Rainbow Woods

Homeowners Association, Inc.

3346 Augustine Road Spring Hill, Fla 34609

Declaration of Covenants, Restrictions & Conditions

<u>Dated</u>: February 17th 1988

Recorded: February 26, 1988

Amended: December 03, 1991, May 17th 1996

Renewed: May 11th, 2017, Recorded June 13th, 2017

rainbowwoods1988@gmail.com

All Covenants & Restrictions strictly enforced !!

Rainbow Woods Homeowners' Association, Inc.

(A Not – For – Profit Corporation)

3346 Augustine Road Spring Hill, Fla. 34609

Note: The attached Covenants and Deed Restrictions were renewed for a period of Thirty (30) Years at a Special Board meeting held May 11, 2017 and Filed and Recorded on June 13, 2017 with the Hernando County Clerk of the Circuit Court. Book: 3478, Page: 568. These Covenants expire On June 12, 2047.

The Association Mailbox is located on Augustine Road at Doxsey Hill Circle

Contact the Association at : rainbowwoods1988@gmail.com

All Covenants & Restrictions Strictly Enforced!!

RAINBOW WOODS

DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that RAINBOW ASSOCIATES, INC., a Florida corporation, hereinafter referred to as the Developer, being the owner in fee simple of RAINBOW WOODS, a residential subdivision, according to the map or plat thereof as recorded in Plat Book 21, Page 7-14, public records of Hernando County, Florida, states as follows:

WITNESSETH:

WHEREAS, the Developer desires to insure the attractiveness and value of individual homesites in RAINBOW WOODS, and the community as a whole, and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of said property; and

WHEREAS, the Developer has deemed it desirable and appropriate, for the efficient preservation, protection, and enhancement of the values and amenities in RAINBOW WOODS, and to insure the residents' enjoyment of the specific rights and privileges incident thereto, to create an organization to which should be delegated and assigned the powers of owning, maintaining, and administering community facilities, and administering and enforcing the Covenanants and Restrictions, and collecting and disbursing any assessments or charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws of the State of Florida, as a non-profit corporation, RAINBOW WOODS HOME-OWNERS' ASSOCIATION, INC., for the purpose of exercising the aforesaid functions in RAINBOW WOODS, which is hereinafter referred to as the ASSOCIATION;

NOW, THEREFORE, the Developer declares that all of said subdivision is subject to the following covenants, restrictions and conditions, which shall be regarded as covenants running with the land, regardless of whether they are specifically mentioned in any deeds or conveyances subsequently executed:

- RESIDENTIAL USAGE All of the subdivision of RAINBOW WOODS shall be known and described as residential property, and no more than one single family dwelling shall be constructed on any lot, except that more than one lot may be used for one dwelling.
- 2. MEMBERSHIP IN ASSOCIATION Every person or entity who is the owner of record of a fee simple interest in any lot shall be a member of the ASSOCIATION, and shall be bound by the Articles of

Incorporation, Bylaws, Rules and Regulations, and this Declaration of Covenants and Restrictions. Membership shall accrue upon vesting of fee simple ownership, which shall be the sole qualification for membership. When any lot is owned of record in joint tenancy, as tenants in common, or by some other legal entity, membership in the ASSOCIATION shall be joint, and all parties in interest shall be bound by same. Every person, corporation, or other entity purchasing a lot in RAINBOW WOODS shall be conclusively presumed, by the recording of the conveyance of said property to such person, corporation, or other entity, to have agreed to abide by the provisions herein maintained.

- 3. <u>VOTING AND VOTING RIGHTS</u> The voting rights of the membership shall be incident to the ownership of each lot. There shall be two classes of lots:
 - (a) Class I lots All lots except those defined as Class II lots in subparagraph (b) below. Each Class I lot shall entitle the owner(s) thereof to one (l) vote. When two or more persons, or an entity of two or more persons, hold an ownership interest in any lot, the vote for such lot shall be exercised by one of such person as proxy and nominee for all owning an interest in the lot. In no event shall more than the number of votes designated be cast with respect to any lot.
 - (b) Class II lots Those lots owned by the Developer which have not been converted to Class I lots. The Developer shall have five (5) votes for each Class II lot. The Class II lots shall automatically be converted to Class I lots upon conveyance of title by the Developer to any other person or entity.
- 4. LOCATION OF STRUCTURES No dwelling shall be erected nearer than 30 feet to the front line of any lot. No structure shall be erected nearer than a minimum of 10 feet from side lot lines, nor 20 feet from a rear lot line. Accessory structures including utility buildings (constructed in accordance with paragraph eight (8) hereinbelow) and swimming pools with or without a screened enclosure shall be constructed a minimum of five (5) feet from the side and rear lot lines. Developer or its agent reserves the right to vary setbacks, within applicable county requirements, in order to maintain the overall esthetics of the community.
- 5. SIZE OF STRUCTURES Dwellings shall have a minimum square foot living area of 1600 square feet. Minimum square foot living areas are exclusive of screened areas, open porches, terraces, patios, and garages. All residences shall have a two (2) car garage at a minimum, and all driveways shall be concrete. Each residence shall have at least two (2) inside baths. No dwelling of any type shall exceed 2½ stories in height. All construction shall be subject to architectural review in accordance with paragraph sixteen (16) hereinbelow.

- 6. LAWNS AND LANDSCAPING Each residence shall have sodded front, side, and rear lawns, including all rights of way between lot lines and paved roadways, and shall have shrubbery planting in front of the residence. A landscape plan must be submitted and approved by the Developer or its agent prior to occupancy.
- 7. EASEMENTS AND UTILITIES Easements for the installation and maintenance of utilities and drainage facilities on said plat filed in the public records of Hernando County are hereby reserved. Each dwelling unit shall be connected to the franchised central water utility system which is installed in the subdivision. Wells are prohibited except solely for irrigation, sprinkler systems, swimming pools, and air conditioning uses. No structure, planting, or other material shall be placed in such a way as to interfere with the maintenance of utilities or drainage in such easement locations. No curb, drainage structure, water, or sewer lines along any streets shall be altered for any purpose without the written consent of the Developer or its agent. A Municipal Services Taxing District for the street lighting system shall be formed by Hernando County, and each property owner will be assessed, and shall pay, their prorata share of the cost of the street lighting.
- 8. ACCESSORY BUILDINGS No tent, shack, barn, or other outbuildings shall at any time be erected and used, temporarily or permanently, as a residence. Accessory storage buildings shall be of the same quality and material as the residence, shall be of esthetic design, and shall be harmonious with the style of the residence. Any such accessory storage buildings shall be subject to architectural review in accordance with paragraph sixteen (16) hereinbelow. No trailer, mobile home, motor home, manufactured home, and/or recreational vehicle, shall be parked permanently or temporarily as a residence or for any other purpose, on any lots in the subdivision.
- 9. VEHICLES No vehicles may be parked on any part of the property except driveways and streets. No trucks, trailers, or commercial vehicles, vans (other than those primarily used to carry passengers), or recreational vehicles, other than those present on business, may be parked in the subdivision. No such vehicles, including those on legitimate business, shall park overnight in the subdivision. Campers, motorbikes, boats, and boat trailers shall be parked inside garages or concealed from public view. Riding of motorbikes, mopeds, go karts, or similar vehicles, licensed or unlicensed, is strictly forbidden in easement areas, and along rights of way.
- 10. NO TRADE OR COMMERCIAL ACTIVITY No trade, business, or other commercial activity shall be carried on upon any lot, or from

any home constructed in the community, except that real estate brokers, owners, and their agents may show dwellings in the subdivision for sale or lease, nor shall anything be done which may become a nuisance in the subdivision.

- 11. DEVELOPER SALES ACTIVITY Notwithstanding anything to the contrary herein, the Developer, its agents, and assigns, retain the right to use lots and houses for sales offices, models, field construction offices, and related activities, all carried out within the appropriate County ordinances governing same. Further, the Developer shall maintain the right to keep open its sales office seven (7) days per week until all lots in the subdivision are sold and the sales closed.
- 12. LOT UPKEEP AND STORAGE Lot owners shall keep the property in clean and presentable condition, clear of debris, weeds, trash, wrecked or inoperable vehicles, stored materials outside an enclosed structure, and other unsightly conditions. Trash, garbage, or other rubbish shall not be kept except in containers properly concealed from public view. The Association, or its agents or assigns, is authorized to correct such unsightly conditions, including mowing, and the offending owners shall reimburse the Association for actual costs incurred, within ten (10) days after notice thereof. Once billed to the owner, unpaid charges hereunder shall become a lien upon said lot, unless paid within said ten (10) days. By acquiring property subject to these restrictions, each and every lot owner agrees to pay such costs promptly upon demand, consents to the lien rights provided for herein, and authorizes the entry onto such lot by the Association, or its agents or assigns, for these purposes, so that such entry shall not be deemed a trespass.
- 13. FENCES Fencing made of wood materials may be constructed not to exceed six (6) feet in height, and must be stained or painted a color compatible with the color of the house. Hurricane or cyclone type metal fences (chain link) must be vinyl-coated, the color to be approved by the Developer consistent with paragraph sixteen (16) hereinbelow, and shall not exceed four (4) feet in height. No fencing, wall, hedge, or other enclosure will be allowed in front of the front building setback line of any house, and no fence, wall, hedge, or other enclosure of any type shall be permitted between the street right of way and the applicable minimum building setback line. All fences shall be erected so that the finished side faces the outside of the property (i.e., the posts should not be visible to the outside). Prior to the erection of any fence, wall, or other enclosure, a written plan for same shall be submitted to the Developer for architectural review in accordance with paragraph sixteen (16) hereinbelow.
- 14. ANIMALS AND PETS No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot for any purpose, except that cats, dogs, and other household pets may be kept, provided they are not bred or maintained for any commercial purposes, and do not become a nuisance.

- 15. CLOTHES DRYING CONTAINERS AND TANKS Clothes drying poles of umbrella type only are permitted and must be placed in such a manner as to be totally obscured from public view. All trash containers, oil, gas and soft water tanks, pool filters, and similar structures or equipment shall be placed in such a way as to not be visible from the street or from adjacent property.
- 16. ARCHITECTURAL REVIEW Prior to commencement of construction of a residence, accessory storage building, fencing, wall, driveway, paved area, or any other structure, all building plans, including plot or site plan, grading plan, and material specifications, showing the nature, kind, shape, height, materials, square footage, location, and landscaping of same, including color to be used on the exterior of the structure, and window and screening treatments, shall be submitted to the Developer or its agent for approval. Developer shall have the absolute right to approve or disapprove the subject plans based on the following criteria:
 - (a) Harmony of exterior design and color with overall community esthetics;
 - (b) Location of finished grade elevations;
 - (c) Quality of workmanship and selection of materials; and
 - (d) Compliance with these Covenants and Restrictions.

Approval or disapproval by the Developer shall be in writing, and in the event of disapproval, shall specify the nonconforming or offending portion of the plan. The Developer shall promulgate architectural standards for the community known as the "Architectural Review Planning Criteria", which shall be available to each owner prior to home construction. The Developer retains the right to amend the Planning Criteria from time to time, consistent with paragraph twenty-eight (28) hereinbelow.

- 17. TELEVISION AND ELECTRONIC ANTENNAE PROHIBITED No television, radio, or any other electronic antennae or equipment, including satellite dishes, shall be permitted on the exterior of any residence, nor placed on any residential lot.
- 18. MAILBOXES Street mailboxes shall be of the type consistent with the character of the subdivision and shall be placed and maintained to compliment the homes in the neighborhood. Prior to placement of a mailbox, lot owner(s) shall submit a plan for same to Developer in accordance with paragraph sixteen (16) hereinabove regarding Architectural Review.

- 19. <u>SIGNS</u> No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any lot or improvement thereon without the prior review and written consent of the Association, its agents or assigns. However, the Developer shall have the right to place and maintain model homes on the respective lots, and shall further have the right to erect and maintain such directional and advertising signs as the Developer may approve from time to time.
- 20. ASSESSMENTS AND LIENS Each owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association any assessments set by the Association, within the time fixed for payment. Any assessments made shall apply uniformly, with the owner(s) of each lot paying a prorated share. Assessments that remain unpaid after the time fixed for payment shall constitute a lien on the property, which may be evidenced and enforced in the manner provided by Florida law.
- 21. DAMAGE, ALTERATIONS TO SUBDIVISION IMPROVEMENTS No structure shall be erected, placed or permitted and no alterations shall be made or permitted on the property which shall in any way hinder the surface or subsurface drainage of the property. Owners of respective lots shall be directly responsible to the Developer, or its assigns, for damage to subdivision improvements, or damages sustained by the Developer resulting from the actions of employees, agents, or contractors of the owner, or independent contractors furnishing labor or materials to or for said owners.
- 22. MAINTENANCE OF RETENTION AREAS Owners of lots which include or adjoin any drainage and/or drainage retention areas agree that they will at all times: keep that portion of said drainage or drainage retention area, that is a part of or abuts upon, their property, mowed and free from any trash or debris; refrain from building any structure whatsoever into or over said drainage or drainage retention area; abide by any and all laws, ordinances or regulations pertaining to the preservation and conservation of such drainage easement; refrain from diverting the natural flow or natural state of said drainage or drainage retention area.
- 23. MAINTENANCE OF RIGHTS OF WAY Each home owner, in addition to maintaining his or her lot, shall be responsible for the maintenance of property extending from the boundaries of the lot to the street curb, including sidewalks and rights of way.
- 24. SUBDIVISION ENCLOSURE If the Developer should elect to erect a fence, wall, or other enclosure around or on any part of the subdivision, said enclosure will be constructed and erected

according to the specifications of the appropriate governmental body, and each lot owner whose lot includes any such enclosure agrees to maintain, in good, uniform appearance and repair, the portion of said enclosure that is included in his or her propert at his or her sole expense. Said owner(s) shall not change the color of said enclosure without the prior approval of the Developer, in accordance with paragraph sixteen (16) hereinabove, governing Architectural Review. This paragraph shall in no way be construed as placing on the Developer the duty of erecting any enclosure whatsoever around or on any part of the subdivision.

- 25. BUILDER MAINTENANCE Builders, contractors, and subcontractors, while building on any lot in the subdivision, are to keep the premises free of trash, empty bags, brush, and other debris. Each lot owner shall be responsible for ensuring that such builders, contractors, and subcontractors are in compliance, consistent with paragraph twelve (12) hereinabove.
- 26. TERM OF RESTRICTIONS These covenants and restrictions are to run with the land, regardless of whether or not they are specifically mentioned in any deeds or conveyances subsequently executed. The covenants and restrictions recited herein shall be binding on all owners, and all persons claiming under any deeds to Rainbow Woods lots, until January 1, 2018, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years, unless an instrument signed by a majority of then existing owners has been recorded, agreeing to change, alter, or rescind said restrictions, in whole or in part.
- 27. ENFORCEMENT If any person, firm, or corporation, or their heirs or assigns, shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Developer, its agents or assigns, or for any persons owning any lot in the subdivision, to prosecute any proceeding at law or in equity against the person, firm, or corporation, or its assigns, violating or attempting to violate any of these covenants and restrictions, including action by injunction, to enjoin the violation or attempted violation, and an action to recover damages, including reasonable attorneys' fees incurred in prosecuting any such action. The issuance of a building permit, or any other governmental action which could be construed as acquiescing in any violation or attempted violation, which action may be in contravention of these provisions, shall not prevent enforcement thereof.
- 28. AMENDMENTS AND VARIATIONS The Developer reserves the right and authority in its sole discretion, to approve reasonable exceptions and variations from these restrictions without notice or liability to the owners of other lots, or any other persons whatsoever, so long as that exception or variance is based upon facts and circumstances wherein the literal enforcement of these

restrictions would cause an undue burden on the owner. The Developer further reserves the right and authority to amend these restrictions, with the consent of then existing lot owners. However, all exceptions, variations, or amendments shall be consistent with, and shall promote the general plan of, residential development as set forth in these restrictions.

29. SEVERABILITY - Invalidation of any of these provisions by court order shall not affect any other provisions hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have set our hands and seals this 17th day of February , 1988.

Signed, Sealed and Delivered in the

Presence of:

RAINBOW ASSOCIATES, INC.

William G. Kelly

President

Robert

Secretary

STATE OF FLORIDA COUNTY OF PINELLAS

I HEREBY CERTIFY that before me, a Notary Public in and for the State of Florida, personally appeared William G. Kelly, President,

and Robert J. Kelly, Secretary, of RAINBOW ASSOCIATES, INC., a Florida corporation, to me well known to be the persons described in and who executed the foregoing Declaration of Covenants and Restrictions for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 17th day of February , 1988.

Notary Public

My Commission Expires:

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Prepared By and Return To: WILLIAM T. CHARNOCK, III 13127 SPRING HILL DRIVE SPRING HILL, FLORIDA 34609 (352)683-0612 ** OFFICIAL RECORDS **
BK: 1068 PG: 370
FILE# 96-018398
HERNANDO COUNTY, FLORIDA
RCD May 17 1996 08:47am
KAREN NICOLAI, CLERK

AMENDMENT TO PARAGRAPH 17 OF THE RAINBOW WOODS DECLARATION OF COVENANTS AND RESTRICTIONS

television, radio, or any other electronic antennae or equipment, including satellite dishes which exceed eighteen (18) inches in diameter, shall be permitted on the exterior of any residence, nor placed on any residential lot. Any satellite dish installed that is within the maximum size allowed shall be installed on the side or back of the home, whichever is less noticeable to the public. Before any satellite dish is installed, the type of satellite dish and its proposed location must be submitted to the Board of Directors.

Signed, Sealed and Delivered in the Presence of:

Triess Signaguije

Witness Printed Name

Witness Signature

ALCARITA MANAGEMENT

Witness Printed Name

Corporate Seal

RAINBOW WOODS HOMEOWNERS' ASSOCIATION, INC.

PATRICIA DESERTO, President

BY: MONG HOLD URSULA GRELLA, Secretary

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INSTR #2025003613 BK: 4512 PG: 1089 Page 1 of 4 FILED & RECORDED 1/13/2025 12:01 PM LMT Deputy Clk Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court Rec Fees: \$35.50

Prepared by and return to:

Rainbow Woods Homcowners Association 3346 Augustine Road Spring Hill, FL 34609



AMENDMENTS TO THE RAINBOW WOODS DECLARATION OF COVENANTS AND RESTRICTIONS

I. AMENDMENT TO PARAGRAPH 9 OF THE RAINBOW WOODS DECLARATION OF COVENANTS AND RESTRICTIONS

9. VEHICLES – No vehicles may be parked on any part of the property except in garages or on driveways or streets. Street parking is discouraged, and vehicles parked on streets should not be parked in a manner so as to block driveways, mailboxes, or safe passage of other vehicles and pedestrians. No commercial vehicles other than those present on business, may be parked in the subdivision except in an enclosed garage. No such vehicles, including those on legitimate business, shall park overnight in the subdivision except in an enclosed garage. Commercial vehicles include semi-trucks. No trailers, buses, motor homes, recreational vehicles, minibikes, go-karts, non-motorized vehicles, all-terrain vehicles, machinery or equipment, dilapidated, unlicensed or inoperable vehicles, oversized vehicles, personal watercraft, boats, boat trailers, or any other vehicles other than private passenger vehicles, shall be parked anywhere in the community except inside garages or concealed from public view. Riding of minibikes, go karts, or similar vehicles, licensed or unlicensed, is strictly forbidden

II. AMENDMENT TO PARAGRAPH 10 OF THE RAINBOW WOODS DECLARATION OF COVENANTS AND RESTRICTIONS

10. NO TRADE OR COMMERCIAL ACTIVITY; LEASING; CCUPANCY.

- (a) Use. No trade, business, or other commercial activity shall be carried on upon any lot, or from any home in the community, except that real estate brokers, owners, and their agents may show dwellings in the subdivision for sale or lease, nor shall anything be done which may become a nuisance in the subdivision.
- (b) Leasing. No Owner shall rent or lease their Lot or Dwelling during the first twelve (12)

Initials

President

Secretary

months after the Owner acquires an ownership interest in the Property. The foregoing restriction shall not apply to a (i) conveyance completed for purposes of an individual's estate planning; (ii) conveyance completed as part of a dissolution of marriage; (iii) conveyance that occurs pursuant to the administration of a trust or probate proceedings; (iv) judicial foreclosure sale or deed in lieu of foreclosure; (v) a property owned by the Association. All leases shall be for a term of not less than six (6) months. Subleasing or leasing less than the entire Lot and Dwelling is prohibited. The leasing of individual rooms is prohibited. The advertising, leasing or use of a Dwelling or Lot as a hotel, motel, vacation rental or residence (such as AirBnB or VRBO), temporary housing, bed and breakfast, or similar facility for temporary lodging purposes of any kind is prohibited. Advertising or using a Lot or Dwelling for such short term, transient, or temporary lodging or vacation rental purposes, or for any purpose other than Single Family Residential Use, is prohibited and shall be a violation of this Declaration.

(c) Limitation on Occupancy. Effective on the date of the recording of this amendment, no Lot or Home subject to this Declaration shall at any time, temporarily or permanently, be occupied by a "sexual offender" or "sexual predator" (as those terms are defined in Sections 775.21 and 943.0435, Florida Statutes, as amended or renumbered from time to time). Any sexual offender or sexual predator properly residing in a Dwelling on a Lot subject to this Declaration at the time of the adoption of this amendment shall be permitted to continue in residence despite the foregoing limitation.

III. AMENDMENT TO PARAGRAPH 13 OF THE RAINBOW WOODS DECLARATION OF COVENANTS AND RESTRICTIONS

13. FENCES – Fencing made of wood or vinyl materials may be constructed not to exceed six (6) feet in height. Wood fencing must be stained or painted a color compatible with the color of the house. Vinyl fencing must be white or other color approved by the Board or the Architectural Committee. Hurricane or cyclone type of metal fences (chain link) must be vinyl-coated, the color to be approved by the Board of Directors consistent with paragraph sixteen (16) hereinbelow, and shall not exceed four (4) feet in height. No fencing, wall, hedge, or other enclosure will be allowed in front of the front building setback line or any house, and no fence, wall, hedge, or other enclosure

Initials

President

Secretary

of any type shall be permitted between the street right of way and the applicable minimum building setback line. All fences shall be erected so that the finished side faces the outside of the property (i.e., the posts should not be visible to the outside). Prior to the erection of any fence, wall, or other enclosure, a written plan for the same shall be submitted to the Board or the Architectural Committee for architectural review in accordance with paragraph sixteen (16)

IV. AMENDMENT TO PARAGRAPH 28 OF THE RAINBOW WOODS DECLARATION OF COVENANTS AND RESTRICTIONS

28. <u>AMENDMENTS AND VARIATIONS.</u> This Declaration may be amended by the affirmative vote of at least fifty one percent (51%) of the voting members entitled to vote and voting in person or by proxy at a duly noticed membership meeting. Members may vote for a proposed amendment to this Declaration in person, by proxy or by electronic means authorized by the Board, at any regular or special meeting of the membership duly called and convened for the purpose of making such an amendment.

Rainbow Woods Homeowners

Association, Inc.

Eric Goucher, President

Pat McNiff, Vice President

Robin Curtis, Secretary

Alita Wright, Treasurer

Angela Walsh, Director