

Carolyn Adams-Pinion

From: Denise B. Hernandez
Sent: Friday, September 04, 2009 11:08 AM
To: Debra M. Zampetti
Cc: Carolyn Adams-Pinion
Subject: FW: PETITION BEING PRESENTED TO THE PC
Importance: High

SE6882 - CHRITINE L TRINSKI AND JOHN P FELLOWS

Please remove this item from the consent agenda. Just got off the phone with Jennifer Jackson (attorney representing the CDD) who will be attending the PC meeting regarding objection to this. According to her email she will be providing us with an objection letter to be presented to the PC by this afternoon.

Thanks,

Denise Hernandez
Planner I
Zoning/Code Compliance
7530 Little Road, Suite 323
New Port Richey, FL 34654
dbhernandez@pascocountyfl.net
727-847-8132 ext. 8413
1-800-368-2411 ext. 8413

"Bringing Opportunities Home"



Before you print this email or attachments, please consider the environment.

From: Jennifer Edison [mailto:JEdison@cameron-santiago.com]
Sent: Friday, September 04, 2009 11:01 AM
To: Denise B. Hernandez
Subject: RE: PETITION BEING PRESENTED TO THE PC

Denise,
Thank you so much. Just wanted to confirm I'd received both the petition and the attorney's opinion letter. I am currently working on our response and will have that to you this afternoon.

Thanks again,

Jennifer Jackson
Associate
Cameron & Santiago, PLLC
240 Apollo Beach Blvd.
Apollo Beach, FL 33572
(813) 645-8787
(866) 674-0164
www.law-cameron.com

From: Denise B. Hernandez [mailto:dbhernandez@pascocountyfl.net]
Sent: Friday, September 04, 2009 10:51 AM
To: Jennifer Edison

9/8/2009

Subject: PETITION BEING PRESENTED TO THE PC

Thanks,

Denise Hernandez

Planner I

Zoning/Code Compliance

7530 Little Road, Suite 323

New Port Richey, FL 34654

dbhernandez@pascocountyfl.net

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9/8/2009

CAMERON & SANTIAGO, PLLC

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September 4, 2009

Pasco County Planning Board
37918 Meridian Ave.
Dade City, FL 33525

RE: Meadow Pointe II - 30301 Glenham Court
Petition No.: ~~6882~~

Dear Members of the Board:

Please be advised that this office is legal counsel for Meadow Pointe II Community Development District (hereinafter the "CDD"). We have been made aware that a homeowner within the CDD has petitioned the County for a special exception for a home occupation for pet grooming (Petition #6882) and this petition is being presented to the Planning Board on Tuesday, September 8, 2009.

Approval of this proposed special exception would be contrary to the governing documents of the CDD. This home is located within the Glenham community, which has a Declaration of Restrictions which were executed on August 23, 2001 and recorded in the Pasco County Official Records Book 4708, Page 1521. Attached to this letter as Exhibit "A" is a copy of the Glenham Declaration of Restrictions (hereinafter the "Declaration"). Point 1 of the Declaration states, "No lot or parcel shall be used except for residential purposes..." Glenham Declaration of Restrictions, Point 1, Page 1. Clearly using the home, even partially, as a dog grooming business would be a violation of the Declaration. In addition, Point 8 of the Declaration states that animals shall not be raised, bred, or kept for commercial purposes. Glenham Declaration of Restrictions, Point 8, Page 2. While it is true that these animals would not be living on the property indefinitely, they will presumably be kept on the property after their grooming appointment until their owner is available to pick them up, and will need to be cared for during that time. Thus they would indeed be "kept" on the property for commercial purposes. Finally, Point 6 of the Declaration states "No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood." Glenham Declaration of Restrictions, Point 6, Page 2. A dog grooming business, with clients coming and going during the day and dogs being dropped off and picked up, does have the potential to become a nuisance and annoyance to the neighborhood as a whole, what with increased traffic and animal barking. According to Nitram Chemicals, Inc. v. Parker, 200 So.2d 220, Fla.App. 1967, a nuisance is an unreasonable interference with the use and enjoyment of land. To determine whether an activity is considered a nuisance, the surrounding area must be considered. Property owners are allowed to put their property to "any reasonable and lawful use" so long as such use does not deprive an adjoining landowner of their own right to enjoy their property. The residents of Glenham have the right to enjoy their property and not to be concerned about dogs barking and increased traffic to the neighborhood due to this business. The neighborhood was conceived as and has always been for residential purposes only, and each resident purchased their

home on the knowledge that this was a residential area. It would be a violation of their own rights to enjoy their residential home to allow such a business to take place in a neighborhood that is clearly residential in nature.

In addition to the Declaration, the CDD has been granted authority from the State of Florida to enforce the covenants and restrictions within the Declaration. Attached as Exhibit "B" is House Bill No. 827, which was approved by the Governor on June 23, 2004 and states specifically that the CDD shall have the authority to enforce their deed restrictions and redress failures or refusals to comply with such restrictions.

According to Pasco County Land Development Code Article 300, Subsection 303.4.3, a special exception may be approved if certain conditions are met. I would like to address each of these conditions in turn:

1. That the request is consistent with the goals, objectives, and policies of an adopted comprehensive plan, element, or portions thereof

As the request itself is contrary to the Declaration, which provides that property shall be used for residential purposes only, it is inconsistent with the adopted comprehensive plan of Meadow Pointe II Community Development District.

2. That adequate ingress and egress exists, or will be provided, to the property for which the special exception has been requested and that such ingress and egress will provide pedestrian safety, safe traffic flow, access in case of fire, and convenience.

Extra traffic coming and going could inconvenience other residents of the neighborhood and create a safety hazard should this extra traffic not abide by stated speed limits. In addition, adequate access is unavailable due to the community being a gated neighborhood with access for residents and guests only. Access for commercial purposes is limited to service vehicles only.

3. That the applicant has made adequate provisions for off-street parking and loading areas, where required.

It would appear from the notation on the petition to be presented to the Planning Board that the homeowners are required to provide two extra off-street parking spaces in addition to their own driveway. Under the Declaration, each homeowner has the duty to upkeep their property so that it does not fall into disrepair or accumulate unsightly debris. Should these off-street parking spaces be on the lawn itself, the tire tracks in the grass and potential dirt and other debris kicked up by tires would be both unsightly and a violation of said covenant. Glenham Declaration of Restrictions, Point 19, Page 4. In addition, the creation of two additional concrete parking spaces on the lot would constitute an exterior architectural change to the lot, of which the homeowners state on their petition that there will be no exterior changes. Petition #6882, Page 1. The addition of extra parking would be a permanent change to the lot and thus, if approved, would not be easily removed should the homeowners decide to discontinue their business and/or sell their home. And as Glenham is allowed a two-car garage only, it would seem unlikely that such a variance on the lot would be approved by the Community Development District. Glenham Declaration of Restrictions, Point 2, Page 1. Finally, there is a question as to whether the additional parking would trigger a need for ADA-approved parking spaces for individuals with disabilities. Ordinarily, the ADA does not apply to private residences, but this residence would be being used not only for a residence but also a business. This would raise other violations of the Declaration, including those relating to signs (Glenham Declaration

of Restrictions, Point 9, Page 2). Thus the required adequate parking would be in violation of the Declaration.

4. That the requested special exception will not result in any substantially adverse economic, noise, glare, or odor effects on adjoining or surrounding properties.

As discussed previously regarding the Declaration's restrictions on nuisance and annoyance, this special exception would result in additional noise from dogs barking, traffic flow of clients coming and going, and potential odor issues from dog defecation.

5. That adequate provision for refuse collection and service will be provided for the requested special exception use.

There are no noted provisions in the Petition for refuse collection and service.

6. That there are adequate utilities, such as water, sewer, and electric that will be available to service the site.

There are no noted provisions in the Petition for additional utilities.

7. That the special exception use is, or will be, screened and buffered if necessary in order to prevent adverse effects upon adjoining or surrounding property.

While the actual business of dog grooming will take place indoors, there is no way to adequately screen or buffer the potential noise of dogs barking from the adjoining properties.

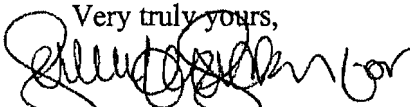
8. That signs, if any, and proposed exterior lighting used in conjunction with the special exception use will not create any adverse glare, traffic safety, economic, or other significant problems on adjoining or surrounding properties.

As previously discussed, signs are heavily restricted in the CDD, and any signs advertising business would be prohibited.

9. That there is adequate yard and open space to serve the property upon which the special exception use will be maintained.

Currently, as the homeowners would be required to build parking on their lot in addition to the driveway which already exists, there is a high potential that the lot itself lacks adequate space to serve the property without encroaching on the surrounding lots.

In conclusion, we must recommend that the Planning Board deny this special exception as it would violate the Glenham Declaration of the CDD, and as such the homeowners would not be permitted to make such use of their property. In addition, it would be inconsistent with Pasco County Land Ordinance 303.4.3.

Very truly yours,

Roland Santiago



Rpt: 525400 Rec: 42.00
 DS: 0.00 IT: 0.00
 08/31/01 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
 08/31/01 12:35pm 1 of 9
 OR BK 4708 PG 1521

R Prepared by & return to:
 Trout Creek Properties LLC
 P.O. Box 271772
 Tampa, FL 33688

DECLARATION OF RESTRICTIONS

Declaration of covenants and restrictions made this 23 day
 of AUGUST, 2001 by TROUT CREEK PROPERTIES LLC, a Delaware
 limited liability company ("Developer"), the owner of all the
 right, title, and interest, both legal and equitable, in and to the
 property situated in Pasco County, Florida described in (the
 "Property") Exhibit "A" attached hereto and herein incorporated by
 reference, and

W I T N E S S E T H:

WHEREAS, the Property is part of a larger master planned
 community in Pasco County, known as Meadow Pointe, which is more
 particularly described on Exhibit "B" attached hereto and herein
 incorporated by reference (the "Meadow Pointe Community").

WHEREAS, the Developer, as owner of the Property in order to
 protect the health and welfare of the public, to protect the
 property values and maintain the attractiveness of the Property and
 the Meadow Pointe Community, desires to impose certain covenants
 and restrictions on the use of the Property.

NOW, THEREFORE, it is declared that the Property shall be
 subject to the following covenants and restrictions which are to
 run with the land and are and shall be binding for the period set
 forth hereinafter:

1. No lot or parcel shall be used except for residential
 purposes. No building shall be erected, altered, placed or
 permitted to remain on any lot other than one single family
 dwelling not to exceed two stories in height with a private two-car
 garage and one utility building, or a builder's temporary
 structure.

2. No structure of a temporary character, trailer, tent,
 shack, garage, or other outbuilding shall be used on any lot at any
 time as a residence, temporarily or permanently. No structure may
 be erected on any lot for other than residential purposes except a
 private garage and one utility building, or a builder's temporary
 structure.

3. The living area of the main structure, exclusive of
 garages, shall not be less than 1450 square feet. Any addition
 shall be of the same kind of material as is used in the main
 structure, shall conform architecturally with the main structure,
 and shall be subject to prior review and approval by the Developer
 in accordance with paragraph 22 hereof.

4. No dwelling shall be constructed on a plot having an area of less than 5900 square feet. Front, rear and side setback requirements, as established by County ordinance in effect at the time of construction, shall be complied with, provided however, that in no event shall any building be erected closer than 18 feet to the front lot line, or closer than 13 feet to the rear lot line or closer than five feet to any interior side lot line. No building situated on a corner lot shall be erected closer than 18 feet to any street right-of-way.

5. No garage or structure other than a builder's temporary structure shall be erected on any lot prior to the construction of a dwelling. If a garage or utility building is built either simultaneously with or subsequent to the construction of the dwelling, the garage shall be of the same kind of material as the construction of the dwelling. The garage or utility building shall conform architecturally with the dwelling. The garage shall accommodate two cars unless the Developer, at its option and in its sole discretion, elects to permit the construction of a one car garage.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. No structure shall be moved onto any lot or parcel in the area covered by these restrictions, except temporary buildings used by a builder in connection with construction work, and permitted utility buildings.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. However, no more than four household pets shall be permitted.

9. No sign of any kind shall be displayed to the public view on any lot except for one professionally lettered sign not more than two feet square in size advertising the property for sale or rent, and except for signs used by a builder to advertise the property during the construction and sales period. No pool signs shall be permitted.

10. No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar structures or installations shall be placed under the surface of the ground or walled-in areas or screened with fencing or shrubbery so as to not be visible from the street or objectionable to adjacent residences.

11. No chain link fences shall be permitted. No fence or part thereof may be placed any closer to the street than a dwelling

could be placed on the same lot, except as may be required by FHA/VA or other governmental regulation. No fence situated on a corner lot shall be erected closer than 20 feet to any street right-of-way. (Refer to paragraph 22 for additional information concerning fence construction.)

12. Gravel-type roofs may not be used except on flat roof surfaces.

13. Simultaneously with the construction of a dwelling on any lot, a four-foot wide cement sidewalk shall be installed at the expense of the lot owner according to the specifications of Pasco County, Florida, the line and grade of said sidewalk to be in accordance with site plan approved by Developer.

14. Each lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from refuse, debris, unsightly growth and fire hazard.

15. Easements for drainage, entry walls, and/or for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or the entry walls or which may impede the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utilities company is responsible. The owners of lots abutting drainage retention ponds owned by the Meadow Pointe II Community Development District, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes (the "District"), or their successors or assigns, shall be responsible for mowing and routine maintenance of the adjacent drainage retention ponds provided, however, that the District shall be responsible for maintaining all stormwater management improvements constructed in such areas.

16. In connection with the development of any lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation or fill or clear cutting of trees shall be performed in violation of law.

17. No boat, boat trailer, camper, mobile home, travel trailer, van or truck with a capacity in excess of one ton, trailer, or other similar motor vehicle shall be permitted to remain on any lot or public street unless inside a garage or otherwise parked, stored or located in such a manner and location on a lot so as not to be visible from the public streets or neighboring lots.

18. Exterior Attachments: A standard mailbox approved by the Developer shall be installed and maintained on each lot within the Meadow Pointe Community, including the Property. In the event a mailbox is damaged or destroyed, it shall be repaired or replaced, as the case may be, so as to conform with such standard mailbox. No clothesline, or clothes-hanging devices exterior to a residence, and no exterior radio, television, electronic or like antennas, aerials, transmission or receiving tower(s) apparatus or devices or other similar or dissimilar exterior attachment shall be installed, permitted, or located on any lot in such a manner or location as to be visible from the public streets or neighboring lots.

19. No stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, no furniture or appliances designed for normal use or operation within (as distinguished from outside of) dwellings, shall be parked, permitted, stored or located upon any lot in such a manner or location as to be visible to any other lot or from the street. No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such state for more than six months from the time of such destruction. If reconstruction or repair of any such buildings or improvement is not so commenced within six months, the owner thereof shall raze or remove the same promptly from such owner's lot. All lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. Every building, structure or other improvement, the construction of which is begun on any lot, shall be diligently and continuously prosecuted after the beginning of such construction or placement and the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God or similar causes within 12 months from the date of commencement of construction thereof.

20. Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its successors or assigns or its or their contractors, or subcontractors, from doing or performing on all or any part of the properties owned or controlled by Developer, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the Property, including without limitation:

a. erecting, constructing, and maintaining thereon, such structures as they determine necessary for the conduct of Developer's business of completing development of the Meadow Pointe Community and disposing of the same in lots by sale, leases, or otherwise; or

b. maintaining such sign or signs thereon as may be

reasonably necessary in connection with the sale, lease, or other transfer of the properties in lots.

21. Developer, or the District, may place, build, erect and/or install wall(s) and/or fence(s). No lot owner, or other person without the express written consent of the Developer and the District, or their respective successors or assigns, shall paint, deface, alter the appearance, change or renovate, such wall(s) or fence(s) in any manner whatsoever, nor shall any attachments be made thereto of any nature. It is intended that once such wall(s) and/or fence(s) is originally constructed, no lot owner or other person shall change the architectural or visual appearance, or affect the structural integrity, of such wall(s) or fence(s).

22. Developer, in order to preserve and maintain the aesthetic qualities of the Meadow Pointe Community shall have architectural control with respect to all buildings and improvements constructed on any lot including swimming pools, pool enclosures, outbuildings, sheds, fences, etc. The owner of any lot, therefore, shall provide Developer with preliminary artist renderings of the elevations of the buildings to be constructed on the lot along with the site plans showing locations of all buildings prior to any construction. It is understood that the site plans shall be consistent with the approved zoning then existent for the Property. Developer shall have a period of two weeks from receipt of said documents in which to approve the renderings and site plan. Said approval shall not be unreasonably withheld and should Developer disapprove, it shall do so in writing within the time provided, and shall specify with reasonable particularity the reasons for disapproval. Such disapproval shall not, at any time, limit the owner's right to resubmit renderings and site plans until same are approved by Developer in the reasonable manner required hereunder. Should Developer fail to respond to a submittal of a rendering and/or site plan within the time required, then Developer shall be conclusively presumed to have approved same. Upon approval of said renderings and/or site plan the owner may proceed with the construction of improvements as long as the final plans for same are in substantial accordance with those which have been previously submitted to the Developer.

23. The area(s) shown as "conservation areas" on the recorded plat of the Property subject to this Declaration shall be left to remain and survive intact, in its present, natural condition and state. The disturbance in any manner of the existing natural condition, character and state of the "conservation areas," or the vegetation thereon, or the ecology, topography or bionomics thereof, is absolutely prohibited. It is the intention of the undersigned that the "conservation areas" shall not be changed, disturbed, used, affected or molested in any manner whatsoever, except as permitted or required by law.

24. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants and restrictions are recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots within the Property has been recorded, agreeing to change said covenants and restrictions in whole or in part.

25. If any person shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for any other person or persons owning any real property which is subject to this Declaration or any person or persons owning real property elsewhere in the Meadow Pointe Community, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions to prevent him or them from so doing and/or to recover damages for such violations. In connection with any proceedings to enforce these restrictions, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

26. Invalidation of any one of these covenants, or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

27. It shall be the responsibility of each lot owner within the Property at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4 F.A.C., approved and on file with the Southwest Florida Water Management District ("SWFWMD") Brooksville Regulation Department.

28. It is the lot owner's responsibility not to remove native vegetation (including cattails) that become established within the required littoral zones of wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, and cutting. Lot owners should address any question regarding authorized activities within the wet detention pond to SWFWMD, Brooksville Regulation Department.

29. No lot owner within the Property may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the SWFWMD, Brooksville Regulation Department.

30. To maintain property values and the attractiveness of the entire Meadow Pointe Community (including the Property), the Developer shall have the right, but not the obligation, to institute appropriate legal proceedings to enforce these covenants and restrictions for a period of ten years from the date hereof

without regard to whether the Developer then owns any part of the Property. Further, the Property lies within the boundary of the District, and to the extent permitted by applicable law, the Board of Supervisors of the District shall have the right, but not the obligation, to institute appropriate legal proceedings to enforce these covenants and restrictions, even if the District does not own any of the Property.

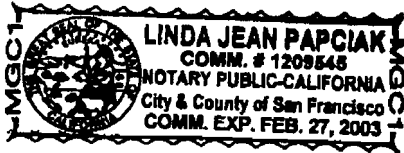
IN WITNESS WHEREOF, the party hereto has caused these presents to be executed in its Company name, by its officers duly authorized, the date and year first above written.

TROUT CREEK PROPERTIES LLC

Stuart B. Aronoff
By Stuart B. Aronoff
Typed Name STUART B. ARONOFF
Title VICE PRESIDENT

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

The foregoing instrument was acknowledged before me this 23rd day of August, 2021, by STUART B. ARONOFF, the VICE PRESIDENT of Trout Creek Properties LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me; ~~or has produced~~ _____ (type of identification), ~~as identification and who did~~ (did not) take an oath.



Linda Jean Papciak
signature of person taking acknowledgment

LINDA JEAN PAPCIAK
(Typed, printed or stamped name of acknowledger)

Commission Number: 1209545

Notary Public, State of CALIFORNIA
My Commission Expires: 2/27/23

EXHIBIT "A"

OR BK **4708** PG **1528**
8 of 9

All lots lying within MEADOW POINTE PARCEL 15, UNIT 2 REPLAT,
as per map or plat thereof recorded in Plat Book 41, Pages 141
through 146, of the Public Records of Pasco County, Florida.

EXHIBIT "B"

OR BK 4708 PG 1529
9 of 9

MEADOW POINTE

DESCRIPTION: All of Sections 31, 32, and 33, Township 26 South, Range 20 East, Pasco County, Florida

- LESS - The Southeast 1/4 of the Southeast 1/4 of said Section 33.
- LESS - The Southwest 1/4 of the Southeast 1/4 of said Section 33.
- LESS - The triangular Southwest 1/2 of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 33.
- LESS - The East 1/2 of the Southeast 1/4 of the Southwest 1/4 of said Section 33.
- LESS - The triangular Southeast 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 33.
- LESS - The right-of-way for County Road No. 581.
- LESS - Tanglewood Village, Phases 1 and 2.

Containing 1725.5 acres, more or less.

CHAPTER 2004-417

House Bill No. 827

An act relating to Meadow Pointe and Meadow Pointe II Community Development Districts, Pasco County; requiring owners to submit building plans to the district board under certain circumstances; permitting architectural review by each district board; providing for the enforcement of deed restrictions within each district; providing penalties; excluding certain villages from the provisions of this act; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Notwithstanding any other provision of law, the owner of a residential property within the Meadow Pointe Community Development District established by Pasco County Ordinance 91-15 and Meadow Pointe II Community Development District established by Pasco County Ordinance 94-13, when erecting any new building or making alterations or additions to any existing building on a residential parcel, must submit the plans as they relate to the appearance, color, texture of materials, and architectural design of the exterior to the appropriate district governing board, and the respective board shall approve the plans or recommend modifications to the plan within 30 calendar days after receipt thereof, said approval and recommendations to be based upon judicially reviewable standards which each board is authorized to adopt by rule. If modifications are recommended, the owner must then resubmit the amended plan to the district governing board for approval and, if agreement cannot be reached, may apply to the court of appropriate jurisdiction for relief.

Section 2. Notwithstanding any other provision of law, each district governing board may enforce deed restrictions within its respective district and actions at law or in equity, or both, may be used to redress alleged failure or refusal to comply with said restrictions and may levy fines and suspend the use of rights in accordance with the provisions of section 720.305(2), Florida Statutes, as may be amended from time to time, when its rules so provide.

Section 3. The Villages of Longleaf, Lettingwell, Vermillion, Covina Key, and Sedgewick which are within the Meadow Pointe II Community Development District and which have mandatory homeowners' associations are excluded from the provisions of this act.

Section 4. This act shall take effect upon becoming a law.

Approved by the Governor June 23, 2004.

Filed in Office Secretary of State June 23, 2004.