage of passenger vehicles, utility or recreational trailers, RV's, boats, or workshop/studio.*

Detached Garage Apartment *– A roofed and enclosed structure which is detached from the main dwelling and designed to accommodate the storage of passenger vehicles, utility or recreational trailers, RV's, boats, or a workshop and, includes a single-family dwelling that occupies not more than a total of 800 square feet of living area.*

Note: *Due to the impervious area sq. ft. limit of 5,038 sq. ft. per lot imposed by Marion County, an additional ARB Engineer's Site Plan/Drainage Review may be required if the proposed additional impervious area sq. ft. exceeds the maximum limit.*

Required Documents for ARB Review:

1. *Update previously ARB approved Site Plan to show exact location and dimensions of the proposed detached garage/detached garage apartment including dimensions from the back and side property lines. It should also include the dimensions of any proposed concrete drives, pads, aprons, and sidewalks.*
2. *Updated Site Plan must also include existing impervious area sq. ft. that was approved during ARB Review/Approval of SFR in addition to the proposed sq. ft. of impervious area being added with the addition of a Detached Garage or Detached Garage Apartment with additional concrete areas such as driveways, sidewalks, or patio.*
3. *Landscape plan/plant legend key.*
4. *Floor Plan showing dimensions, windows, doors, and garage doors.*
5. *Electrical plans including any exterior lighting or flood lights.* ***MUST NOT CREATE LIGHT TRESPASSING ON TO ADJACENT PROPERTIES*** *(unshielded fixture that casts a bright light onto and possibly into a neighbors' property and/or home).*
6. *Exterior Elevations of all 4 sides.*
7. *Typical wall section showing components of construction, minimum fascia size (6") and minimum roof pitch of 6 in 12.*
8. *Roof Plan indicating minimum roof pitch of 6 in 12 and location of roof vents/stacks if required.*
9. *Material description (roof shingles, siding, trim, etc.) and exterior colors (manufacturer/color swatch #). Provide same information for existing home to ensure they match.*
10. *Photo of existing residence including the front of the home, front door, windows, and garage door.*

11. *Additional ARB Architect Review Fee of $275 for Detached Garage or Detached Garage Apartment – check should be made out to Irish Acres Homeowners Association*
12. *If required, Additional ARB Engineer Site Plan/Drainage Review fee of $125.00 – check made out to Irish Acres Homeowners Association*
13. *Executed ARB Review Request form and Notices.*

(ARB Approved September 22, 2021)

5.4 Other Improvements, Structures, etc.

5.4.1 No Temporary or Accessory Structures. No portable, storage, temporary or accessory buildings, sheds or structures or tents, shall be erected, constructed, or located upon any Lot for storage or otherwise, without the prior written consent of the ARB; provided, however, this prohibition shall not apply to shelters used by the Declarant or a licensed contractor during the construction of any dwelling unit.

See ARB's Additional Shed Guidelines and Standards below*

Sheds

Like all stated "Improvements" to any lot – "Sheds" are required to be reviewed and approved by the ARB's Architect prior to construction. Sheds shall be site built (concrete slab on grade) using matching materials, building color, trim materials and color, roof slope, shingles, entry door and garage door, etc., of the main residence. Sheds are only permitted in the backyard.

Minimum height – 8 ft.
Maximum height – not to exceed the average wall bearing height of the main home.

A metal roof is permitted with the following restrictions:
a. *Standing seam roof system with minimum 1 ¾" vertical leg. MBCI is an acceptable manufacturer with LokSeam or Superlox standing seam roof systems or submit an alternative manufacturer for ARB to review for approval. PBR metal screw down roof panel is also acceptable.*
b. *The color shall be a 20-year minimum rated Kynar 500 or equal finish to resist fading and chipping.*
c. ***NO** screw down exposed fastener roofs allowed.*
d. *Roof slope shall be 6 in 12 minimum with 6" minimum fascia.*
e. *Provide manufacturer color chart.*

Required Documents for ARB Review:

1. *Update previously ARB approved Site Plan to show exact location and dimensions of the proposed shed including dimensions from the back and side property lines. It should also include the dimensions of any proposed concrete drives, pads, aprons, and sidewalks.*
2. *Landscape plan/plant legend key around shed.*
3. *Floor Plan showing dimensions, windows and doors including any exterior lighting, flood lights or exterior lights. **MUST NOT CREATE LIGHT TRESPASSING ON TO ADJACENT PROPERTIES** so exterior lights must either be shielded and/or have cut off shields. An example of light trespass is when a neighbor installs a new light on their property. It's an unshielded fixture that casts a bright light that spills onto your property and perhaps even inside your home. This is known as **light trespassing**.*
4. *Exterior Elevations of all 4 sides.*
5. *Wall section showing components of construction, minimum fascia size (6") and minimum roof pitch of 6 in 12.*
6. *Roof Plan indicating minimum roof pitch of 6 in 12*
7. *If requesting a metal roof – provide manufacturer and color chart.*
8. *Proposed Shed material description (roof shingles, metal roof, siding, trim, etc.) and exterior colors (manufacturer/color swatch #). Provide the same information for existing home to ensure they match.*
9. *Photo of existing residence including the front door, windows, and garage door.*

10. *ARB Architect Review Fee of $275 for Sheds – check should be made out to Irish Acres Homeowners Association*
11. *Executed ARB Review Request Form.*

(ARB Approved September 16, 2021)

5.4.2 Restrictions on Walls, Fences or Hedges.

a. No wall, fence or hedge shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type location, and surrounding landscaping have been approved by the ARB. Fencing may be located in the Rear Yard only. No wall or fence may be painted or altered in appearance from the appearance approved by the ARB without subsequent ARB approval. No vinyl, chain link, barbed wire, hog wire, chicken wire or similar fencing shall be permitted. No fence shall be allowed to exceed the height of four (4) feet on any lot.

See ARB's Additional Guidelines and Standards below*

1. *Fence Material/Style – 4 board wood fence with or without non-climb wire installed on the inside of the fence is the only material/style permitted.*
2. *Fence Colors – Natural or painted black.*
3. *Fence Location – Lot/Homeowner must ensure fence is installed 2 to 8 inches inside your property line. A site plan showing the actual location of the fence and gates must be provided for ARB Review.*
4. *Adjoining Lot/Homeowners may agree to connect to pre-existing fences, only if the Lot/Homeowner with the existing fence agrees. It is strongly recommended that both parties enter into an official contract that outlines the agreement and cost sharing/reimbursement arrangements.*

(ARB Approved April 19, 2019)

b. All hedges must be neatly trimmed.

5.4.3 Screen Porches. Any screen porch must be appropriately colored (e.g., black, brown, or white color screen. No raw aluminum or screens or frames are permitted.)

5.4.4. Pools. No aboveground pools are permitted within the Property. All in-ground pools shall include a paved patio extending from the Dwelling Unit and completely surrounding the pool and shall be located in the Rear Yard. All pool enclosures, including screening, must be approved by the ARB.

See ARB's Additional Guidelines and Standards below*

Semi-Inground Pools

A semi-inground pool is permitted in Irish Acres with a residential home, in the backyard only, with ARB review and approval. An ARB Review application along with payment for the review; all construction plans, required documents; and additional information outlined below:

Additional Information Required:

1. *Pool Plan Site Plan – must include the following:*
   a. *Location of the pool and deck in relation to the residence including dimensions/measurements.*
   b. *Pool equipment location.*
2. *Pool Manufacturer information including photos/pictures of their semi-inground pool for reference*
3. *Photo of liner; specify liner name, color and gauge.*
4. *Pool deck material and design.*

5. *Drawing section cut through of the pool showing its depth in ground and out of ground with dimensions/measurements.*
6. *Pool Landscape Design Plan and Key – must also include pool equipment concealment.*
7. *Provide drawings/specifications/photos on how they are complying with current Florida Statute Chapter 515 Residential Swimming Pool Safety Act. (Pool perimeter fencing and gates, etc.)*
8. *Maximum height of the deck/top of the pool rim is to be no higher than 24" above finish grade.*
9. *Deck surrounding the pool shall be no less than 4 feet in any direction*
10. *Provide design and material selection of the wall around the semi-recessed pool*

(ARB Approved September 3, 2024)

5.4.5. Driveways. All driveways which connect to the platted streets of the Property must be constructed in the following manner as may reasonably be determined by the ARB:

a. That portion of any driveway which is constructed in the road right-of-way must be paved with reinforced concrete a minimum of six inches (6") in thickness. Beyond such portion, the driveway shall also be paved as approved by the ARB.

See ARB's Additional Guidelines and Standards below*

ARB Standard Specifications regarding Concrete Driveway Thickness:

1. *Use of 6" thick concrete at each concrete drive apron with the balance of the driveway and parking areas using 4" thick reinforced concrete for use with typical Passenger and SUV vehicle traffic only, is acceptable.*

2. *Any resident that has or plans on using an RV must use the full 6" thick concrete for all areas of the apron, driveway and parking areas.*

Also, in order to aid in controlling cracking of concrete driveways and parking areas:

1. *The soil compaction under drives must meet or exceed 95% proctor density compaction rate min. over clean earthen fill.*

2. *Must use 3000 psi concrete min. and reinforced with 6x6x10/10 WWM min. and or adding commercial multi-length strand Fiber mesh 150 mins at a rate of 1.5 pounds per cubic yard into the concrete mix.*

3. *Saw cutting the concrete drives ¼ of the thickness (4" slab = 1" deep cut) or (6" slab = 1 ½ deep cut) within 24 hours of the finishing and most important is to cut driveway into squares creating not more than 12' x 12' areas.*

(ARB Approved December 5, 2016)

b. No driveway may be less than twelve feet (12') or more than twenty-four feet (24') wide where the same connects to the paved street. No driveway may be less than ten feet (10') wide where it connects to the Owner's property line.

c. Driveway access to all corner lots shall be as set forth on the Plat.

d. All construction of driveways and culverts, set forth above, must be in accordance with accepted building and engineering standards and completed prior to occupancy of any Dwelling Unit. Each Owner shall be responsible for the maintenance of the driveways and culverts serving its Lot in good condition so that they do not become unsightly or cause damage to the street, swales, ditches, or Common Areas.

5.4.6. Gate. Declarant may install a gate at the entrance to the property with a punch code or other electronic access system. Association shall thereafter maintain the gate. The Board may establish Rules and Regulations concerning the operations or use of the gate, or the provisions

of the access code to non-Owners, as necessary to maintaining or enhance the security of the Owners and the Property.

5.5 Maintenance; Landscaping.

5.5.1. Vacant Lots. As set forth in paragraph 4.9 above, the Association shall mow Lots owned by the Owners until a building permit for a Dwelling Unit to be built on such Lot has been issued and construction pursuant to such permit commenced and shall assess such Owners Mowing Assessments therefor.

5.5.2 Lot Maintenance. Each Owner shall maintain its Lot and all improvements thereon in a clean, neat, and attractive condition; shall keep its Lot free of any accumulation of junk trash, inoperable vehicles, used construction materials, equipment, or any other unsightly objects; shall keep its Lot free of noxious weeds and invasive non-native plants; and shall not permit any natural or artificial feature on any Lot to become obnoxious, overgrown, or unsightly. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owners to perform such maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this paragraph shall be paid by the Owner. If the Owner fails to pay, then the Association shall have the right to impose an Enforcement Assessment against such Owner to pay for the cost of repairs and replacements. Such Assessment shall in every respect constitute a lien on the Lot as would any other Assessments by the Association. The Association shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in this Declaration, and any such entry by the Association or its agent shall not be deemed a trespass. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Association will exercise its right to enter the Property pursuant to this paragraph.

5.5.3. Insect and Fire Control, and Trash Removal. In order to implement effective insect, reptile, rodent, and fire control, the Association and its agents shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling unit without such entrance and removal being deemed a trespass. The provisions in this section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its right under this paragraph shall constitute an Enforcement Assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment by the Association. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken with ten (10) days of the Association will exercise its right to enter the Property pursuant to this paragraph.

5.5.5. Reconstruction of Damaged Improvements. In the event of damage by fire or other hazard to any Improvement located on upon Lot, the Owner of such Lot shall commence cleanup of damage as soon as reasonably possible, diligently pursue such cleanup, and complete cleanup within six (6) months (unless Owner is unable to do so for reasons beyond Owner's control, in which case the time period for the commencing and completion of cleanup shall be extended accordingly). All reconstruction shall comply with this Declaration.

5.5.6. Grassed Areas and Yards. As required by the County, all landscaping shall incorporate the principals of the Florida Yards and Neighbors Program. All Lots shall upon completion of a Dwelling Unit and prior to any person occupying the Dwelling Unit, be fully landscaped and grassed in accordance with plans submitted to, and approved by, the ARB. The Front Yard shall be sodded with grass approved by the ARB. The Owner shall maintain all shrubbery, grass,

trees, and other landscaping installed on their Lot in a neat, clean, orderly, and healthy condition. Each Owner shall maintain all property lines between the Owner's Lot and the pavement of any paved street, including culverts. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt, and other non-lawn surfaces. Grassed areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus weeds, and disease in a manner designed to insure healthy growth, color, and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Dwelling Unit, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Dwelling Unit. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The owner's maintenance and care obligations as set forth herein shall apply to all portions of the Lot including any easements located on or adjacent thereto, including front, side, and rear road, and utility easements.

5.6 Miscellaneous Restrictions.

5.6.1. Restriction on Activity. No noxious or offensive activity shall be conducted or permitted to exist upon any Lot or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot or Common Area shall be used for purposes of vehicle repair or maintenance, other than routine maintenance on a Lot such as oil changes or tune-ups of vehicle owned by the Owner.

5.6.2. Livestock and Animal Restrictions. No animal shall be kept or maintained on any Lot except:

(a) conventional household pets (dogs, cats, birds, or fish) and only in such number as not to constitute a hazard, nuisance, or annoyance to the Owner of adjoining Lots; or

(b) horses or cows as permitted by paragraph 5.2. The ARB shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitute a hazard, nuisance, or annoyance to the Owner of adjacent Lots. Such permitted animals shall be kept on the Owner's Lot and shall not be allowed off the premises of the Owner's Lot except under restraint and in the company of the Owner, a member of the Owner's family or servant.

No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturbed other Owners.

5.6.3. Clotheslines: No exterior clotheslines or drying areas shall be permitted except removable clotheslines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Lot.

5.6.4. Exterior Antennas; Satellite Dishes. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Lot or Dwelling Unit thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Dwelling Units if approved, including as to location, by the ARB.

5.6.5. Signs.

a. The Association shall maintain the entrance sign, as part of the Common Area constructed at the entrance to the Property.

b. No commercial sign or other sign shall be erected or maintained on any Lot or Dwelling Unit within public view except as may be required by legal proceedings. The ARB will not grant permission for such signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall apply to commercial real estate signs advertising a particular Lot or Dwelling Unit for sale or for rent, except that a single

commercial real estate sign not exceeding 18: x 30", may be displayed on any Lot without the prior permission of the ARB. Property identification and like signs exceeding a combined total of more than one (1) square foot may not be erected (or affixed to a Dwelling Unit) without the written permission of the ARB. Campaign or political signs are permitted so long as the same do not exceed 18 inches by 30 inches. No Lot may display, however, more than one sign for any individual political candidate and campaign or political signs may not be displayed more than three weeks prior to the election to which the signs are related and must be removed within one week after such election. No signs shall be erected or place don, or affixed to, any trees, shrubs, fences, or utility poles. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit.

5.6.6. Vehicles. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle, shall be parked or maintained on any Lot or public right-of-way, except in an enclosed garage. No commercial vehicle of any kind shall be permitted on any Lot at any time except vehicles owned by the Lot Owner not exceeding three-quarter tons; and except vendors providing temporary services to the Lot owner. All private passenger vehicles shall be parked within an enclosed garage unless all spaces for private passenger vehicles within the enclosed garage are occupied by a private passenger vehicle, commercial vehicle, recreational vehicle, camper, trailer, or boat. All vehicles parked within the Lot must be in good condition and no vehicle which is licensed or cannot operate on its own power shall remain within the Lot for more than 24 hours, no major repair of any vehicle shall be made on the Lot. Overnight on-street parking is prohibited.

5.6.7. Recreational Equipment. All outside recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard unless approved by the ARB. Any other recreational equipment shall be kept within the Dwelling unit except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Dwelling Unit.

5.6.8. Storage. No items may be stored on a Lot outside a Dwelling Unit or approved building including, without limitation, scrap metal, junk or salvage materials, items, or article whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers and equipment. All tools, supplies, mowers, and equipment, including garden hoses and sprinklers, shall be stored by an Owner out of view, except when in use.

5.6.9 Household Garbage and Yard Trash.

a. Each Owner shall utilize garbage and trash containers that are underground or in enclosures not visible from street or adjoining Lot, except during those hours designed for garbage and trash collection.

b. No person shall burn any rubbish, leaves or trash on any Lot; provided, however, Developer reserves the right to burn debris as a result of clearing of any portion of the Property subject to obtaining necessary burn permits.

c. The Association may select a garbage franchisee that will be contracted on an annual basis or subject to annual review with an annual termination provision for unsatisfactory service; if the Association does so, the Association will contract with only one garbage franchise to service the Property and each Dwelling Unit must use and pay for garbage services provided by the garbage franchisee selected by the Association. So long as the Association has contracted with a garbage franchisee, no Lot Owner may use any other third-party garbage franchisee to haul garbage or trash from that Owner's Lot, except for the removal of law waste by a tree removal or landscaping service.

d. No Lot or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein.

e. Trash, garbage, or other waste shall be bagged, tied, and kept in covered sanitary containers in the garage, or at the rear of the Dwelling Unit out of sight from the street within an approved fenced area. On those days and only on those days when garbage pickup or trash pickup are made at the Lot, the Owners shall place their garbage (bagged and tied) on their Lot and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. All receptacles will be removed from the curbside not later than sundown of the day of pickup. In the event trash or garbage must be collected from a receptacle servicing more than one Lot to meet the requirements of a collection company or agency, all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle. In no event shall trash or garbage be placed outside the receptacle.

f. Nothing contained herein shall prohibit the Declarant, or any builder of a Dwelling Unit, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this section, or on a Lot or on the Properties during construction of improvements to the Properties or construction of a Dwelling Unit.

5.6.10. Containers and Fuel Tanks. All garbage and trash containers, bottled gas tanks, water softeners and tanks for irrigation wells shall be located in the garage or, if not permitted by applicable ordinances, in the Rear Yard adjacent to the Dwelling Unit and shall be installed underground or within a walled-in area which is not visible from any street or adjoining property. Any such walled-in area shall be constructed in such a manner as to be inaccessible to dogs or other animals and shall be in form of a material approved by the ARB.

5.6.11. Gardens and Prohibited Plants. Vegetable gardens may be grown only in the Rear Yard. The cultivation and maintenance of poisonous and illegal plants is prohibited.

See Additional Guidelines for Vegetable Gardens below

Backyard Vegetable Gardens

ARB Review Required. Backyard Vegetable Gardens are permitted in Irish Acres Subdivision only within an ARB approved backyard fence. Prior to the planting of a new garden for spring, summer, fall or winter, a plan showing what types of vegetable plants are being planted needs to be submitted for ARB Review and Approval. This new guideline is required in order to enhance, maintain, and preserve the value of the properties.

Backyard Fence. A backyard vegetable garden is only permitted within an enclosed backyard fence that will serve as a buffer so the garden cannot be seen from the road or neighbors.

Garden Size Restriction: *1 Acre and below: 1% of the backyard area only*
1.1 to 2 Acres: 1.5% of the backyard area only
2.1 to 3 Acres: 2% of the backyard area only
3.1 Acres or more: 3% of the backyard area only

Other Specific Restrictions:

1. *Vegetable plants must not exceed 4 ft in height whether planted in the ground or in a raised/boxed bed.*
2. *Trellises may not exceed 4 ft in height – measured from the ground (not raised/box bed).*
3. *Vegetable gardens must always be maintained and free of weeds.*
4. *Composting is not permitted.*
5. *All garden debris must be removed off site immediately and not stored/piled anywhere on the lot.*
6. *When the garden is no longer being utilized for vegetable plants, the area must be resodded.*

Existing vegetable gardens will be grandfathered in until January 1, 2024. After that date, for the 2024 growing season all backyard vegetable gardens must comply with these guidelines.

(ARB approved July 13, 2023)

5.6.12. Lighting. All exterior lighting on any Lot or Dwelling Unit must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Property except the Lot upon which the lighting is erected. The ARB shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the Association, or any governmental entity.

5.6.13. Mailboxes. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner unless the size, location, design, and type of material for such boxes or receptacles shall have been approved by the ARB and such box shall display on the name of the Owner and the street number of the Lot. The ARB may require that all Owners have identical mailboxes. Alternatively, the Declarant or the ARB may select a common mailbox to be used by all Owners. Nothing may be added or attached to the mailbox, paper box, or post supporting the same, including without limitation, flags, signs, flowers, decorations, or license plates.

5.6.14. Utilities and Other Services. No Owner shall contract for or accept service from any refuse and garbage collection service, cable television or master antenna service, or electric, gas, water, sewage disposal or similar service or utility providers except those designated or approved by the Association from time to time. Nothing set forth herein shall obligate the Association to designate or approve any such service or system providers and, in the event that the Association does not do so, the foregoing restriction shall not apply.

5.6.15 Use of Tracts.

a. As set forth on the Plat, Tracts B through L are for recreation, storm water management and pedestrian access and are dedicated to the Association and Tract L is designated as a secondary access for emergency vehicles.

b. Subject to the ability of the Association to hereafter permit additional uses as set forth in paragraph 5.6.15.c, the following provisions shall further restrict the use of these Tracts.

1. Tract B, C and E may be used for recreation, storm water management and pedestrian access.

2. Tracts D, F and J may be used only for pedestrian access.

3. Tracts G, I and K may be used only for recreation.

4. Tract H may be used for pedestrian access and storm water management.

5. Tract L may be used for secondary access for emergency vehicles, recreation, and pedestrian access.

c. Notwithstanding the foregoing restrictions, the Association may hereafter permit additional uses in the foregoing Tracts.

5.7 Leases.

5.7.1. All leases of a Dwelling Unit shall be restricted to residential use. All leases shall be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. Each lease shall contain the following provision (or, if it does not, the following language shall be deemed incorporated in the lease by reference):

> The tenant hereby acknowledges that this lease is subject to the Declaration of Covenants and Restrictions for Irish Acres, that tenant has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to tenant including, without limitation, termination of this

lease without further notice, and personal liability of tenant and lessor for damages, including reasonable attorney's fees.

5.7.2. In the event a tenant or tenant's invitee, guest, or license of a Dwelling Unit occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than three months. The Declaration shall have the right to collect attorney's fees against any occupant or tenant and the Owner of the Dwelling Unit in the event that legal proceedings must be instituted against such occupant or tenant for its eviction or for enforcement of the Declaration.

5.8 **Inspection.** The Owners shall allow the Association or its agents and employees to enter any Lot for the purpose of maintenance, inspection, repair or replace of the improvements within the buildings or the Common Areas or in case of emergencies threatening building or the Common Areas, to determine compliance with this Declaration and the Bylaws of the Corporation. This right of inspection shall be conducted at reasonable hours of the day and after notice, except in cases of emergency threatening other Lots or the Common Area.

(The next Article is Article VI. Stormwater and Management System – Page 29 of 49)