ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE Xl

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property, and interest, costs, and reasonable attorney's fees of any such action shall be added to •the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31 st day of December of every year.

ARTICLE 

MAINTENANCE OF LOTS

Section l . EXTERIOR RESIDENCE/STRUCTURES. Each Owner shall maintain all structures located on his Lot in accordance with the following:

1. Exterior paint shall not be faded, weathered, flaking, peeling, cracking or chipping from structure. The Owner will be responsible for repainting, retaining, and/or cleaning of the exterior paint in the event of the above-mentioned conditions. All exterior paint colors to be applied to any structure on the Lot must be submitted to and approved by written approval by the Association's Architectural Committee or Board of Directors before painting of said structure can occur. If the Owner does not obtain the written approval as provided above, the Owner will be responsible for repainting over any color not approved by the Association's Architectural Committee or Board of Directors with a color approved by the Association's Architectural Committee or Board of Directors.

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1. Visible, structural damage/degradation of any structural materials on any existing structure shall be replaced by suitable structural materials.
2. No fence, wall, or other structure of any type exceeding a height of six (6) feet above the finished graded surface of the ground upon which it is located, shall be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Association's Architectural Committee or Board of Directors.
3. No tent, shack, trailer, house trailer, basement, garage, or other outbuilding shall at any time be used on any Lot as a residence temporarily or permanently and no building or dwelling of temporary character shall be permitted, except as follows: Buildings necessary for construction and/or not intended for living accommodations may be erected and maintained on the Lot during the course of construction.
4. No recreational vehicle may be used as a residence temporarily or permanently, on any Lot or on any street within the subdivision.
5. Any and all changes, additions, deletions, and/or construction on any Lot must be submitted to and approved by written approval by the Association's Architectural Committee or Board of Directors before any and all changes, additions, deletions, and/or construction can start.
6. All garages must have overhead garage doors, which shall be maintained in a useful and operational condition and shall be kept closed when not in use.
7. Mildew, dirt and other discolorations must be removed from all areas visible from the street of any adjacent Lot of all structures of a Lot, including, but not limited to roofs, fences, walls, siding, chimneys, sidewalks, driveways, and garage doors.

 Section 2. LOT MAINTENANCE.

1. Lawn height must be kept under four (4) inches. The Association shall have the right to hire a landscape contractor to mow any homeowner's lawn that is in excess of four (4) inches. The Association shall have the right to bill such Owner for said upkeep, such bill shall be treated as an assessment and will be due within thirty (30) days. Lawn must be maintained to present basic green color. Lawn must be maintained to prevent open dirt areas.
2. Dead trees or dead shrubbery must be removed from Lot.
3. No existing tree greater than six (6) inches caliper, measured four and one-half (4 1/2) feet above the ground, shall be removed from any Lot for any reason without written approval by the Association's Architectural Committee or Board of Directors, except for disease or damage from wind/lightning and poses a risk to person or Property, or said tree directly interfere with the erecting or placing of the living unit on said Lot.

 (d) No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Association's Architectural Committee or Board of Directors.

1. Each Lot and all improvements and landscaping thereon shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush, or other unsightly growth and no trash, rubbish, refuse, debris, or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot. In the event as Owner of any Lot shall fail to maintain the premises and improvements situated thereon in such a manner, the Owner shall be notified and given seven (7) days within which to correct or abate the situation. If the Owner fails to do so the Association shall have the right (although it is not required to do so) to enter upon the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance, and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through including those incurred prior to instituting legal action through all appellate levels, shall thereupon constitute a continuing lien upon the Lot.

Section 3. TRASH.

(a) All trash, garbage, rubbish, and/or other waste containers shall be concealed from public view.

 All trash, garbage, rubbishy and/or other waste shall be concealed from public view.

1. All trash, garbage, rubbish, and/or other waste shall be put out for collection only on the specified collection days reported by the collection agency.
2. No Lot may be used to store trash, garbage, rubbish, and/or other waste.

Section 4. COMMERCIAL ACTIVITY. No trade, business, profession or other type of commercial activity shall be caried on upon any Lot, except that real estate broker, Owners and their agents may show dwellings in the subdivision for sale, lease, or rent and home-based offices shall be permitted on the property as long as such home„based offices do not interfere with the health, welfare, safety and daily life of residents. Such home„basecl offices and business are allowed provided that no merchandise, equipment or stock used for any business be stored or maintained on said property or any part thereof, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, crematory, cemetery, radio tower, auto camp or auto repair facility, hospital, public baths, school, kindergalten, nursery school, sanitarium, asylum, or institution, and no noxious dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, calTied on, permitted or conducted on said property, or any part thereof, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

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 Section 5. VEHICLES.

1. No vehicle shall be parked in the subdivision, except on a paved street, paved driveway, or in a garage,
2. Boats, boat trailers, any pull behind or tow trailer, campers, panel truck, motor homes, and/or other recreational vehicles shall be parked concealed from public view.
3. No semi-trucks, tractor-trailer trucks, towing vehicles shall be stored or parked on any Lot.
4. No disabled vehicles or vehicles without tags shall be stored on a Lot.
5. No recreational vehicle may be used as a residence temporarily or permanently, on any Lot or on any street within the subdivision.

Section 6. EXTERIOR LIGHT FIXTURES. Any exterior lighting fixtures installed on any Lot or residential dwelling must be adequately shielded to keep from being an annoyance to the residents of adjacent Properties.

Section 7. UTILITY AND DRAINAGE EASEMENTS. Easements of installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, 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 which may change the direction of flow or drainage in the easements. 

Section 8. EXCAVATIONS. No excavations for stone, gravel, and dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings, walls, foundations, structures and other appurtenances, plans and specifications for which excavations have been approved in writing by the Association's Architectural Committee and/or Board of Directors. Excavations may be made for swimming pools and landscaping without said

Committee or Board approval, subject to the Declaration and said By-Laws,

Section 9. PRESERVATION AND MAINTENANCE OF SLOPES, BANKS AND SWALES. No person shall reconstruct, damage or destroy, open, reduce, remove, alter, modify or install anything or improvement within, over or upon any bank, slope or swale without first obtaining written approval from the Association's Architectural Committee and/or Board of Directors. No construction or excavation in the proximity of any bank slope or swale, shall be permitted which, in the opinion of the Architectural Committee or Board of Directors would

impair the stability of the slopes in said area.

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Section 10. WELLS. No water wells shall be dug on any Lot or on the Properties except for the purpose of inigation of landscaping. Irrigation system plans will be submitted for review and written approval by the Architectural Control Committee.

 Section l l . SWIMMING POOLS.

1. Swimming pools may be constructed on any Lot provided that access to them from outside the Lot is controlled from all directions by fencing and the residential structure and conforms to Seminole County Ordinances.
2. All pool plans and pools to be protected by screens, such screens and their structures shall be approved by written approval by the Association's Architectural Committee and/or Board of Directors.
3. All pool pumps, chlorinators, filters, softwater conditioners, water purification systems and other above ground systems will be covered and/or concealed by enclosure, fence, shrub in a manner of create natural and/or neat appearance to the public and neighbors.

Section 12. PATIOS. Trussed patios shall have roofing materials and colors that will match that of the existing roof shingles,

 Section 13. SCREENING.

1. Any and all screening on any Lot will be of black or grey to match screening of said residence.
2. Any and all screening that is not concealed from public view will be maintained to be free of rips, tears, and holes, and/or replaced if said rips, tears, and holes exist.

Section 14. BASKETBALL POLES. Basketball poles on any Lot must be maintained so they are free from chipping paint, torn nets, rusting poles, rusting rim, and/or rusting hardware.

Section 15. FLAG POLES.

1. Bracket supported flags are permitted.
2. Free-standing flag poles are permitted, with a limit not to exceed 12 feet in height, with a standard sized flag.

Section 16. ELECTRONIC DEVICES.

(a) No radio, cb, aerial antenna, tower, or transmitting or receiving aerial or support thereof shall be erected, installed, placed or maintained upon any Lot or upon any building or structure except those devices used under eaves or entirely within the enclosed portion of the individual dwelling unit or garage. Satellite dishes with a maximum diameter of twenty-four

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(24) inches shall be permitted upon the rear portion of the Lot and after approval by the ARC. Any such structure must be appropriately screened by so as not to be visible from any street or surrounding Lot.

 (b) All such devices shall be concealed from public view,

Section 17. FENCES.

1. Any and all fences shall be kept in good repair including no rotten, missing, or broken boards and will not exceed six (6) feet nor be less than four (4) feet high,
2. Split rail and/or decorative fences in the front of a Property will be permitted only upon approval by the Architectural Committee.

Section 18, AIR-CONDITIONING UNITS. Window air-conditioning units shall be permitted. Such tmits must be concealed from view from any lot or street and may not be installed in the front portion of any residence..

ARTICLE XIV

ENFORCEMENT

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration, or of the By-Laws, or of Rules and Regulations promulgated by the Board of Directors. Failure by the Association or by any Owner to enforce any covenant, restriction, rule, or regulation shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Orange Grove Park Homeowners' Association, Inc., a Florida nonprofit corporation.

ARTICLE XVI

AMENDMENTS

Section 1 i These By-Laws may be amended after notification by mail of all qualified Members of a regular or special meeting or proxy vote, by a vote of a majority of a quorum of Members present in person or by proxy. If the required quorum is not present, another meeting may be called at the discretion of the Board of Directors subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting, No such subsequent meeting shall be held more than sixty (60) days

following the preceding meeting.

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