

*MiraBay*<sup>®</sup>  
A NEW COASTAL COMMUNITY



# ***Light Look***

**An Overview of  
MiraBay's  
Homeowners Associations  
Policies, Procedures, Rules and Regulations**



# TABLE OF CONTENTS

<i>OVERVIEW</i>	5
<i>DEFINED TERMS</i>	6
<i>1. BILLING AND COLLECTION INFORMATION</i>	7
General Information	7
Statements and Payments	7
Delinquent Accounts	7
Specific Assessments	7
Change of Address	8
Sale of Home	8
Enforcement	8
<i>2. SUMMARY OF RULES &amp; REGULATIONS</i>	10
Air Conditioners	10
Amenities Center	10
Animals/Pets	10
Antennae	10
Barbecue Grills	10
Building Repair	11
Buildings-Temporary	11
Business	11
Cable Television	11
Clotheslines	11
Conservation Areas	12
Dog Houses	12
Drainage	12
Driveways	12
Flag Poles	12
Garage/Rummage/Moving Sales	12
Golf	12
Holiday Decorations	12
Nuisance	13
Occupancy	13
Pipes & Tanks	13
Pollutants	13
Recreation Equipment	13
Recreational, Commercial and Inoperable Vehicles	13
Rental Restrictions	14
Signage	14
Time Shares	14
Trash & Garbage	14
Vehicle Parking	15
Woodpiles	15
<i>3. ARCHITECTURAL GUIDELINE SUMMARY</i>	16
Homeowner Requests	16
Additions	17
Air Conditioning and Pool Equipment	17
Arbors, Lattice and Trellis	17
Awnings	17
Barbecue Pits	17
Childrens Play Structures	17

# TABLE OF CONTENTS

(CONTINUED)

3. ARCHITECTURAL GUIDELINE SUMMARY	(cont.)
Decks	18
Doors	18
Exterior Window Bars	18
Fences & Garden Walls	18
Garage Conversions	18
Gazebos	18
Gutters	18
House Numbers	19
Hurricane Protection (For Windows)	19
Mailboxes	19
Painting (Exterior Re-Painting)	19
Parking Areas	20
Roof Maintenance	20
Screened Enclosures	20
Solar Equipment	20
Swimming Pools & Spas	21
Window Tinting	21
4. LANDSCAPE GUIDELINE SUMMARY	22
Artificial Planting	23
Easement Plantings & Maintenance	23
Garden Ornaments	23
Hedges	23
Irrigation	23
Landscape Lighting	24
Lawns	24
Sculptures & Fountains	24
Size Requirements at Time of Planting	25
Trees & Palms	25
Vegetable Gardens	25
Weeds and Underbrush	25
5. ENVIRONMENTAL CONTROL COMMITTEE GUIDELINE SUMMARY	26
Best Management Practices Plan & The Manatee Protection Plan	26
Debris	26
Docks	26
Dock Easements	26
Dock Pilings	27
Fishing	27
Hull Maintenance & Paint	27
Lakes /Ponds	27
Lifts	27
No Motor Boat Zone	27
Maintenance of Water Fixtures	28
Personal Watercrafts in Lagoon	28
Surface Water Management System	28
Swimming	28
Water Bodies	28
Wells	29

# TABLE OF CONTENTS

(CONTINUED)

6. <i>EXHIBITS</i>	30
MARC Request For Improvement Application	31
ECC Request For Improvement Application	32
MiraBay Vessel Registration Form	33
Disclosure - Notice of Proximity to Wolfbranch Park/Preserve/ Wildlife Sanctuary	34
Homeowner/Resident Update Form	41

# OVERVIEW

The following information is a “Light Look” at the rules, regulations and design guidelines within MiraBay. The objective of the Light Look is to provide MiraBay Homeowners with an overview of highlights and excerpts from various Association documents, including the Covenants Restrictions and Easements for MiraBay, MiraBay Architectural Guidelines, the Environmental Control Committee Dock and Boating Guidelines and Regulations (collectively, the “Official Guidelines and Regulations”). A copy of these documents may be viewed online at [www.MyMiraBay.net](http://www.MyMiraBay.net) or requested from:

MiraBay HOA C/O  
Greenacre Properties  
4131 Gunn Highway.  
Tampa, Florida 33618  
(813) 961-2203

**THE MIRABAY LIGHT LOOK IN NO WAY SUPERCEDES OR OVERRIDES ANY STATEMENTS MADE IN THE OFFICIAL GUIDELINES AND REGULATIONS AND IS TO BE REGARDED ONLY AS A BRIEF SUMMARY AND OVERVIEW. IN THE EVENT OF ANY CONFLICT BETWEEN INFORMATION CONTAINED IN THE MIRABAY LIGHT LOOK AND THE OFFICIAL GUIDELINES AND REGULATIONS, THE OFFICIAL GUIDELINES AND REGULATIONS SHALL CONTROL IN ALL CASES.**

**INFORMATION INCLUDED IS BELIEVED TO BE ACCURATE AT TIME OF PUBLICATION, BUT IS SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.**

*November 2004*

## DEFINED TERMS

Throughout the Light Look, several definitional terms are used. To aid readers of the Light Look, the following is a summary of the significant defined terms used:

**Association** means the MiraBay Homeowners Association, Inc.

**Board** means the Board of Directors of the MiraBay Homeowners Association, Inc.

**ECC** means the Environmental Control Committee that is established under the Amended and Restated Declaration of Covenants, Restrictions and Easements for MiraBay.

**HOA** means the MiraBay Homeowners Association, Inc.

**Homeowners** means those persons owning Lots in MiraBay.

**Lots** means lots shown on a subdivision plat for MiraBay intended for the construction of a residence and condominium units intended as residences.

**MARC** means the MiraBay Architectural Review Committee established under the Amended and Restated Declaration of Covenants, Restrictions and Easements for MiraBay.

**Master Developer** means the developer of MiraBay. The current Master Developer is Terrabrook Apollo Beach, L.P., an affiliate of Newland Communities.

**SWFWMD** means the Southwest Florida Water Management District.

### *General Information*

A. The Board determines the regular annual association assessment. The Board has determined the fees are to be paid annually.

B. To facilitate the processing of assessments and to ensure the proper crediting of your payment, please enclose your statement stub or write your account number on your check. Payments must be made in U.S. funds. Checks without a clear identification of property address or account number may be returned. The Association will not be responsible for any late charges incurred on an account when payment has been returned for clarification for any reason.

### *Statements & Payments*

The following information regarding statements and payments refers to all members of the Association. Sea Crest and Anchor Cove homeowners will have an additional HOA fee to cover common ground maintenance, mowing and reserve funds.

Statements will be mailed annually by the property management company. Payments should be made to the "MiraBay Homeowners Association".

A. Homeowners will receive bills on or about December 1<sup>st</sup> and payment should be made to the "MiraBay Homeowners Association" and delivered to the Association at the address set forth on page 5 within 30 days of the billing date. Late fees of eighteen percent (18%) per annum will be charged after thirty-one (31) days. Payments not received by the due date will be considered delinquent.

B. All payments are applied to the oldest owing assessment first (late charges, collection fees, etc.) and any remainder is applied to current assessments.

### *Delinquent Accounts*

Assessments not paid within 30 days from the effective date of the assessment will be considered delinquent and subject to a late charge of twenty-five dollars (\$25.00).

### *Specific Assessments*

A Homeowner's failure to maintain a property will result in charges from the Association for cost of work.

## *Change of Address*

In order to change your billing address, please contact the Association in writing. It is the responsibility of the Homeowner to keep the Association informed of the Homeowner's current mailing address. Late charges that are incurred because the Association did not receive written notice of an address change will not be waived. A Homeowner Update form is included in this publication for your convenience.

## *Sale of Home*

It is the responsibility of the Homeowner/seller to notify the escrow company/buyer that the Association must be contacted in writing seven days before the transfer of ownership is completed. The homeowner of record is responsible for payment of assessments until the transfer of ownership. Any pro-rations of assessments are done by escrow.

## *Enforcement*

Pursuant to *Article X - Enforcement* of the Association *Declaration of Covenants, Restrictions and Easements for MiraBay*, the Declaration will be enforceable by the Master Developer or the Association, and their legal representatives, agents, successors and assigns. The current Master Developer is Terrabrook Apollo Beach, L.P. In actions to enforce the Declaration, the Master Developer and the Association will be entitled to the remedies of damages, specific performance, and any other remedies provided by law. The Association and the Master Developer will be entitled to recover attorney's fees and costs in enforcement actions brought by the Association or Master Developer, provided that, in no event will the Association be entitled to recover attorney's fees in any action against the Master Developer.

***Right of Abatement:*** In addition to the remedies provided above, the Association will have a Right of Abatement. The "Right of Abatement" means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Homeowner to abate, extinguish, remove, or repair such violation or breach, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Before exercising its Right of Abatement, the Association will mail written notice by Certified Mail to the Homeowner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violations or breach. If the Homeowner fails to take reasonable steps to remedy such violation or breach within 30 days after the mailing of such written notice, then the Association will have the Right of Abatement. The cost of such abatement action, together with interest thereon at the highest rate permitted by law, will be a binding personal obligation of such Homeowner enforceable by law, and the Association will be entitled to recover from the Homeowner all court costs and attorney's fees required in connection with such abatement and/or in collecting it from the Homeowner, all of which will be secured by a lien on such Homeowner's Lot enforceable in the same manner and with the same priority as a lien for assessments.

***Right to Levy Fines:*** In addition to the remedies set forth above, the Association will be entitled to levy fines for violations of the Official Guidelines and Regulations, provided that aggregate fines against a Lot in any given year cannot exceed \$500 during the period the

Master Developer controls MiraBay. Such fines, together with interest at the highest rate permitted by law, will be secured by a lien on the Homeowner's Lot enforceable in the same manner and with the same priority as a lien for assessment.

*No Waiver:* The failure of the Master Developer or the Association to enforce any provision contained in the Official Guidelines and Regulations will in no event be considered a waiver or breach occurring prior or subsequent thereto.

### *Air Conditioners*

Window or wall mounted air conditioning units are prohibited.

### *Amenities Center*

Please refer to The MiraBay Club Operating Rules and Procedures. They may be found at [www.MyMiraBay .net](http://www.MyMiraBay.net).

### *Animals/Pets*

Animals may not be kept on any lot unless kept solely as pets and not for commercial purposes. Acceptable pets are dogs, cats, fish, birds, gerbils, hamsters and other usual and common household pets. A maximum of four pets are permitted to be kept on a Lot, and must not weigh more than 175 pounds in total aggregate weight.

Structures for the care, housing or confinement of any pet may not be constructed or placed, on any Lot outside of the Homeowner's house unless such structure is in accordance with the MiraBay Architectural Guidelines, or approved by the MARC.

Pets kept on any Lot that would make objectionable noise, or constitute a nuisance, danger, or inconvenience to the MiraBay community are not permitted. All dogs must be confined to a leash when outside of the Homeowner's Lot. Homeowners with pets are responsible to properly dispose of pet waste.

### *Antennae*

Only small satellite dishes, not exceeding 39.37" in diameter, are allowed in MiraBay. The location must be in an inconspicuous place shielded from view from the street and adjoining properties to the maximum extent possible, provided a quality signal can be received from inside a house. If it can be demonstrated that a quality signal is not achievable from inside a house, one television antenna is allowed in an inconspicuous location. Other types of antennae are not allowed without the written approval of the MARC.

### *Barbecue Grills*

Barbecue grills will not be permitted in the front yard.

## *Building Repair*

Homeowners are responsible for the condition of their lawn, their home site, and the exterior of their home. Homes should be kept in good condition and repair, including exterior paint. Lawns must be seeded and mowed. Trees, hedges and shrubbery should be pruned and trimmed to maintain views by pedestrians and motorists. The Homeowner is responsible for the maintenance from the boundary of the lot to the curb of the street bordering the lot. On canals and lagoons, Homeowners are responsible for the lot up to the waterline.

In the event any home or structure is damaged or destroyed, the Homeowner is responsible for the immediate commencement of repairs or reconstruction.

## *Buildings – Temporary*

No tents, trailers, commercial vans, shacks, tree houses, tanks or accessory buildings or structures may be erected or permitted to remain on the Homeowner's Lot.

## *Business*

Except where indicated on the master site plan (as amended from time to time), no trade or business will be conducted or carried on upon the Lot except that a Homeowner or occupant residing in a home may conduct business activities within the home so long as:

- The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the home;
- The business activity conforms to all zoning requirements for MiraBay;
- The business activity does not involve persons coming into MiraBay who do not reside in MiraBay or door-to-door solicitation of residents of MiraBay;
- The business activity is consistent with the residential character of MiraBay and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of MiraBay, as may be determined in the sole discretion of the Board.

## *Cable Television*

Each new house that is constructed at MiraBay will be pre-wired for cable-TV and telephone service by the homebuilder. The company to provide these services will be selected by the Master Developer at its own discretion.

## *Clotheslines*

Clotheslines are not encouraged but may be utilized in the backyards of homes. They must be removed immediately when not in use. To the extent possible, clotheslines must also not be visible from any streets and adjacent homes.

## *Conservation Areas*

If the Homeowner's Lot is adjacent to a conservation area, the Homeowner needs to exercise special care. It is illegal to dump anything into, or disturb in any way the area beyond the lot line. This includes clearing, sodding, mowing, etc. Questions should be directed to SWFWMD.

## *Dog Houses*

Residences must have MARC approval if a dog house or similar structure is to be visible from the street or adjacent homes.

## *Drainage*

No changes in elevations of property subject to these restrictions are to be made that will cause undue hardship to adjoining property or inconsistency with the approved draining plans for MiraBay.

## *Driveways*

All driveways are to be maintained and kept in a neat and clean condition, free of refuse and debris. No painting or staining is permitted.

## *Flag Poles*

Only one flag pole, not exceeding 6'-0" in length, may be attached with brackets to the exterior wall below the roof eave of a house. No flag is to display or include any letters, words, logos or representations that are in the nature of an announcement, direction or advertisement

## *Garage/Rummage/Moving Sales*

No garage sale, rummage, or moving sale or similar activity is permitted without prior written approval of the Board.

## *Golf*

Chipping or hitting golf balls off or onto common area property is prohibited.

## *Holiday Decorations*

Outdoor holiday decorations may not be displayed more than 30 days prior to holiday and must be removed within 30 days after a holiday.

## *Nuisance*

The Homeowners cannot do anything at MiraBay that is illegal or that may be or may become an annoyance or nuisance to the neighborhood. Questions as to what may be or become a nuisance are to be submitted to the Board of Directors for a decision in writing, and the Board's decisions will be final.

## *Occupancy*

Occupancy of a home is limited to either (a) a single family, or (b) a maximum of two persons and their respective children. In no event is the occupancy of any home to be greater than two persons per bedroom. The Board, at its sole discretion, may allow more occupants than otherwise permitted in order to accommodate hardship cases.

## *Pipes & Tanks*

No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank is to be installed or maintained at MiraBay above the surface of the ground, except garden hoses and movable pipes used for irrigation purposes or water treatment systems and for pools and spas. No property is to be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

## *Play-sets - See Recreation Equipment*

## *Pollutants*

No Homeowner is allowed to discharge, beyond acceptable Federal, State or local standards, any pollutant, hazardous waste or toxic material. In the event of such discharge, the Homeowner will be liable for all cleanup and costs incurred in connection with such discharge.

## *Recreation Equipment*

Recreation equipment is not to be placed in front or side yards or on driveways of houses, nor is recreation equipment permitted to be attached to the houses or garages in MiraBay. Permanently mounted basketball poles are prohibited. Portable basketball poles are permitted and must be removed and stored out of public view after each use. Poles should be stored in an enclosed area, such as a garage, during night-time hours.

All recreational equipment for rear yards is subject to approval by the MARC prior to installation.

## *Recreational, Commercial & Inoperable Vehicles*

No recreational or commercial vehicle, with the exception of vehicles maintained by the sales offices, development, or the Association's contractors, is allowed to be parked overnight within any Lot or along any roadway in MiraBay. However, if the recreational vehicle fits into the regular garage, the vehicle may be stored in the garage. Oversized garages in terms of height will not be allowed in MiraBay.

Vehicles that are inoperable on blocks or similar devices, covered with a tarpaulin, or which do not have current operating licenses, are not permitted within the Homeowner's Lot, unless kept in an enclosed garage.

## *Rental Restrictions*

MiraBay observes the Hillsborough County restrictions regarding renting of homes.

All leases are to be in writing and for the home in its entirety. Notice of any lease, together with such additional information as may be required by the Board, must be provided to the Board by the Homeowner within 10 days after the execution of the lease. The Homeowner must make available to the tenant copies of the Declaration, Amendments, and By-laws. The Homeowner transfers and assigns to a tenant, for the term of the lease, any and all rights and privileges that the Homeowner has to use the common facilities and amenities. The Board may adopt reasonable rules regulating leasing and sub-leasing. Any lease of a home must be for an initial term of no less than six months, except with prior written consent of the Board.

A tenant is fully liable and may be sanctioned for any violation of the Official Guidelines and Regulations. In the event that the tenant, or a person living with the tenant violates the Official Guidelines and Regulations and a fine is imposed, the fine will be assessed against the tenant; provided, however, if the fine is not paid by the tenant within the time period set by the Board, the Homeowner will be liable for payment of the fine.

## *Signage*

No signs, banners or advertising of any kind are permitted on any building or any property in MiraBay except for those installed by the Master Developer, permanent signs approved by the MARC, building permit signs and "No Trespassing" signs.

The MiraBay Architectural Guidelines allow for standardized "For Sale" signs made available to Homeowners at the Welcome Center or another designated MARC location, Monday through Saturday, 10 a.m. to 5 p.m. This will enhance the look of the community.

One sign will be allowed on a single-family home front yard which is available for re-sale. Any "For Sale" sign must be located 10'-0" behind the front property line.

A security deposit and fee in the amount of \$40.00 will be required (the amount will be subject to change). Upon return of the undamaged sign, half of the deposit will be returned.

## *Time Shares*

Time sharing, fraction sharing, or any similar programs are prohibited at MiraBay.

## *Trash & Garbage*

Homeowners are responsible to keep garbage or trash in standard residential garbage containers. Plant materials from routine residential tree trimming and yard maintenance should be enclosed in garbage bags. Garbage containers may be placed in the open on the evening before the day that a pick-up is to be made, in order to provide access to persons

making such pick-up. At all other times, such containers are to be screened or enclosed. Any enclosure structure to be erected or constructed must first be approved by the MARC.

### *Vehicle Parking*

All vehicles should always to be kept inside the garages overnight. No vehicles are to be parked in the right-of-way after 11:00 p.m. Exceptions to this restriction are parties or emergencies. In cases of parties, vehicles may be parked in front of the house during party hours. Garage doors visible from any street are to remain closed, except during ingress and egress or when the Homeowner is actively using the garage.

### *Woodpiles*

Homeowners must keep woodpiles screened by adequate planting or fencing so as to conceal them from view from neighboring residences, the lagoon, the canals or from the street, and may be maintained in the rear yard of a lot only.

The MiraBay Architectural Review Committee (*MARC*) is the entity that will manage the application of MiraBay Architectural Guidelines. The objective of establishing architectural criteria and procedures is to promote the highest standards of aesthetic value, establish design and social compatibility, and maintain and enhance economic value within MiraBay. In addition to reviewing this overview, Homeowners considering any exterior alteration, landscaping, or the addition or elimination of any element of their house should also refer to the “MiraBay Architectural Guidelines.”

The MARC must review **any improvement or structure of any kind**, including any building, wall, sign, site paving, decking, grading, driveway finishing, sewer, drain, decorative lighting schemes, painting or alteration of a house (including doors, windows, and roof). The MARC also will review installation of solar panels, antennae, or other devices, swimming pools, screened enclosures, spas, gates, flower boxes, statues, fountains, hurricane shutters and landscape.

A Homeowner’s house must relate harmoniously to adjacent sites and structures that have a visual relationship to the proposed construction.

A Homeowner must protect the interests of neighboring properties by making reasonable provisions for such matters as access, surface water drainage, sound and sight buffers, and preservation of views, light and air, and other aspects of design that may have a substantial effect on neighboring properties.

The proposed construction must be compatible with the design characteristics of the Homeowner’s property itself, adjoining properties and the neighboring setting. Compatibility is defined as harmony in style, scale, materials, color and construction details.

### *Homeowner Requests*

The Request for Improvement Application, included in this publication, may be used for all requests for proposed improvements being made by the Homeowner. A lot survey must be included as instructed on the form. The Homeowner may submit pictures, brochures or any other pertinent information to fully describe the proposed project.

The MARC will review each application and, within thirty days notify the Homeowner of its determination. Please forward applications to:

**Greenacre Properties**  
**4131 Gunn Highway.**  
**Tampa, Florida 33618**  
**(813) 961-2203, Ext. 139**  
**Fax (813) 963-1326**

Failure of the Homeowner to receive a response from the MARC does not constitute an approval.

## *Additions*

In general, the materials used for any addition or enclosure must be compatible with the basic materials of the home, matching architectural details such as fascia boards and typical colors. Columns must be wood, masonry block, aluminum wrapped wood, fiberglass, or cast concrete. Columns must be a minimum of 8" square or 8" diameter. The roof over such structure must be conventional wood framing or wood trussed with roof finish to match the existing residence. Flat (or extremely low sloped roofs) are discouraged unless drainage is provided and appropriate parapet walls and trim details are provided. Metal insulated roof panels may be used, provided that exterior roof finish matches that of existing house and are installed per Florida Building Code and County requirements. No "Florida Screen" (solid opaque vinyl with screen patterning) is allowed for enclosing a porch lanai or gazebo.

## *Air Conditioning & Pool Equipment*

Outside condensing units (compressors) must be appropriately screened where possible. Appropriate access and service space is required, but this access is never to be visible from the streets. This requirement also applies to pool equipment.

## *Arbors, Lattice & Trellis*

Materials and colors used for any arbor, lattice, or trellis construction must comply with materials and colors of the house. The use of wood is encouraged.

## *Awnings*

Awnings may be installed on top of windows or balconies. These may be of structural type or out of canvas. Canvas or vinyl awnings are permitted for the purpose of sun protection or for aesthetics. They will be allowed when compatible with the architecture of the house, in design and color. Proposed awnings, colors and shapes must be reviewed and approved by the MARC.

The metal frame of awnings must always be painted the same color of the canvas or the vinyl and must meet new hurricane regulations. Metal frames are never to remain uncovered, except when replacing cover material.

## *Barbecue Pits*

Barbecue pits must be constructed of brick or concrete block with a cementitious finish, and they must match the exterior of the house. Placement, finish material, and screening from public view will be extremely important in the review and approval of this type of structure.

## *Children's Play Structures*

Children's play structures are to be of wood construction. No platform is to be higher than five feet from the original grade. No part of the structure is to be higher than eleven feet from the original grade. No platform may exceed six feet by six feet (36 square feet) in area. Support beams may not exceed twelve feet in length. The structure must be a minimum of six feet from the rear lot line and a minimum of six feet from side lot line. For large lots the set back from the side lot line must be enough so as to insure that the play structure is not in public view from the street.

## *Decks*

The use of natural wood for deck construction is encouraged. This includes redwood, cypress, pressure-treated wood, etc., but does not include materials such as plastic or fiberglass, which may have the appearance and characteristics of wood. Rear decks may be constructed outside the Maximum Buildable Area with certain restrictions in the rear of lots. Finish deck height at no point should exceed 30" above finish grade. The use of tiers or step-downs may be required. Landscaping is required around any deck and should be of the same landscape materials used at front of the house.

## *Doors*

Etched or beveled glass doors are permissible, but must be submitted to the MARC for approval.

## *Exterior Window Bars*

Exterior window bars are not permitted.

## *Fences & Garden Walls*

All fences must be submitted to the MARC for approval prior to construction.

Depending on the location of a specific lot, all fences must be constructed of either white PVC, white aluminum, or white wrought iron. No other fence materials are allowed. Please refer to the MiraBay Guidelines for specific type of lot and location within MiraBay for acceptable "site-specific" fencing.

## *Garage Conversions*

No Homeowner may enclose a garage, convert it or any portion of it to dwelling space, or otherwise modify it to reduce its capacity for parking vehicles below that originally approved by the MARC.

## *Gazebos*

The structure must match home materials and colors and must be submitted to the MARC for approval.

## *Gutters*

Specifications for gutters are as follows:

- Vinyl or aluminum seamless or ½ round aluminum guttering is permitted
- Acceptable colors are white, or color that matches building fascia

Gutter color and specifications must be submitted for review by the MARC and approved prior to installation.

## *House Numbers*

The house numbers in MiraBay must be displayed on the mailbox. Additionally, each house must exhibit a postal identification number clearly visible from any direction of approach on the front facade of the house. Numbers on the front façade must be a minimum of 4" in capital letter height and in a contrasting color to the wall on which they are attached.

## *Hurricane Protection (For Windows)*

The types of permanently installed hurricane protection allowed at MiraBay consist of film, roll down shutters, accordion shutters, and/or removable corrugated panels. Tracks and covers must match window frames. Safety film may be lightly tinted with neutral color only, with 35% visible light transmittance or higher on the front of the house and 20% visible light transmittance or higher on the side and rear of the house. Reflective (mirror) type films are not allowed. Other than film, hurricane protection may be utilized only after the issuance of a hurricane watch and must be removed within 48 hours after the Homeowners are permitted to safely return home. Hurricane protection may be used for severe weather as issued by the weather service. Plywood may be used as temporary storm protection. Hurricane shutters may not be used for security purposes.

## *Mailboxes*

All new single family homes built at each individual lot of MiraBay are required to have a standard mailbox and pedestal. Such mailbox structure must be installed at the front of the lot, at the edge of the road pavement, to the left of the driveway, as seen from the street. The bottom of the mailbox must be at 36" above grade. Refer to the MiraBay Architectural Review Guideline for Mailbox standards.

## *Painting (Exterior Re-Painting)*

Homeowners are required to paint and restore the exterior of the house if the structure is faded or washed away, mildewed, chipped or cracked. MARC approval is required before commencement if the Homeowner desires to change the color from the original.

Exterior re-painting of a residence can be accomplished without MARC review and approval provided the same (previously approved) color scheme is to be used. If the re-painted color scheme is found to be inconsistent with the previously approved color scheme, then the MARC will have, at its discretion, the authority to require re-painting at the Homeowner's expense.

Any change to the previously approved color scheme requires review and approval by the MARC. The Homeowner must submit a "Request for Improvement Application" and include actual color samples. The application must state which specific color is to be used for the body, the trim, and accent color.

- Garage Doors: Must be painted the same color as the main body color of the residence.

- Roof Colors and Materials: See Section 4.5 “Roofs” of the MiraBay Guidelines.
- Screen Enclosure Colors: Aluminum frames must be white and screening must be charcoal gray fiberglass.
- Window colors: White only.
- Fencing Colors and Materials: See section 4.11 “Fencing and Garden Walls” of the MiraBay Guidelines.
- Secondary Doors: All personnel doors (other than the main front entry door) must be painted white, or the same color as the body of the house.
- Masonry Veneers: Any type of decorative stone, brick, or cultured stone or brick must always be left its natural color and compatible with the color scheme of the house. A sample (or picture) of all such materials must be submitted with the color selections for review and approval by the MARC.

When colors are applied to any structure within MiraBay without the corresponding approval by the (MARC), the structure will be subject to re-painting at the discretion of the M.A.R.C.

### *Parking Areas*

All setback areas, yards, walkways, driveways, parking areas and drainage swales must be maintained and kept in neat and clean condition, free of refuse and debris. No parking will be permitted in areas that would interfere with the master drainage plan. No additional driveway(s) will be permitted for parking purposes except in front of the garage or on a circular driveway.

### *Roof Maintenance*

Homeowners must keep their roofs free of mildew. The Association will treat the situation as a violation if the roof is discolored.

### *Screened Enclosures*

All screen enclosure plans must be submitted to MARC for approval.

### *Solar Equipment*

Solar water heaters must be located on a roof exposure shielded from view from the street and adjoining properties to the maximum extent, provided that such location does not affect the efficiency of its operation. In cases where the only effective side of the roof is the one that has exposure to the street or adjacent properties, then the Homeowner must make a significant effort to cover the undesired view with mature landscape. Solar water heaters must be flush mounted and installed parallel to the plane of the roof. Frames and piping must be finished to match the roof color. Piping along walls must match the color of the wall. Solar water heaters are not allowed to be installed above the ridge line of the roof.

## *Swimming Pools & Spas*

Homeowners must submit all plans to the MARC prior to the commencement of pool/spa installation. Mechanical equipment and pool accessories for spas and pools must be appropriately screened, where possible, from neighbor's or public view. Pools and spas can be "in-ground" only. All swimming pools must adhere to the setback requirements of MiraBay and Hillsborough County, whichever is more restrictive. At no time will a pool or pool deck be allowed to extend into side yards beyond the rear corners of the house. Swimming pool accessories such as ladders, slides and waterfalls, etc. must not be over six feet in height from yard grade on non-canal lots. On canal lots, maximum height for pool accessories is six from the top of the seawall. Please refer to the MiraBay Guidelines prior to submitting a plan.

## *Window Tinting*

Only clear or neutral window film with light transmittance values of 20% or higher are allowed. Window film used on the front of the home must have a light transmittance value of 35% or higher. Homeowners must submit a sample of window film to the MARC with the review application.

All landscaping (both initial landscaping and landscaping subsequently installed by a Homeowner, Tenant, or other party, must be in accordance with the guidelines adopted by the MARC. The general landscape information also applies to Homeowner alterations to the original builder installed landscape. This information is in addition to, or clarification of, Chapter 5 of the MiraBay Architectural Guidelines.

Chapter 5 of the MiraBay Architectural Guidelines sets all landscape requirements that are to be followed by the builders of MiraBay homes. The Guidelines specify all types of planting materials, trees, and mulch media that can be used within MiraBay and describes minimum size, locations and configurations for all required landscape areas. Homeowners considering any modification to the builder installed landscape should become completely familiar with Chapter 5 of the MiraBay Architectural Guidelines prior to submitting any application for changes to their landscaping to alleviate any conflict with the established minimum requirements.

Once familiar with the landscape guidelines, Homeowners can submit a “Request for Improvement Application” form (a copy of which is included in this publication) along with a site plan drawing showing all property lines, the building “footprint”, sidewalks and driveway. Additionally, the site plan should delineate:

1. Existing landscape that is to remain.
2. Existing landscape to be removed.
3. New landscape materials to be installed, specifying size, quantities, and locations.
4. Any new areas of landscape that are not part of the original design.
5. Any existing areas of landscape that will be removed and sodded over.
6. Any existing areas of landscape that will be expanded or modified as to shape and types of planting materials.
7. Any existing trees that will be relocated.
8. Any existing trees that will be removed.
9. Any existing trees that will be added to original design.

No alterations or modifications to original landscape installed by the builder may be made without prior review and approval of the MARC.

In addition to approval by the MARC, some types of landscape alterations, such as tree removal, will require permitting by the Hillsborough County Planning and Growth Management Department. It is the responsibility of the homeowner to become familiar with, and comply with, any county ordinance or requirement pertaining to landscape alterations.

Routine replacement of dead or dying plants as well as the seasonal planting of “annuals” can be accomplished without the approval of the MARC, provided that replacement plants are the same plant type as those being replaced.

## *Artificial Planting*

No artificial planting may be attached to the exterior of a house or located within the planting yards.

## *Easement Plantings & Maintenance*

The Developer and the home builders are the only entities authorized to plant trees in the area bordered by the edge of the public sidewalk and the curb of the roadway as well as in any platted easements. Homeowners are required to maintain the sod in these areas and may replace the sod should the need arise; however, no other type of planting can be done by the Homeowner in these areas.

*Lagoon Maintenance Easement:* A twenty seven foot lagoon maintenance easement is located in the rear of Lots adjoining the lagoon. As part of new construction, builders must install sod and irrigation in this easement. No other improvements are permitted within the lagoon maintenance easement, except for improvements that the developer may install at its sole discretion. Homeowners will be responsible for maintenance of this easement. This easement is granted to the Community Development District (C.D.D.) of MiraBay. It will always be accessible to the C.D.D.

## *Garden Ornaments*

Garden and/or lawn ornaments are not permissible in yards within public view. Garden ornaments used in backyards that are not open to public view are permitted. Garden border or boundary ornaments that are visible from the public streets or other lots are subject to approval by the MARC.

## *Hedges*

Hedges, shrubs or tree plantings are not allowed if they create a traffic or sight problem at intersections for corner lots or at the intersections of streets and driveways.

Shrubs must always be planted at a maximum distance of 24" along the front, the side and the rear elevations.

## *Irrigation*

Irrigation of yards is required in MiraBay. For maintenance purposes, homeowners must monitor irrigation systems on a monthly basis and correct or repair them as may be necessary. In periods of drought, supplemental water may have to be used for irrigation in order to keep up a green and healthy appearance. **For lots that include the lagoon maintenance easement,** the Homeowner is responsible for irrigation of sod included within the easement, from the easement line to the edge of the water.

All lots must be irrigated with an underground automatic sprinkler system providing 100% coverage to all sod and newly landscaped areas, including the road right-of-way from the edge of the road pavement to the lot line.

## *Landscape Lighting*

The MiraBay Architectural Guidelines encourage Homeowners to provide their homes—with up lighting. The up lighting may wash the front face of the home or significant landscape features. All exterior lighting must be installed in such a manner as to not cause distraction, nuisance, or to be unsightly. No exterior lighting fixtures may be installed on any home without adequate and proper shielding of fixtures. The lighting should convey a warm, inviting atmosphere. Care is to be taken in placing and selecting fixtures. Spotlights should be concealed from direct view and directed to avoid light spilling onto adjacent property.

## *Lawns*

The only acceptable grass in MiraBay is Celebration Bermuda sod.

All lawns must be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plants, removal of weeds and noxious grasses and removal of trash.

Celebration Bermuda grass may be no higher than three inches. Grass at edges may be no more than two inches from the paved edge. Grass must be kept neatly trimmed around all stationary objects.

Causing yard clippings, debris, etc., to go down storm drains or inlets is against City ordinances and prohibited.

If a lawn contains weeds, bare ground, or dying grass, it must be replaced. Once the Association has sent a notice to a Homeowner to restore their lawn, the replacement must be done within thirty days from the date of the letter.

Corner lots, where rear yards are visible from roadways and common areas, must be maintained to meet the MiraBay standards. Rear yards of interior lots need to be maintained so that they meet the MiraBay standards as well.

## *Sculptures & Fountains*

Sculptures and fountains may be allowed based on individual merits and at the sole discretion of the MARC. Decorative items like animals, windmills and the like are not allowed, except for seasonal use. Only one fountain or sculpture may be placed on the property at the front of the house and one additional fountain or sculpture placed at the rear of the house. Fountains and sculptures may not exceed 48 inches in height above grade and 36 inches in width. (However larger pieces may be considered if they are in proportion to the lot and other improvements.)

Fountains and sculptures must not be obscene or offensive to another person's race or religion, and must be in keeping with the standards of the community. They must conform to the home's existing architectural style and landscaping design and must not be distracting.

Colors must be natural cement or earth tone and constructed of concrete, stone, plaster, granite, bronze, aluminum, or copper. No other colors or materials will be permitted. These

pieces must be maintained, cleaned and in working order at all times. Lighting must conform to the MiraBay Architectural Guidelines.

### *Size Requirements at Time of Planting*

The following table summarizes the size requirements for various types of landscaping.

<b>Shade/Street Trees</b>	14' Height 6'-8' Spread Minimum 5' Single Clear Trunk
<b>Accent Trees</b>	8' Height 5' Spread 10 Gallon Containers
<b>Accent Plants</b>	4' Height Full in container depending on species
<b>Palms</b>	12' Height. Measured from base to bud
<b>Groundcovers</b>	1 Gallon Containers 12" Height depending on species

### *Trees & Palms*

Shade trees and accent trees must be maintained so to preserve their natural form. Tree trunks must be kept pruned of lower branches, up to the bottom of the canopy. Excessive pruning from the top is not allowed because of the health of the tree and because of its appearance. Palm pruning will be limited only to the removal of yellow, dead or bent branches.

### *Vegetable Gardens*

The general rule is that vegetable gardens will be allowed in the rear yards only. The vegetable garden may not be visible from the street.

### *Weeds & Underbrush*

Weeds, underbrush, or other unsightly growths are not permitted to grow or remain upon the property and no refuse pile or unsightly objects are to be placed or suffered to remain anywhere thereon. In the event Homeowners fail or refuse to keep their property free of weeds, underbrush, sight obstruction, refuse piles or other unsightly growths or objects, then the Association may, without obligation, enter upon the property and remove it at the expense of the Homeowner. Homeowners will be given ten days prior written notice of such action.

# 5

## ENVIRONMENTAL CONTROL COMMITTEE GUIDELINE SUMMARY

The MiraBay Environmental Control Committee (ECC) acts as a regulating authority with regard to the community's docks and power boats. It also establishes standards and guidelines. Information on the role and responsibilities of the ECC is more thoroughly described in the "Declaration of Covenants, Restrictions and Easements for MiraBay."

All owners of boats and watercraft (including jet skis, windsurfers, and other small vessels) in MiraBay must obtain, and renew annually, a registration of their vessels from the ECC and abide by all county, state and federal regulations. A MiraBay Vessel Registration Form is included in this publication for your convenience. Please submit your registration form to the Outfitters or other designated location by the ECC.

**Please note that all vessels must be registered within thirty (30) days after closing and/or purchase of a vessel.**

Refer to the MiraBay Environmental Control Guidelines for more information with regard to process and procedures for registration as well as MiraBay boating regulations.

### *Best Management Practices Plan & The Manatee Protection Plan*

All Homeowners and other users of the waterways, lagoon and canals, must strictly conform to the Best Management Practices Plan and the Manatee Protection Plan adopted by the ECC. Included in the ECC Guidelines is a copy of the proposed Best Management Practices Plan and the Manatee Protection Plan, which has been approved and adopted by the ECC. The plans may be modified by the ECC as the ECC may deem appropriate. Please make yourself familiar with these documents. Any questions may be submitted to the ECC.

### *Debris*

Homeowners and other users of the waterways, lagoon and canals, must not allow tangled fishing lines, plastic bottles, balloons, children's toys, or any other debris hazardous to marine life to fall into or remain in the waterways, lagoon and/or canal.

### *Docks*

All docks within the MiraBay Community must be permitted by the ECC.

### *Dock Easements*

No water fixture (including, but not limited to, docks) may be located within any canal or lagoon adjacent to or near a lot unless the fee simple owner of that portion of the canal or lagoon grants a "Dock Easement" to the owner of the lot to be served. This easement allows

the water fixture to be constructed on in and over the canal or lagoon. This restriction applies not only to water fixtures, which are on pilings or otherwise touch the bottom of the canal or lagoon, but also applies to water fixtures that float partially or wholly upon the surface of the canal or lagoon or are suspended above the canal or lagoon. The fee simple owner of the canal or lagoon has the right not to grant a dock easement to any lot owner, and not all lot owners will receive a dock easement. The dock easement may contain restrictions on the size, width, depth, angle and location of any dock or other water fixture.

### *Dock Pilings*

Dock pilings must be wrapped with vinyl from 12 inches below the upper surface of the canal or lagoon bottom to 6 inches above the mean high water mark.

### *Fishing*

Fishing from MiraBay property is permitted by residents in canals and in the lagoon from shore. Care should be taken to avoid interfering with the passage of watercraft in the Canal or Lagoon. Best efforts should be utilized to remove broken off fishing lines and, if they cannot be removed, to report them to the Outfitter's office, as these lines are a hazard to wildlife.

### *Hull Maintenance & Paint*

Hulls of watercraft kept in the property or utilized within the canals or lagoon must be regularly wiped down to prevent hard growth and reduce scrubbing and toxic releases in accordance with the ECC Guidelines. Paint on watercrafts must be in accordance with the ECC Guidelines.

### *Lakes/Ponds*

The use of all lakes and water bodies existing or created in MiraBay will be in accordance with the rules and regulations adopted by the Association.

### *Lifts*

Motorboats, power boats, wave runners, jet skis and other watercraft that are primarily powered by a motor may not be kept overnight in the water within the Canals for more than three consecutive nights; a watercraft that is primarily powered by a motor which remains in the water overnight for three consecutive nights must thereafter be lifted out of the water and stored out of the water either on lifts or by some other method permitted by the ECC Guidelines. The foregoing restriction will not apply to sailboats even if the sailboat has auxiliary motor (either inboard or outboard) nor does it apply to a small craft powered solely by an electric motor.

### *No Motor Boat Zone*

Homeowners and other waterway users must comply with the "No Motor Boat" signage posted by the Association.

## *Maintenance of Water Fixtures*

Each owner of a water fixture (including, but not limited to, docks) must keep and maintain the water fixtures in good condition and repair. The ECC has the power to establish standards and guidelines regarding maintenance and painting of water fixtures and to determine whether a particular water fixture requires maintenance, painting, repair or replacement. The ECC may, in the future, elect to have the Association institute a common water fixture maintenance program for maintaining, repairing, and replacing any portion of docks or other water fixtures. If it does so, the cost of such maintenance, repair, and replacement will become part of the budget for the Association and will be collected from the Owners of the water fixtures as limited benefit assessments. Once such a common water fixture maintenance program is implemented, the ECC may, at any time thereafter, modify, terminate or re-institute the program and/or the guidelines governing it. The ECC will have the power, in its discretion, to determine what water fixtures will be subject to the common maintenance program. For example, the ECC could elect to institute a common maintenance program for dock pilings but not for other portions of docks.

## *Personal Watercrafts in Lagoon*

No wave runners, jet skis, or similar devices may be operated in the Lagoon except while in direct transit from a lot or dock to the boat lift providing access to the canals. The Board of Directors of the Association may require that wave runners, jet skis, and similar devices must be operated at idle speed, or some other maximum speed while in the Lagoon.

## *Surface Water Management System*

No Homeowner may maintain any structure, or perform any activity, including dredging, filling or obstruction, in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas or drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the SWFWMD. No Homeowner may remove native vegetation (including cattails) that becomes established within any wet detention ponds abutting their lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Homeowners may address any questions regarding authorized activities within the wet detention ponds to the Surface Water Regulation Manager at the SWFMD Tampa Service Office. The Master Developer reserves for itself and the Association a perpetual easement across each lot for the purpose of altering drainage and water flow within the drainage easements as approved by the SWFWMD.

## *Swimming*

No swimming is allowed in the lakes and waterways at MiraBay except in the case of an emergency. Like all lakes and ponds in Florida, the lakes and ponds in MiraBay may contain alligators and other wildlife.

## *Water Bodies*

**THE ASSOCIATION IS NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY TO ANY PERSON OR PROPERTY ARISING OUT OF THE AUTHORIZED, OR UNAUTHORIZED USE OF CANALS, THE LAGOON, LAKES, PONDS, OR STREAMS WITHIN THE PROPERTY.** All Wetlands, lakes, canals, lagoons, ponds, and streams within

the property will be aesthetic amenities only, and no other use, including, without limitation, boating, fishing swimming, playing, or use of personal floatation devices, will be permitted unless expressly permitted by the ECC Guidelines. Homeowners must take steps to prevent the occurrence of events on their lots or adjacent docks that would constitute a violation of the SWFWMD Permit # 43018838.004. A copy of such permit may be found at [www.MyMiraBay.net](http://www.MyMiraBay.net). Lots located on the Lagoon will have access to the canal system and ultimately to Tampa Bay only through a boatlift or other mechanical means but will never have a direct connection to the canal system and to Tampa Bay. This restrictive covenant runs with the land and binds all future homeowners of these lots in perpetuity.

## *Wells*

No sprinkler or irrigation system of any type which draws upon water from wetlands, lakes, canals, ponds, lagoons, streams or other ground or surface water within or contiguous to MiraBay may be installed, constructed, or operated within MiraBay unless prior written consent is obtained from the Board and such irrigation system is approved by applicable governmental agencies, including the SWFWMD and the Department of Environmental Protection.

- *MARC REQUEST FOR ARCHITECTURAL IMPROVEMENT APPLICATION*
- *ECC REQUEST FOR IMPROVEMENT APPLICATION*
- *MIRABAY VESSEL REGISTRATION FORM*
- *DISCLOSURE - NOTICE OF PROXIMITY TO WOLFBRANCH PARK/PRESERVE/WILDLIFE SANCTUARY*
- *HOMEOWNER/RESIDENT UPDATE FORM*

### *CONTACT NUMBERS*

Can be obtained from the MiraBay Club or [www.MyMirabay.net](http://www.MyMirabay.net).



**C/O GREENACRE PROPERTIES**  
**4131 GUNN HIGHWAY, TAMPA, FLORIDA 33618**  
**(813) 961-2203 \* Fax (813) 963-1326**

**REQUEST FOR ARCHITECTURAL IMPROVEMENT APPLICATION**

**ATTENTION: MIRABAY ARCHITECTURAL CONTROL COMMITTEE**

The undersigned homeowner seeks approval of the Committee as follows:

- Painting (Color Chips to be attached to application)
- Additions/Alterations of Existing Structure and/or Property

Narrative Description of Additions/Alterations:

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(continue on back of sheet if necessary)

**Application Must Include**

- Lot Survey** – Showing location of Alteration, setback dimensions from property lines, landscaping materials, size of plants at planting, location of all plants and other material.
- Lot Survey** – Showing location and dimensioned “footprint” of Addition, complete with setback dimensions from property lines, new landscaping, walks, etc. Complete set of Construction Documents identifying all construction materials, heights of added structures, and all paint colors.

The undersigned homeowner hereby acknowledges and agrees that the undersigned shall be solely responsible for determining whether the improvements, alterations, or additions described herein comply with all applicable laws, rules, regulations, codes, and ordinances; including, without limitation, zoning ordinances, subdivision regulations, and building codes. The MiraBay Architectural Control Committee shall have no liability or obligation to determine whether such improvements, alterations, and additions comply with any such laws, rules, regulations, codes, or ordinances.

*I agree not to begin work on the improvement until I am notified, in writing, of the approval of the MiraBay Architectural Review Committee (MARC).*

**SIGNATURE OF HOMEOWNER:**

\_\_\_\_\_

**PRINTED NAME OF HOMEOWNER:**

LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_ NEIGHBORHOOD NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

DAYTIME TELEPHONE NUMBER: \_\_\_\_\_

**Action of MiraBay Architectural Review Committee( MARC)**

**APPROVED** Contingent on: \_\_\_\_\_  
\_\_\_\_\_

**DENIED** for the following reason: \_\_\_\_\_  
\_\_\_\_\_

Approved/Denied by: \_\_\_\_\_  
\_\_\_\_\_

Approved/Denied by: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

*MiraBay Architectural Review Committee (MARC)*



**C/O GREENACRE PROPERTIES**  
**4131 GUNN HIGHWAY, TAMPA, FLORIDA 33618**  
**(813) 961-2203 \* Fax (813) 963-1326**

**ENVIRONMENTAL CONTROL COMMITTEE**  
**REQUEST FOR IMPROVEMENT APPLICATION**

The undersigned Homeowner seeks approval of the MiraBay Architectural Review Committee for the following:

\_\_\_\_\_  
Narrative description of addition/alteration: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Application Must Include:**

- A. Complete specifications for the mechanical lift or applicable option.
- B. Spacing of the outer lift piling showing the required wrapping of the piling.
- C. Water and power layout.

The undersigned Homeowner hereby acknowledges and agrees that the undersigned shall be solely responsible for determining whether the improvements, alterations or additions described herein comply with all applicable laws, rules and regulations, code and ordinances; including, without limitation, zoning ordinances, subdivision regulations and current building codes. The Environmental Control Committee shall have no liability or obligation to determine whether such improvements, alterations and additions comply with any such laws, rules, regulations, codes or ordinances.

*I agree to not begin work on improvements until I am notified in writing of the approval of the Environmental Control Committee (ECC).*

**SIGNATURE OF HOMEOWNER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINTED NAME OF HOMEOWNER:** \_\_\_\_\_

**LOT:** \_\_\_\_\_ **BLOCK** \_\_\_\_\_ **NEIGHBORHOOD NAME:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**DAYTIME TELEPHONE NUMBER:** \_\_\_\_\_

**Action of MiraBay Environmental Control Committee (ECC)**

**APPROVED** Contingent on: \_\_\_\_\_  
\_\_\_\_\_

**DENIED** for the following reason: \_\_\_\_\_  
\_\_\_\_\_

Approved/Denied by: \_\_\_\_\_

Approved/Denied by: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*MiraBay Environmental Control Committee (ECC)*



## VESSEL REGISTRATION

Name:		Date:
MiraBay Address:		
MiraBay Home#:		
Alternate Address:		
City:	State:	Zip:
Alt. Home Ph#:		Work Ph#:

<b>Vessel# 1</b>	MB Sticker #	
FL Registration #	Boat Mfg	
HIN#	Boat Size	Boat Name
TYPE: <input type="checkbox"/> Power <input type="checkbox"/> Sail <input type="checkbox"/> Canoe <input type="checkbox"/> Kayak <input type="checkbox"/> Rowboat <input type="checkbox"/> PWC <input type="checkbox"/> Other ____		
HP:		

<b>Vessel# 2</b>	MB Sticker #	
FL Registration #	Boat Mfg	
HIN#	Boat Size	Boat Name
TYPE: <input type="checkbox"/> Power <input type="checkbox"/> Sail <input type="checkbox"/> Canoe <input type="checkbox"/> Kayak <input type="checkbox"/> Rowboat <input type="checkbox"/> PWC <input type="checkbox"/> Other ____		
HP:		

<b>Vessel# 3</b>	MB Sticker #	
FL Registration #	Boat Mfg	
HIN#	Boat Size	Boat Name
TYPE: <input type="checkbox"/> Power <input type="checkbox"/> Sail <input type="checkbox"/> Canoe <input type="checkbox"/> Kayak <input type="checkbox"/> Rowboat <input type="checkbox"/> PWC <input type="checkbox"/> Other ____		
HP:		

A copy of this form will be filed at the Outfitters.  
 Keep your copy with important boating papers.  
 If a vessel is added or deleted, please contact the Outfitters so  
 we can update our files.

DISCLOSURE

NOTICE OF PROXIMITY TO WOLF BRANCH PARK/PRESERVE/WILDLIFE  
SANCTUARY

This notice is dated 10th day of August, 2004, by Terrabrook Apollo Beach, LP, owner of the property described as:

"MiraBay". (SEE ATTACHED EXHIBIT "A")

WHEREAS, it is the intent of this Notice to make known to the public-at-large that the property described in Exhibit "A" attached hereto is located in close proximity to the property known as the Wolf Branch Nature Preserve; and

WHEREAS, it is further the intent of this Notice to advise potential tenants and purchasers of subdivided property located within the boundaries of the property described in Exhibit "A" attached hereto, that said property is in close proximity to the Wolf Branch Nature Preserve.

NOW, THEREFORE, the general public and those parties specifically purchasing or leasing property within the area described in Exhibit "A" attached hereto are hereby notified that:

1. The subject property described in the Exhibit "A" attached hereto is located in close proximity to the Wolf Branch Nature Preserve.
2. This Notice is to further advise potential purchasers or tenants of property described in Exhibit "A": attached hereto that the proximity to the Wolf Branch Nature Preserve may result in said purchasers or tenants being affected by: continuing current resource management practices to include but not be limited to, ecological burning, pesticide usage, exotic plant and animal removal, usage of heavy equipment and machinery and other practices as may be deemed necessary for the proper management of the Wolf Branch Nature Preserve.
3. The nature and the effects of the operations of the Wolf Branch Nature Preserve shall include all management practices as contained within the managing agencies resource management plan, which may be amended from time to time.
4. The Wolf Branch Nature Preserve is protected by Ordinance 97-14. This protection includes the prohibition against the disposal of yard waste and animals and plants. In addition, there may be restrictions upon certain types of animals/pets that the public may bring into the Wolf Branch Nature Preserve.
5. The general public is authorized to use approved access points to the Wolf Branch Nature Preserve. Creation of personal access points is prohibited unless approved by the managing entity.
6. Compatible uses in the Wolf Branch Nature Preserve include, but are not limited to, hiking and biking. Usages in the Wolf Branch Nature Preserve which may be prohibited could include ATV use, horseback riding, paintball, digging, hunting, building of unauthorized structures, etc.).
7. Prohibited Plant list (Exhibit "B"). Adjacent landowners are advised that certain plants cannot be established on property.
8. The Wolf Branch Nature Preserve is protected from drainage from new development (either the development infrastructure or individual parcels). Individual owners cannot alter drainage or drain water into the Wolf Branch Nature Preserve without written authorization from the managing entity.

Buyer's Initials \_\_\_\_\_

EXHIBIT "A"

DESCRIPTION :

Lots 25 through 40 inclusive, Block 39, Lots 41 through 67 inclusive, Block 39, Lots 1 through 4 inclusive, Block 64, Lots 1 through 9 inclusive, Block 65, Lots 1 through 20 inclusive, Block 66 and Lots 1 through 19 inclusive, Block 202, of APOLLO BEACH UNIT SIX as recorded in Plat Book 37, Page 88 of the Public Records of Hillsborough County, Florida, Together with that portion of Canals lying adjacent to said Lots within the boundaries of said APOLLO BEACH UNIT SIX, LESS the East 30.00 feet of said Lot 4, Block 64,

AND

A parcel of land lying in Sections 28, 29, 32 and 33, Township 31 South, Range 19 East, Hillsborough County, Florida and being more particularly described as follows;

Commence at the Southwest corner of the Northwest 1/4 of said Section 32; thence on the West boundary thereof N.00°12'21"W., a distance of 60.00 feet; thence N.89°16'27"E., a distance of 780.22 feet to the POINT OF BEGINNING; thence N.00°40'02"W., a distance of 668.48 feet; thence N.89°26'25"E., a distance of 1860.73 feet; thence N.01°50'23"W., a distance of 521.76 feet; thence N.60°26'43"W., a distance of 923.10 feet; thence N.32°34'02"W., a distance of 2731.06 feet to the West boundary of aforesaid Section 29; thence on said West boundary N.00°49'11"W., a distance of 1168.20 feet; thence N.89°25'23"E., a distance of 473.62 feet; thence N.35°29'40"E., a distance of 1492.21 feet to the boundary of APOLLO BEACH UNIT SIX, as recorded in Plat Book 37, Page 88 of the Public Records of Hillsborough County, Florida; thence on said boundary the following six (6) courses: 1) S.18°45'57"E., a distance of 77.97 feet; 2) thence N.89°14'03"E., a distance of 48.52 feet to the beginning of a curve concave Northeasterly having a radius of 1305.00 feet and a central angle of 67°14'01"; 3) thence on the arc of said curve a distance of 1531.35 feet, said arc subtended by a chord which bears S.57°08'57"E., a distance of 1444.99 feet to the curve's end; 4) thence N.89°14'03"E., a distance of 1374.19 feet to the beginning of a curve concave Northwesterly having a radius of 788.28 feet and a central angle of 52°33'18"; 5) thence on the arc of said curve a distance of 723.06 feet, said arc subtended by a chord which bears N.62°57'23"E., a distance of 697.97 feet; 6) thence N.89°19'32"E., a distance of 442.25 feet; thence departing said boundary S.00°23'31"E., a distance of 653.88 feet to a point on the North boundary of Tract 63, RUSKIN TOMATO FARMS, as recorded in Plat Book 27, Page 110, of the Public Records of Hillsborough County, Florida; thence on said boundary and on the Easterly extension and the North boundary of Tract 62 of said RUSKIN TOMATO FARMS, N.89°26'23"E., a distance of 1196.54 feet to the Westerly boundary of the East 269.17 feet of said Tract 62; thence on said Westerly boundary and the Southerly extension thereof S.00°19'54"E., a distance of 1351.57 feet to the North boundary of Tract 71 of said RUSKIN TOMATO FARMS; thence on the North boundary of said Tract 71 N.89°23'14"E., a distance of 338.85 feet to the Northeast corner thereof; thence on the North boundary of Tract 72 of said RUSKIN TOMATO FARMS, N.89°23'57"E., a distance of 1292.45 feet;

thence S.43°09'06"E., a distance of 65.34 feet to the Westerly right-of-way line of U.S. Highway 41 (State Road No. 45); thence on said right-of-way line the following six (6) courses: 1) S.45°56'34"W., a distance of 349.67 feet; 2) thence S.46°00'41"W., a distance of 3792.95 feet; 3) thence S.45°56'42"W., a distance of 246.34 feet to the beginning of a curve concave Northwesterly having a radius of 11409.16 feet and a central angle of 04°58'24"; 4) thence on the arc of said curve a distance of 990.33 feet, said arc subtended by a chord which bears S.48°29'52"W., a distance of 990.01 feet to the curve's end; 5) thence N.38°31'08"W., a distance of 17.57 feet; 6) thence S.51°28'52"W., a distance of 124.15 feet; thence departing said right-of-way line S.89°16'27"W., a distance of 1122.82 feet; thence S.00°30'18"E., a distance of 896.20 feet to a point on the aforesaid right-of-way line of U.S. Highway 41 (State Road No. 45); thence on said right-of-way line S.51°28'52"W., a distance of 322.63 feet to the beginning of a curve concave Southeasterly having a radius of 7211.98 feet and a central angle of 03°02'05"; thence continue on said right-of-way line and on the arc of said curve a distance of 382.00 feet, said arc subtended by a chord which bears S.49°57'49"W., a distance of 381.96 feet; thence departing said right-of-way line S.89°12'57"W., a distance of 1272.46 feet; thence N.00°21'14"W., a distance of 1337.20 feet to the South boundary of the Northwest 1/4 of said Section 32; thence on said boundary, S.89°16'27"W., a distance of 549.40 feet to the POINT OF BEGINNING. LESS road right-of-way for Villemaire Road. LESS that portion in use as Right-of-way for U.S. Highway 41.

Containing 753.6 acres, more or less.

ALSO TOGETHER WITH THE FOLLOWING:

DESCRIPTION: A parcel of land lying in Section 28, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 28, run thence along the North boundary of said Southwest 1/4 of Section 28, S.89°22'16"E., 951.33 feet to the POINT OF BEGINNING; thence N.00°53'15"E., 670.01 feet; thence N.89°22'16"W., 320.00 feet; thence N.00°53'15"E., 190.00 feet; thence N.67°00'00"E., 281.56 feet to a point on a curve; thence Northwesterly, 246.77 feet along the arc of a curve to the left having a radius of 450.00 feet and a central angle of 31°25'13" (chord bearing N.45°23'45"W., 243.69 feet) to a point of tangency; thence N.61°06'22"W., 145.48 feet; thence along a line lying 30.00 feet East of and parallel with the Easterly right-of-way line of Golf and Sea Boulevard, according to the plat of GOLF AND SEA VILLAGE UNIT ONE A RESUBDIVISION OF A PORTION OF APOLLO BEACH UNIT SIX, as recorded in Plat Book 59, Page 47, Public Records of Hillsborough County, Florida, S.28°53'38"W., 111.52 feet; thence N.61°06'22"W., 30.00 feet to the Southeast corner of said Golf and Sea Boulevard; thence along the Easterly right-of-way line of said Golf and Sea Boulevard, N.28°53'38"E., 223.96 feet to a point on the North boundary of the property as described in Official Records Book 5660, Page 1028, Public records of Hillsborough County, Florida; thence along said North boundary, S.89°22'52"E., 2.98 feet to a point on a curve; thence Southerly, 27.71 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 63°30'45" (chord bearing S.29°20'59"E., 26.32 feet) to a point of tangency; thence S.61°06'22"E., 150.48 feet to a point of curvature; thence

Southeasterly, 595.10 feet along the arc of a curve to the right having a radius of 550.00 feet and a central angle of 61°59'37" (chord bearing S.30°06'33"E., 566.49 feet) to a point of tangency; thence S.00°53'15"W., 743.24 feet; thence N.89°22'16"W., 100.00 feet to the POINT OF BEGINNING.

Containing 5.126 acres, more or less.

LESS AND EXCEPT:

That portion of Tract 52 and Tract 53, of the aforesaid RUSKIN TOMATO FARMS, lying Northwesterly of the centerline of a drainage canal which, from the South boundary of said Tract 52, runs Northeasterly through said Tract 52 and Tract 53 to its intersection with the Southerly boundary of the aforesaid APOLLO BEACH UNIT SIX.

ALSO LESS AND EXCEPT THE FOLLOWING:

DESCRIPTION: That part of TRACTS 71 AND 72 of RUSKIN TOMATO FARMS, according to the plat thereof as recorded in Plat Book 27, Page 110, Public Records of Hillsborough County, Florida, lying in Section 28, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 28, run thence along the North boundary of said Southwest 1/4 of Section 28, S.89°22'16"E., 1051.33 feet to a point on the West boundary of the East 269.17 feet of said TRACT 62; thence along said West boundary of the East 269.17 feet of Tract 62, S.00°53'15"W., 1354.39 feet to a point on the Southerly right-of-way line of Leisey Road, also being the North boundary of said TRACT 71, and also being the POINT OF BEGINNING; thence along said Southerly right-of-way line and said North boundary of TRACT 71, and the North boundary of the aforesaid TRACT 72, S.89°19'05"E., 1562.31 feet to the intersection right-of-way for Leisey Road with U.S. Highway No. 41 (S.R. 45); thence along said intersection right-of-way line, S.41°51'46"E., 27.15 feet; thence along a line lying 20.00 feet South of and parallel with the aforesaid Southerly right-of-way line of Leisey Road, N.89°19'05"W., 1705.37 feet; thence N.00°40'55"E., 20.00 feet to a point on the aforesaid Southerly right-of-way line of Leisey Road and aforesaid North boundary of TRACT 71; thence along said Southerly right-of-way line and said North boundary of TRACT 71, S.89°19'05"E., 124.70 feet to the POINT OF BEGINNING.

Containing 0.779 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING:

DESCRIPTION: That part of TRACT 62 of RUSKIN TOMATO FARMS, according to the plat thereof as recorded in Plat Book 27, Page 110, Public Records of Hillsborough County, Florida, lying in Section 28, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 28, run thence along the North boundary of said Southwest 1/4 of Section 28, S.89°22'16"E., 951.33 feet to the POINT OF BEGINNING; thence continue along said North boundary, S.89°22'16"E., 100.00 feet to a point on the West boundary of the East 269.17 feet of said TRACT 62; thence

along said West boundary of the East 269.17 feet of Tract 62, S.00°53'15"W., 1354.39 feet to a point on the Southerly right-of-way line of Leisey Road; thence along said Southerly right-of-way line, N.89°19'05"W., 124.70 feet; thence N.00°40'55"E., 60.00 feet to a point of curvature; thence Northeasterly, 39.18 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 89°47'40" (chord bearing N.45°47'05"E., 35.29 feet) to a point of tangency; thence along a line lying 100.00 feet West of and parallel with the aforesaid West boundary of the East 269.17 feet of Tract 62, N.00°53'15"E., 1269.38 feet to the POINT OF BEGINNING.

Containing 3.146 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING:

DESCRIPTION: A parcel of land lying in Section 28, Township 31 South, Range 19 East, Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 28, run thence along the North boundary of said Southwest 1/4 of Section 28, also being the North boundary of TRACT 62 of RUSKIN TOMATO FARMS, as recorded in Plat Book 27, Page 110, Public Records of Hillsborough County, Florida, S.89°22'16"E., 951.33 feet to the POINT OF BEGINNING; thence N.00°53'15"E., 743.69 feet to a point of curvature; thence Northwesterly, 486.90 feet along the arc of a curve to the left having a radius of 450.00 feet and a central angle of 61°59'37" (chord bearing N.30°06'33"W., 463.49 feet) to a point of tangency; thence N.61°06'22"W., 150.48 feet to a point of curvature; thence Southwesterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.73°53'38"W., 35.36 feet) to a point of cusp on the Easterly right-of-way line of Golf and Sea Boulevard, according to the plat of GOLF AND SEA VILLAGE UNIT ONE A RESUBDIVISION OF A PORTION OF APOLLO BEACH UNIT SIX, as recorded in Plat Book 59, Page 47, Public Records of Hillsborough County, Florida; thence along said Easterly right-of-way line of Golf and Sea Boulevard, N.28°53'38"E., 137.44 feet to a point on the North boundary of the property as described in Official Records Book 5660, Page 1028, Public records of Hillsborough County, Florida; thence along said North boundary, S.89°22'52"E., 2.98 feet to a point on a curve; thence Southerly, 27.71 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 63°30'45" (chord bearing S.29°20'59"E., 26.32 feet) to a point of tangency; thence S.61°06'22"E., 150.48 feet to a point of curvature; thence Southeasterly, 595.10 feet along the arc of a curve to the right having a radius of 550.00 feet and a central angle of 61°59'37" (chord bearing S.30°06'33"E., 566.49 feet) to a point of tangency; thence S.00°53'15"W., 743.24 feet; thence N.89°22'16"W., 100.00 feet to the POINT OF BEGINNING.

Containing 3.357 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING: (Wolf Branch Creek Parcel)

DESCRIPTION: A parcel of land lying in Section 32, Township 31 South, Range 19 East, Hillsborough County, Florida, and being a portion of that property described in Official Records Book 7623, Page 1581, of the Public Records of

Hillsborough County, Florida, and being more particularly described as follows:

From the Northwest corner of the Southwest 1/4 of said Section 32, run thence S.89°25'58"E., 1329.61 feet along the North boundary of the Southwest 1/4 of said Section 32; thence S.00°55'56"W., 1050.02 feet to the POINT OF BEGINNING; thence N.89°41'23"E., 3.36 feet; thence S.01°05'51"W., 128.01 feet; thence S.48°54'00"E., 120.00 feet; thence N.89°30'36"E., 1228.61 feet to a point on a curve on the Westerly right-of-way line of U.S. Highway No. 41 (State Road No. 45); thence Southwesterly, 32.90 feet along the arc of a curve to the left having a radius of 7211.97 feet and a central angle of 00°15'41" (chord bearing S.50°04'43"W.); thence S.89°57'38"W., 441.94 feet; thence S.43°35'32"E., 24.57 feet; thence N.89°28'12"W., 873.42 feet; thence N.00°55'56"E., 227.52 feet to the POINT OF BEGINNING.

Containing 0.842 acres, more or less.

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JLS

August 15, 2002

## EXHIBIT "B"

### Prohibited Invasive Plants

<i>Abrus precatorius</i>	rosary pea
<i>Antigonon leptopus</i>	coral vine
<i>Ardisia crenata</i>	coral ardisia
<i>Aristolochia littoralis</i>	calico flower
<i>Asparagus densiflorus</i>	asparagus fern, sprengeri fern
<i>Broussonetia papyrifera</i>	paper-mulberry
<i>Callisia fragrans</i>	inch plant
<i>Casuarina cunninghamiana</i>	basswood Australian-pine
<i>Casuarina equisetifolia</i>	Australian-pine
<i>Casuarina glauca</i>	suckering Australian-pine
<i>Cestrum diurnum</i>	dayflowering Jessamine
<i>Cinnamomum camphora</i>	camphor tree
<i>Colocasia esculenta</i>	wild taro
<i>Cupaniopsis anacardioides</i>	carrotwood
<i>Cyperus involucratus</i>	umbrella plant
<i>Cyperus prolifer</i>	dwarf papyrus
<i>Dalbergia sisso</i>	Indian rosewood
<i>Dioscorea alata</i>	white yam, winged air potato
<i>Dioscorea bulbifera</i>	air potato
<i>Eichhornia crassipes</i>	water-hyacinth
<i>Eugenia uniflora</i>	Surinam-cherry
<i>Hydrilla verticillata</i>	hydrilla
<i>Imperata cylindrical</i>	cogon grass
<i>Ipomoea aquatica</i>	water-spinach
<i>Koelreuteria elegans</i>	golden shower tree, golden rain
<i>Leucaena leucocephala</i>	lead-tree
<i>Lantana camara</i>	lantana
<i>Ligustrum sinense</i>	Chinese privet, sinensis
<i>Limnophila sessiliflora</i>	Asian marshweed
<i>Lonicera japonica</i>	Japanese honeysuckle
<i>Lygodium japonicum</i>	Japanese climbing fern
<i>Lygodium microphyllum</i>	old world climbing fern
<i>Macfadyena unguis-cati</i>	cat's claw vine
<i>Melaleuca quinquenervia</i>	melaleuca, punk tree
<i>Melia azedarach</i>	Chinaberry tree
<i>Nephrolepis cordifolia</i>	sword fern, Boston fern
<i>Nephrolepis multiflora</i>	Asian sword fern
<i>Paederia foetida</i>	skunk vine
<i>Panicum repens</i>	torpedo grass
<i>Pennisetum purpureum</i>	Napier grass
<i>Phyllostachys aurea</i>	golden bamboo
<i>Pistia stratiotes</i>	water-lettuce
<i>Podocarpus macrophylla</i>	yew podocarpus
<i>Psidium cattleianum</i>	strawberry guava, cattleya guava
<i>Psidium guajava</i>	guava
<i>Pueraria Montana</i>	kudzu
<i>Rhodomyrtus tomentosa</i>	downy rose-myrtle
<i>Ricinus communis</i>	castor bean
<i>Ruellia brittoniana (= tweediana)</i>	Mexican petunia
<i>Sansevieria hyacinthoides</i>	mother-in-law's tongue
<i>Sapium sebiferum</i>	Chinese tallow tree
<i>Schinus terebinthifolius</i>	Brazilian pepper
<i>Sesbania punicea</i>	purple sesban
<i>Solanum diphyllum</i>	twinleaf nightshade
<i>Solanum torvum</i>	turkey berry
<i>Solanum viarum</i>	tropical soda apple
<i>Syngonium podophyllum</i>	arrowhead vine
<i>Wedelia trilobata</i>	wedelia
<i>Wisteria sinensis</i>	Chinese wisteria
<i>Xanthosoma sagittifolium</i>	elephant ear

August 2003



# HOMEOWNER/RESIDENT UPDATE FORM

**DATE:** \_\_\_\_\_

**HOMEOWNER NAME:** \_\_\_\_\_

**MIRABAY ADDRESS:** \_\_\_\_\_



HOMEOWNER CHANGE OF ADDRESS/CONTACT INFORMATION

PRIMARY RESIDENCE: \_\_\_\_\_

\_\_\_\_\_

TEL: \_\_\_\_\_ ALT #: \_\_\_\_\_

SECONDARY RESIDENCE \_\_\_\_\_

\_\_\_\_\_

TEL: \_\_\_\_\_ ALT #: \_\_\_\_\_

MIRABAY LESSEE INFORMATION

LESSEE NAME(S): \_\_\_\_\_

\_\_\_\_\_

LEASE COMMENCE DATE: \_\_\_\_\_ LEASE END DATE: \_\_\_\_\_

TEL: \_\_\_\_\_ ALT #: \_\_\_\_\_

MIRABAY RESALE INFORMATION

NEW OWNER NAME(S) \_\_\_\_\_

\_\_\_\_\_

PURCHASE DATE:: \_\_\_\_\_

TEL: \_\_\_\_\_ ALT #: \_\_\_\_\_