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**Neal E. Young, Attorney At Law**  
**via Winter Haven Branch Courier**

given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

**Class B.** The Class B member shall be Developer, who shall be entitled to exercise three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on January 1, 2010, whichever first occurs.

### **ARTICLE III. ASSESSMENTS**

**Section 1. Lien and Personal Obligation of Assessments.** Developer hereby covenants for each lot sold within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

**Section 2. Purpose of Annual Assessments.** The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement, mowing and maintenance of the common areas and any lots within the subdivision, to be determined within the opinion of the Board of Directors of the Association. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the common areas, including all surface water management systems facilities.

(b) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, or the like, which the ASSOCIATION is required to obtain pursuant to the terms of this Declaration, or which shall be necessary or proper in the opinion of the Board of Directors of the ASSOCIATION for the benefit of lot owners, or for the enforcement of these restrictions.

### **Section 3. Maximum Annual Assessments.**

(a) Until June 1, 2003, the maximum annual assessment shall be \$110.00.

(b) From and after June 1, 2002, the maximum annual assessment may be increased each year not more than 10% above the maximum allowable assessment for the previous year without the vote or written assent of a majority of the members' votes.

(c) From and after June 1, 2002, the maximum annual assessment may be increased above 10% by the vote or written assent of a majority of the members' votes.

(d) The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum, without a member vote.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

**Section 5. Notice and Quorum for Action Authorized Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within five (5) days after the date of such meeting.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots.

**Section 7. Commencement and Collection of Annual Assessments.** The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the May 31st annual due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessments against a specific lot have been paid, and may, on or before July 15th of each year, cause to be recorded in the Public Records of Polk County, a list of delinquent assessments as of that date.

**Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

**Section 9. Subordination of Assessment Lien to Mortgages.** The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payment which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### **ARTICLE IV. PROPERTY RIGHTS**

**Section 1. Easements of Enjoyment.** Only the Association shall have such rights in and to the common area as follows:

- (a) For the purpose of drainage and utilities, and the maintenance thereof;
- (b) To dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded.

**Section 2. Right of Entry.** Only the association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any common area of lot at any reasonable hour on any day to perform such maintenance as may be authorized herein. Therefore, no other entry shall be allowed.

**Section 3. No Partition.** There shall be no judicial partition of the common area, nor shall developer, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in cotenancy.

#### **ARTICLE V. USE RESTRICTIONS**

The subdivision (**GRAND PINES**) shall be occupied and used only as follows:

**Section 1. USE.** Each lot shall be used exclusively for single family occupancy residential purposes, and no more than one dwelling unit shall be located on any platted lot. Said dwelling unit may not be a mobile or modular home but only a conventional home. No business activity or commercial use shall be conducted or carried on in connection with the residential usage of the above described real property, other than sales of homes and lots.

**Section 2. STRUCTURES AND DRIVEWAYS.** All additions, buildings, utility sheds must be constructed from new material and be completed and fully painted within 30 days from commencement. Driveways shall not obstruct drainage and shall comply with county driveway regulations and permitting.

**Section 3. PROHIBITED DWELLINGS.** Other than new utility buildings, no building or structure of any sort may be moved on any lot, it being the intention of these restrictions that any and all buildings and structures constructed on the property be of new materials. No tent, motor home, camper, travel trailer, garage outbuilding or attachment shall be erected or placed on any lot prior to the placement or the construction or delivery of the main dwelling unit, nor at any time may be used as a residence, either temporary or permanent.

**Section 4. SETBACKS.** No part or portion of any dwelling unit or structure shall be placed outside the building area as depicted on the plat of Grand Pines.

**Section 5. GARBAGE.** All above-ground containers for garbage and trash shall be permanently housed so as not to be seen from the front of the property, said containers to be covered at all times and emptied regularly by a commercial garbage service. There shall be no open garbage pits, nor shall garbage or trash be stored or burned in a manner and location so as to be a nuisance to the neighboring property or properties. All garbage, landscape debris or excess building materials shall be removed within seven days.

**Section 6. NUISANCES AND ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; however, household pets may be kept on a leash or in a fenced in area provided they are not kept or bred for any commercial purposed. No noxious activity or trade of any sort shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood, nor shall any use be made of this property that will in any way injure or lower the value of any adjoining property or the property of the subdivision as a whole, and no advertising sign of any kind shall be displayed on any lot except for one sign when advertising the property for sale or rent, and any signs used by a builder or developer to advertise the property during construction or sales period.

**Section 7. VISUAL OBSTRUCTIONS:** Outside antenna or satellite dishes shall not be located between dwelling unit and adjacent street. All mowers, bicycles, appliances, etc., to be permanently stored, and outside clothes drying shall only be hung on an umbrella type pole located at the rear of the dwelling unit with an effort made to keep it from street view. All appliances and miscellaneous items of personal property are to be housed in an enclosed permanent structure. All homes must be served by underground utility connections. All newspaper boxes shall be mounted on the same post as the mailbox.

**Section 8. FENCING AND VEHICLES:** No fence or wall shall be constructed from used material, nor shall be more than three (3) feet high between the home and any street right of way, nor six feet (6) high elsewhere. All vehicles, trucks, and boat trailers, kept in the premises shall have current year's license tag and be in operative condition. No tractor/trailers or trucks larger than 1 1/2 ton capacity shall be parked on these premises, except for commercial delivery service. Except for emergency repairs, vehicles, boats, or utility trailers, campers and motor homes must be placed behind the home with an effort being made to prevent them from being seen from the front of the street.

**Section 9. MAINTENANCE.** Each lot owner shall be responsible for the improvements, care and maintenance of his property and shall keep the same neat, clean, and mowed. Failure to abide by this requirement or any of the restrictions herein will allow the Developer or Homeowners' Association at their discretion, to enter upon the premises and make improvements and perform maintenance at the owner's expense; payment of said expense or pro-rata share of common area maintenance shall be made by lot owner with fifteen (15) days from billing mailing date. Unless timely paid, Developer or Homeowners' Association may add actual cost plus twenty percent (20%) to any mortgage indebtedness then owing to Developer on said lot, or may cause a charging lien to be place upon said lot for actual cost plus twenty percent plus all legal expenses, and may collect same by civil action.

**Section 10. REGULATIONS.** Lot purchasers shall have the responsibility of meeting all governmental regulations and requirements applicable for the use of their lot for residential purposes. All dwelling units within the subdivision shall utilize the public water and sewer service facilities as made available and each owner thereof shall pay the duly authorized tap, service, and other charges occasioned by the use thereof. Purchaser shall not obstruct the flow of drainage in any ditches.

**Section 11.** Any violation of the above prior to ninety-nine (99) years from the date hereof shall entitle any owner of any lot to enforce same by injunction, and further, the invalidation of any one of these restrictions by judgment or order of court will in no way affect any of the other restrictions, and such other restrictions shall remain in full force and effect.

**Section 12.** These restrictions in Article V hereof may be amended at any time by the Developer in case of hardship so long as the amendment does not dilute or weaken the intent or purposes of these restrictions.

**Section 13.** In the event suit is brought to enforce these restrictions, the losing party shall be responsible for all court costs and a reasonable attorneys' fee incurred by the prevailing party.

**Section 14.** Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association, after the original development thereof by the developer.

**Section 15.** Developer or the transferees of developer shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent developer, developer's transferees, or the employeeed, contractors, or subcontractors of developer or developer's transferees from doing on any part or parts of the subdivision owned or controlled by developer or developer's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent developer, developer's transferees, or the employees, contractors, or subcontractors of developer or developer's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by developer, developer's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise, but not limited to, model homes and sales offices;

(c) Prevent developer, developer's transferees, or the employees, contractors, or subcontractors of developer or developer's transferees from conducting on any part or parts of the subdivision property owned or controlled by developer or developer's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent developer, developer's transferees, or the employees, contractors, or subcontractors of developer or developer's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots; or

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residence.

**Section 16.** All dwellings and attached garages as originally constructed by the developer must be maintained as the originally intended use as a dwelling unit and garage. Garages must not be converted to living area, but must be maintained as storage for an automobile with an overhead garage door as originally constructed. Trees in the front yard must be replaced, if they die, with a size equal to or greater than originally planted. All post lights must be maintained and lit with type bulb as originally installed from dusk to dawn. All mailboxes must be maintained in uniform color and size as originally installed.

## **ARTICLE VI. ANNEXATION OF ADDITIONAL PROPERTY**

Additional residential lots and common areas, upon request, may be annexed to the subdivision within the sole discretion of the developer until January 1, 2025, so long as the additional lots do not exceed 600 lots, and thereafter additional residential properties and common areas may be annexed to the subdivision with the concent of a majority of member votes.

## **ARTICLE VII. GENERAL PROVISIONS**

**Section 1. Enforcement.** Developer, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by developer, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 3. Amendments.** Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of each class of members.

**Section 4. Subordination.** No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

**Section 5. Duration.** The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association of any member thereof for a period of ninety-nine (99) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots, except that any agreement by the then owners which would affect the surface water management system, including the water management portions of the common area, must also be approved, executed and acknowledged by the Southwest Florida Water Management District.

Executed at Auburndale, Polk County, Florida, this 16<sup>th</sup> day of January, 2001

Signed, sealed and delivered  
in presence of:

Witness: NEALE E. YOUNG

Witness: Peggy L. Bray

**SIGNATURE HOMES OF CENTRAL  
FLORIDA, INC.**

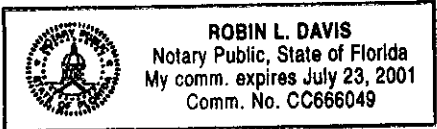
By: [Signature]  
President

Auburndale, FL 33823

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged before me the 16<sup>th</sup> day of JANUARY, 2001, by **JAMES C. SPIVEY**, President of **SIGNATURE HOMES OF CENTRAL FLORIDA, INC.**, who is personally known to me or who has presented his Florida Drivers' License as identification.

SEAL



My Commission Expires:  
7-23-01

[Signature]  
Notary Public  
Robin L. Davis  
Printed Name