

Lake Dexter Woods Homeowner's Association, Inc.
Declaration of Covenants, Conditions, and Restrictions

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
LAKE DEXTER WOODS HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by SUN STATE DEVELOPEMNTN CORP., a Florida Corporation, (the DEVELOPER or DECLARANT) OWNER OF ALL THE RIGHT, TITLE AND INTEREST, BOTH LEGAL AND EQUITABLE, IN AND TO CERTAIN LANDS MORE PARTICULARLY DESCRIBED ON exhibit "A" attached hereto and made a part hereof, hereafter (the PROPERTY).

WITNESSETH:

Whereas, Declarant is the owner of the property.

NOW THEREOF, Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, and interest in the described properties on any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, except as provided below.

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ARTICLE I

Definitions

Section 1. **"Association"** shall mean and refer to Lake Dexter Woods Homeowners Association, Inc., its successors, and assigns.

Section 2. **"Owner"** shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 3. **"Property"** or **"Properties"** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. **"Common Area"** shall mean all real property (including the improvements thereto) owned by the Association. The Common Area to be owned by Association at the time of conveyance of the first lot is described on Exhibit "B" attached hereto and made a part hereof.

Section 5. **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. **"Declarant"** shall mean and refer to SUN STATE DEVELOPMENT CORP., its successors and assigns if such successors or assigns should acquire more than a majority of the remaining undeveloped Lots owned by the Declarant for the purpose of development.

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ARTICLE II

Property Rights

Section 1. **Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas hereof which shall be appurtenant to and shall pass with the title to every Lot, subject to the following Provision:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.
- (b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulation.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. **Declaration of use.** Any owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

Membership and Voting Rights

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either the of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or
- (b) on December 31, 1990.

ARTICLE IV

Covenant For Maintenance Assessments

Section 1. **Creation of the Lien and Personal Obligation of Assessments.**

The Declarant, for each Lot owned within the properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association:

- (1) annual assessments or charges;
- (2) special assessment for capital improvements;
- (3) Lake Lot assessments, if applicable;

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All such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of each Property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Areas. The assessment shall also be used to maintain the landscaping and other improvements on the boulevards, entrances, medians, all recreation facilities, and all other dedicated areas with the Properties. Additionally, the assessment shall be used to maintain street lights, roads, directional signs, informational signs identifying the subdivision, sign lighting, and utilities with the Properties, if necessary.

Section 3. Maximum Annual Assessments and Declarants Obligation To Pay Assessments.

- (a) The initial annual assessments against Owners other than Declarant shall be One Hundred Twenty Dollars (\$120.00) per lot. Declarant shall not be responsible to pay any assessment for lots owned by Declarant until seventy-five percent (75%) of the lots have been conveyed by Declarant to third parties. On January 1 of the year immediately following the conveyance of seventy-five percent (75%) of the lots by Declarant, Declarant shall commence paying an annual assessment for each lot then owned by Declarant. Prior to the time that Declarant is obligated to pay an annual assessment, the total expenses of the Association incurred for the purposes set forth herein shall be paid from the annual assessments received by the Association from Owners other than Declarant. Any difference in the amount of total expenses of the Association and the amount collected from Owners other than Declarant shall be paid by Declarant so long as Declarant is not paying assessments for lots owned by Declarant.

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There shall be no special assessments for capital improvements until Declarant begins paying assessments for lots owned by Declarant. At any time, Declarant may elect to pay assessments for each lot owned by Declarant rather than pay the difference between the amount collected by the Association and the total expenses of the Association.

- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.
- (c) From and after January 1 of the year immediately following the Conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (d) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special assessments for capital improvement. 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 upon the Common Areas including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent (10%) per annum.

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The Association may bring an action at law against the Owner personally obligated to pay the same or liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or Transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof shall extinguish the lien of 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 V

Architectural Control

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, change, alteration, or repair (other than repairs restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relations to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

Use Restrictions

Section 1. Violation. If any person claiming by, through, or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any persons owning real estate subject

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to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violations. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the cost incurred by such prevailing party, including reasonable attorneys' fees. Invalidation of any of these covenants by judgment of court order shall in no wise affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

Section 2. Residential Lots. All Lots included within the real estate to which these restrictions pertain shall be known and described as residential Lots. No structure shall be erected, altered, placed, or permitted to remain on any of the said Lots, other than one-single-family dwelling unit not to exceed thirty-five (35) feet in height, nor contain less than a minimum of 750 square feet of living area. All square footage shall be measured by outside dimensions exclusive of garage, screened or unscreened porches, and covered walkways, breezeways, and approaches. All construction shall be of new materials. These restrictions preclude and prohibit the construction of basements under any dwelling.

Section 3. Setback. No building shall be located upon any residential building Lot which is not in compliance with the setback requirements approved for the Property by the County of Polk.

Section 4. No Offensive Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which constitutes a public nuisance.

Section 5. No Temporary Structures. Unless otherwise specifically allowed or permitted under these covenants, no trailer, basement, tent, shack, garage, barn, shed, tool house, or other outbuilding shall at any time be placed temporarily or permanently upon the Property, nor shall any Property improvements be made to said Property until and unless such owner shall first obtain the written approval of the Architectural Control Committee.

Section 6. Fences. No fence or wall shall be erected upon any Lot without the prior consent of the Architectural Control Committee. All fences shall be constructed of natural wood, composite and/or white vinyl materials, of picket type six (6) feet in height and shall be of natural wood coloring. No fences shall be constructed upon any Lot which shall extend into t

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the waters of adjacent lake areas nor shall any fences be constructed within the easement area, if any.

Section 7. Aerials: Antennas. Exterior radio aerials, television or cable antennas shall not be attached to the front or side of any dwelling house, but, if used, shall be located at the rear thereof. Additionally, no aerials, television or cable antennas shall be extended to a height of more than fifteen feet above the roof ridge line to which the aerial, cable, or antenna is constructed.

Satellite Antennas. No satellite antenna (commonly referred to as discs or dished) shall be erected or located upon the property in any location unless approved by the Board of Directors of the Association or by the Architectural Committee to be composed of three or more representatives appointed by the Board, in the same manner as provided in Article V of the original Declaration of Covenants, Conditions, and Restrictions. Plans and specifications showing the nature, kind, shape, height, materials, and location of the satellite antenna must be submitted to and approved as set forth in Article V. In the event the Board of designated committee approves the erection of a satellite antenna, each antenna shall be completely surrounded by fence or hedge as specified by the Board or its designated committee.

Section 8. Outdoor Clothes Drying. No outdoor clothes drying shall be allowed.

Section 9. Easements. The Declarant, for itself, and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releasable easement, privilege and right on, over and under (i) the Common Areas; (ii) all easements of records as described on the plat of Lake Dexter Woods as recorded in the Public Records of Polk County, Florida, and to any adjacent properties Declarant owns.

- (a) The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and right referred to in the section so long as the Declarant shall own a least one (1) lot within the Property. The Owners of the Lot subject to the privileges, rights, and easements referred to in this section shall acquire no right, title, or interest in or to any pipes, lines, or other equipment or facilities places on, over, or under the Property which is subject to said privileges, rights, and easements and the sole and the exclusive Property of the Declarant and its successors and assigns.

Section 10. Parking. No parking facilities are allowed on any single Lot except a

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paved pad large enough for not more than four (4) automobiles. No wheeled vehicles of any kind, boats, or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. Said vehicles, boats, or objects may be so kept if completely inside a garage attached to the main residence or within the rear yard.

Private automobiles or vehicles of the occupants may be parked in the driveway on the Lot. No wheeled vehicle or boat shall be kept or parked in front or side yard of any Lot. No trailers or recreational vehicles shall be maintained or kept on any lot.

Section 11. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that each household may keep not more than two (2) household pets, provided that they are not kept, bred, or maintained for any commercial purposes. Any household pet must not exceed 20 lbs. in weight and must be kept on a leash while outdoors.

Section 12. Architectural Control Committee Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violations shall not be of such nature to defeat the intent and purpose of these covenants, the Architectural Control Committee shall have the right and authority to waive such a violation.

Section 13. Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. All aboveground receptacles for garbage and trash shall be permanently housed so as not to be visible from the front of the property.

Section 14. Signs. No sign of any kind may be displayed to the public view on any Lot except one professional sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by the Declarant to advertise the Property during the initial construction and sales period.

Section 15. Common Areas. All areas of Lake Dexter not contained within the Lots are Common Property, which areas are owned by the Association and are set aside for the use of the members of the Association for the uses and purposes as set forth in the articles of Incorporation and By-Laws of the Association and the plat of Lake Dexter, subject to the following conditions and limitations:

- A. The streets, roadways, and parking areas shall be used for vehicular and pedestrian

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traffic in accordance with such rules and regulations as the Association shall from time to time establish.

- B. The recreational facilities shall be used for their intended purposes at such times and in accordance with such rules and regulations as the Association shall from time to time establish.
- C. No additional improvements shall be constructed upon any portion of the common Areas without the approval of the Architectural Control Committee. These areas shall be maintained by the Association as recreational areas and roadways as provided in the plats of the Property for the use and benefit of all Lot owners.
- D. No activities constituting a nuisance shall be conducted upon Common Areas.
- E. No rubbish, trash, garbage, or other discarded items shall be placed or allowed to remain upon Common Areas.
- F. The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all members of the Association.
- G. The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the Property owned by the Association. The Association at all times shall procure, maintain, and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Areas. Said insurance policies shall be in the name of the Association and for the benefit of the Association members and owners of record and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance, as they deem advisable. The sum and extent of such insurance coverage at all times shall meet all requirements, if any, applicable to the Common Areas established by the VA.
- H. At all times hereafter, all capital improvements to the Common Areas, except for replacement or repair of those items installed by the Declarant and except for

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personal property related to the maintenance of the Common Areas, shall require the approval of two-thirds (2/3) of the votes entitled to be cast.

Section 16. Property Maintenance. In the event an owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Control Committee, including landscaping, grass, and shrubbery, the Owner shall be notified and given thirty (30) days in which to correct or abate the situation. If the Owner fails to do so, the Committee shall have the right (although it shall not be required to do so) to enter upon said lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the buildings and other improvements located thereupon at the sole cost of the Owner of said Lot. The cost of such repair, maintenance, and restoration shall thereupon constitute a lien upon said Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance, and enforcement of said lien shall be in accordance with the mechanics lien law of the State of Florida, and the Owner of said Lot, by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance, and restoration. The lien herein provided will be subordinate to any first mortgage lien.

Section 17. Utilities. The Garden Grove Water Company, or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except portable water which is obtained from Garden Grove Water Company, or its successors or assigns. All sewage from any building must be disposed of through the sewage lines and disposal plant owned and controlled by Garden Grove Water Company, or its successors or assigns. No water from air-conditioning system, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. Garden Grove Water Company has a non-exclusive perpetual easement and right in and to, over and under property as described in this Declaration and the plat of the Property for the purpose of installation and/or repair of water and sewage facilities.

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ARTICLE VII

Lake Lots

Section 1. Maintenance. Certain Lots contained within the development are adjacent to or constitute part of a lake (the "Lake Lots"). Each Lake Lot shall be maintained so that grass, planting, or other lateral support of the embankments shall prevent erosion of the embankments and shall be maintained in a clean, neat, and orderly condition, including, but not limited to the control of growth of and eradication of plants, fowl, reptiles, animals, and fish as may be consistent with good lake maintenance and with preservation of lake areas as recreational areas.

Section 2. Structures. No docks or other structures shall be constructed on any Lake Lot extending into the lake areas without the approval of the architectural review committee.

Section 3. Nuisances. No activities constituting a nuisance shall be conducted upon the lake areas and no rubbish, trash, garage, or any other discarded items shall be deposited in the lake.

Section 4. Plants. No plants may be positioned so as to extend into or permitted to grow into the lake.

ARTICLE VIII

General Provisions

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein

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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 wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenant and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by no less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the VA: annexation of additional properties, dedication of Common Area of Private Drives, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

— Polk Official Record: 2357 —
— Pages 1750 through 1770 —
