

# Bentley North

## HOA Summary

**This summary is provided for general informational purposes** and is not part of the recorded HOA documents nor a full list of restrictions and covenants. Refer to the full HOA governing docs for a complete understanding of the Homeowners' Association covenants, bylaws, and restrictions. **WRITTEN APPROVAL FROM THE ARCHITECTURAL REVIEW BOARD IS REQUIRED PRIOR TO MAKING ANY EXTERIOR CHANGES TO THE PROPERTY.**

### Fences

**Materials:** Allowed - White or tan polyvinyl chloride (PVC) or black aluminum. Not allowed - chain link (except black vinyl coated chain link fence across the rear of waterfronts or preservation areas), barbed wire, or electric strands.

**Height:** 3 to 6 feet

### Landscaping and Yard Use

**Trees, plants, and landscaping:** No limitations noted

**Garden beds:** No limitations noted

**Swing sets and sports equipment:** Allowed - Playground equipment must be located in the rear of yard and yard must be enclosed with a privacy fence.

**Sheds:** Allowed in backyard, no higher than 8-ft., yard must be enclosed with 6-ft. privacy fence

**Swimming pools:** Allowed - In ground. Not allowed - above ground.

### Parking and Motor Vehicles

**Commercial / Work Vehicles:** Allowed in garage

**Boats, RV's, ATV's, jet skis, etc.:** Allowed in garage or area designated by declarant

**Trailers:** Allowed in garage or area designated by declarant

### Animals

**Number:** 3 household pets (5 with a waiver)

**Restrictions:** Any dog whose breed is noted for its viciousness or ill temper, in particular, the "Pit Bull" or any crossbreeds of such breeds.

**Livestock:** Not allowed

### Rentals

**Long term:** No limitations noted

**Short term:** No limitations noted



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For informational purposes only; subject to change without notice. Refer to the full covenants and association governing docs for a complete understanding of the Homeowners' Association.



INSTR # 2023185081  
BK 12793 Pgs 1057-1061 PG(s) 25  
RECORDED 08/08/2023 02:29:25 PM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES \$214.00  
RECORDED BY hollhoga

(Recording Data Above)

**DECLARATION OF COVENANTS,  
RESTRICTIONS, EASEMENTS, LIMITATIONS AND CONDITIONS  
FOR  
BENTLEY NORTH**

THIS DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, LIMITATIONS AND CONDITIONS FOR BENTLEY NORTH ("Declaration") is made this 4th day of August 2023, by Danny Sadler (the "Developer") and joined by Bentley North Homeowners Association, Inc.

**WITNESSETH:**

As used herein and as used in the Articles of Incorporation and Bylaws of the Association, the following terms shall have the following meanings:

"Applicable Laws" shall mean all federal, Florida, county and city laws, statutes, ordinances, rules and regulations and all rules and regulations promulgated by governmental agencies as the same are in effect from time to time which are applicable to the Property.

"ARC" shall mean the Architectural Review Committee appointed by the Directors.

"Articles" shall mean the Articles of Incorporation of the Association in the form attached hereto as Exhibit "A", and all amendments thereto.

"Association" shall mean and refer to BENTLEY NORTH Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

"Bylaws" shall mean the Bylaws of the Association in the form attached hereto as Exhibit "B", and all amendments thereto.

"Common Area" shall mean all lands conveyed to and owned by the Association.

"Declaration" shall mean this Declaration of Covenants, Easements, Restrictions, Limitations and Condition for BENTLEY NORTH.

"Developer" shall mean Danny Sadler & Cara Sadler their successors and assigns.

"District" shall mean Southwest Florida Water Management District.

"Drainage Facilities" shall mean and refer to the surface water management facilities, including but not limited to, the Retention Areas, all drainage easements depicted on the plat of the Subdivision, all pipe lines, inlets, catch basins, ditches, swales, culverts, water control structures, and other equipment, fixtures and facilities which are a part of the surface water management and storm water drainage systems installed on and serving the Property and the Subdivision and all detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.

"Directors" shall mean the members of the Board of Directors of the Association and their successors in office, duly elected and serving in that capacity in accordance with the Bylaws.

"Improvements" shall mean any structure or artificially and intentionally created condition, together with all appurtenants thereto, of every type and kind located within the Subdivision, including, without limitation, buildings, walkways, sprinkler pipes, roads, sidewalks, street lights, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, windbreaks, planted trees and shrubs, conduits for telephone lines, storm drainage, cable television lines and site lighting poles, signs and shared equipment and/or utility type services such as water, sewer and electric systems and other commonly shared equipment and/or utility type services, if any.

"Lot" or "Lots" shall mean and include all parcels of land into which the Subdivision has been subdivided by the Developer as depicted on the plat or plats of the Subdivision, except for the Common Area.

"Maintenance" shall mean the exercise of reasonable care to keep the Improvements, including, without limitation, each dwelling, the driveways, parking areas, landscaping, lighting and other related improvements and fixtures in condition comparable to the original condition, normal wear and tear excepted. Maintenance of lawn areas, shrubbery, trees and other landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy weed-free environment for optimum plant growth.

"Member" shall mean every person or entity who holds membership in the Association.

"Mortgage" shall mean a mortgage encumbering a Lot which mortgage is held either by a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage company, federal or state agencies, the Developer or such other institutional or private mortgage holder as shall be acceptable and approved by the Directors.

"Mortgagee" shall mean the holder of a Mortgage.

"Owner" or "Owners" shall mean the holder or holders of the fee simple title to the Lots.

"Permits" shall mean any and all governmental permits and approvals associated with the Property, including, without limitation, the surface water management permits issued by the District and Polk County.

"Property" or "Subdivision" shall mean the Subdivision known as BENTLEY NORTH, as legally described on Exhibit "A" attached hereto and incorporated herein by reference, and which shall be according to the plat of BENTLEY NORTH, to be recorded in the Public Records of Polk County, Florida, and any addition thereto added pursuant to the provisions of this Declaration.

"Retention Areas" shall mean and refer to the storm water drainage and retention and pond areas depicted upon the plat or plats of the Subdivision.

WHEREAS, the Developer is the owner of the Property;

WHEREAS, the Developer desires to impose certain restrictive covenants and conditions on the Property for the benefit of and limitation upon all subsequent grantees;

NOW, THEREFORE, the foregoing definitions are incorporated herein by reference and the following covenants, restrictions, limitations and conditions are hereby imposed upon the Property and each of the Lots, all of which shall be deemed covenants running with the land.

## **ARTICLE I**

### **ASSOCIATION**

1.1 **MEMBERSHIP IN THE ASSOCIATION.** The Association has been incorporated and has articles of incorporation and bylaws in the form of the Articles and Bylaws, the provisions of which are incorporated herein by reference and made a part of this Declaration. The Owners of all Lots in the Property shall be members of the Association. By acceptance of a deed conveying a Lot in the Property, each Lot Owner agrees to be bound by all of the terms, conditions, and provisions of the Articles and Bylaws of the Association. Membership in the Association shall be appurtenant to the ownership of Lots and may not be transferred separate from the ownership of a Lot. Membership shall be established by acquisition of ownership of the fee simple title to a Lot, whether by conveyance, devise, judicial decree or otherwise and by the recordation among the public records of Polk County, Florida of the deed or other instrument establishing the acquisition and designation of the Lot affected. Promptly after recording of the evidence of title, a copy of the recorded evidence of title shall be delivered to the Association. The new Owner designated in such deed or other instrument shall thereupon become a Member of the Association and the membership of the prior Owner shall be terminated.

1.2 **ARTICLES OF INCORPORATION.** The Articles of Incorporation of the Association are attached hereto as Exhibit "A" and incorporated herein by reference.

1.3 **BYLAWS.** The Bylaws of the Association in their initial form are attached hereto as Exhibit "B" and are incorporated herein by reference.

1.4 **VOTING.** Each Owner of a Lot is a Member in the Association entitled to vote in the manner set forth in the Bylaws.

## **ARTICLE II**

### **RIGHTS AND OBLIGATIONS OF ASSOCIATION AND OWNERS**

The Association shall have all powers and authority given to corporations for profit and corporations not for profit as provided by law and to the extent permitted by law, except to the extent expressly limited in this Declaration, the Bylaws or the Articles. In addition, the Association shall have all powers and duties enumerated in this Declaration, the Articles and the Bylaws. The Association shall have the rights and obligations specified in this Article.

2.1 **MANDATORY ASSOCIATION MAINTENANCE.** The Association shall perform the following Maintenance:

2.1.1 Maintain, repair and replace the Drainage Facilities and all aspects of the surface water management system for the Subdivision in accordance with the requirements of the District, Applicable Laws and applicable Permits.

2.1.2 Regularly cut the grass and other vegetation located within the Common Area, and lying between the Common Area and the paved or other impervious surface of the abutting street.

2.1.3 Maintain, repair and replace any signage for the Subdivision at the entrance to the Subdivision.

2.1.4 Maintain, repair and replace the gates and related equipment, fixtures, entrance signs and landscaping at the entrance to the Subdivision and within the Common Area.

2.1.5 Maintain, repair and replace the Private Street in a good, safe condition.

2.1.6 Construct improvements within the Common Area, but only after a two-thirds vote of each class of the Members present and voting at a meeting of the Members duly called and held pursuant to the Bylaws.

2.1.7 Maintain, repair and replace all Improvements now existing or hereafter constructed within the Common Area.

2.1.8 Maintain, irrigate, fertilize and replace any landscape plants now or hereafter existing within the Common Area and at the entrance area to the Subdivision.

2.1.9 Maintain, repair and replace such wall, fencing or other buffer and associated, signage, lighting, irrigation and landscaping constructed or installed by the Developer.

2.1.10 Receive a Deed of Conveyance from the Developer and continue to own the Common Area, free and clear of encumbrances, except for real estate taxes and assessments.

2.1.11 Pay all real estate taxes and tangible personal property taxes assessed with respect to any real or personal property owned by the Association.

2.1.12 Provide public liability insurance in such amounts and with such coverage as the Directors shall determine from time to time appropriate.

2.1.13 Provide fire and casualty insurance to insure any improvements, fixtures or equipment now or hereafter owned by the Association and to insure any Improvements which are insurable and are part of the Common Area.

2.1.14 Pay all water bills for water use for irrigation for landscaping which is the responsibility of the Association to maintain.

2.1.15 Pay all electric bills for operation of any lighting for entrance signs or other lighting at the entrance of the Subdivision, pay for all electric bills for private street lighting, which is not included within a street lighting district or until a street lighting district is established to pay electric bills with respect to street lights, and pay for the cost of all utilities associated with the operation of the gates at the entrance to the Subdivision, including electric and telephone.

2.1.16 Pay all of the costs of the operation, utilities, Maintenance, repair and replacement of the Improvements which are part of the Common Area.

2.1.17 Adopt such rules and regulations as the Directors shall deem appropriate concerning the use of the Common Area, including such rules and regulations as the Directors deem appropriate to restrict or prohibit entry upon the Retention Areas.

2.1.18 To the extent that an Owner of a Lot fails to perform any items of maintenance, repair and replacement obligations of such Owner under this Declaration the Association shall have the right, but not the responsibility, to perform such maintenance, repair or replacement obligations.

2.1.19 Perform such other maintenance, repair and replacement as the Directors shall determine to be in the best interest and for the purpose of promoting the health, safety, general welfare and benefit of the Members and the Subdivision.

2.2 OPTIONAL ASSOCIATION MAINTENANCE. In addition to the mandatory maintenance set forth above, the Association shall have the right to provide such Maintenance on any Owner's Lot to the extent that the Owner fails or refuses to properly and adequately perform the Maintenance required to be performed by the Owner to keep the dwelling and other Improvements on such Owner's Lot maintained in accordance with the provisions of this Declaration and in accordance with guidelines established from time to time by the ARC so that the Improvements on such Owner's Lot are maintained in a neat and attractive manner so as not to detract from the Subdivision. Such maintenance shall only be performed upon the affirmative vote of two-thirds of the Directors and in such event the Association shall have the right, through its agents, employees and contractors, to enter upon the Lot and any dwelling on the Lot for the purpose of repairing, maintaining and restoring the dwelling on such Lot and the exterior of the dwelling and any other Improvements and landscaping in a manner required by this Declaration. The Association is hereby granted a temporary easement to enter upon any Lot and any dwelling for such purposes, which easement may be delegated by the Association to agents and contractors of Association.

## **ARTICLE III**

### **ASSESSMENT**

3.1 **ASSESSMENTS.** For the operation of the Association and the performance of the maintenance obligations of the Association and for the purpose of complying with the other terms, conditions and provisions imposed upon the Association by this Declaration, the Developer declares it necessary to require Owners to pay annual assessments and special assessments for capital improvements and special individual assessments in the manner specified below and in the Bylaws, and each Owner accepts the obligation to pay assessments and covenants and agrees to pay such assessments by the acceptance of such Owner's deed. The Drainage Facilities are hereby dedicated by the Developer to the Association, shall be owned by the Association, shall be deemed common property in accordance with the rules of the District, and the annual assessments shall be used for the payment of the operation, maintenance, repair and replacement of the Drainage Facilities.

3.2 **PURPOSE OF ANNUAL ASSESSMENT.** Annual assessments shall be levied by the Association in accordance with the provisions of this Declaration and the Bylaws and shall be used exclusively to promote the health, safety, welfare, recreation, common benefit and enjoyment of the Owners and others residing in the Subdivision and for the improvement and maintenance of the Common Area, and of each dwelling constructed on each Lot within the Subdivision and for the payment of the operation, maintenance, repair and replacement of the Drainage Facilities. Annual assessments shall include, and the Association shall expend out of the funds derived from the annual assessments, the following costs and expenses:

3.2.1 The cost of performing the Maintenance required by or permitted by this Declaration to be performed by or at the direction of the Directors.

3.2.2 The cost of providing water, electricity, lighting and other necessary utility services for the Common Area.

3.2.3 The cost of fire insurance covering the full insurable replacement value of the Improvements in the Common Area, with extended coverage.

3.2.4 The cost of liability insurance insuring the Association against any and all liability to the public, to any Owner or to any invitee or tenant of any Owner arising out of their occupation and/or use of the Common Area or any of the other activities or responsibilities of the Association. The policy limits shall be set by the Directors and shall be reviewed at least annually and increased or decreased in the discretion of the Directors.

3.2.5 The cost of workers compensation insurance to the extent required by applicable Florida law and any other insurance deemed necessary by the Directors of the Association.

3.2.6 The cost of a standard fidelity bond covering all Directors and all other employees of the Association in an amount to be determined by the Directors.

3.2.7 The cost of any other materials, supplies, furniture, labor, services (including professional services such as legal, accounting, engineering and architectural), maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Directors for the operation of the Common Area, for the benefit of the Owners or for the enforcement of the provisions of this Declaration.

3.2.8 The cost of performing any other duty or obligation of the Association as set forth in this Declaration, the Articles, the Bylaws, any Permit issued to the Association, or under Applicable Laws.

3.3 ASSESSMENT PROVISIONS. The provisions with respect to assessments, the manner in which the assessments are to be adopted, interest on assessments and other provisions with respect to assessments are provided for in the Bylaws, the terms, conditions and provisions of which are specifically incorporated into this Declaration by reference.

3.4 ANNUAL ASSESSMENTS. The initial annual assessment for the first fiscal year of the Association (calendar year 2023) shall be \$450.00 per Lot. The Directors shall establish the amount of the assessments in the manner provided in the Bylaws and shall also establish the frequency and due dates of assessments. If expenses exceed the amount estimated in the budget, the Directors may increase the amount of the assessments as a result of such unanticipated increase in expenses in the same manner as assessments are established in the Bylaws. So long as the Developer is in control of the Association and is entitled to elect a majority of the Directors, the Developer will not be obligated to pay assessments and the Developer agrees to pay any operating expenses incurred by the Association that exceed the assessments receivable from Members other than the Developer, together with other revenue and receipts of the Association. The Developer shall have the right to be released from the foregoing obligation to pay any shortfall or deficit occurring or arising after the earlier of the date of notice by the Developer to all Owners that the Developer elects to begin paying assessments for Lots owned by the Developer or the date the Developer gives notice of its desire to turn over, and does turn over, control of the Association to the Members other than the Developer.

3.5 COMMENCEMENT OF ANNUAL ASSESSMENTS. Annual assessment provided for above with respect to a particular Lot shall commence on the date of the sale of such Lot by the Developer. Written notice of the annual assessment shall be sent to each Owner and the due date shall be established by the Directors. The Association shall, upon demand of a Lot Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

3.6 UNIFORM RATE OF ASSESSMENTS. Annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis, as determined by the Directors.

3.7 LIEN FOR ASSESSMENTS. The Association shall have a lien on a Lot for all unpaid assessments applicable and chargeable to the Owner of such Lot, together with interest



thereon and cost of collection specified in Section 3.8 below. The Lien shall be superior to all other liens and encumbrances on the Lot, except for the lien for ad valorem taxes and the lien for all sums which the Owner of such Lot is obligated to pay under any Mortgage encumbering such Lot duly recorded in the public records of Polk County, Florida. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in the public records, shall be deemed to consent to the liens and assessments of the Association and such other liens and encumbrances shall be inferior to future liens for assessments of the Association whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. The Association may, but is not obligated to as a prerequisite to enforcing its lien rights, record in the public records of Polk County, Florida, a notice of the lien setting forth the amount of any delinquent assessment. A sale or transfer of any Lot shall not affect the assessment lien or the obligation of a Lot Owner to pay the assessment and other amounts due the Association.

**3.8 ENFORCEMENT OF LIEN AND COLLECTION.** The Directors may take such action as they deem necessary to collect delinquent assessments, by legal proceedings personally against an Owner or by proceedings to enforce and foreclose the lien for the assessments and may settle and compromise such amounts that are due, if deemed by the Directors to be in the best interests of the Association. All costs and fees incurred by the Association or the management company employed by the Association as a result of the non-compliance by a Lot Owner of the obligations of the Lot Owner under this Declaration, including, without limitation, costs of collecting delinquent assessments, shall be the Lot Owner's obligation to pay. The foregoing costs and fees shall include all fees and costs charged by the management company employed by the Association related to the non-compliance by the Lot Owner, all attorneys' fees, paralegal fees and costs incurred by the Association at the pretrial and trial levels and in connection with all appellate proceedings, and in connection with bankruptcy and administrative proceedings arising out of or related to any non-compliance by a Lot Owner of any obligation of the Lot Owner under this Declaration. Each Owner by the acceptance of the deed to such Owner's Lot vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of the assessments and all costs of collection as a debt or to foreclose the lien in the same manner as other liens for improvement of real property are foreclosed. The lien provided for in this section shall be in favor of the Association. No Owner may waive or otherwise escape liability for the assessments provided for in this Article by abandonment of such Owner's Lot. At any foreclosure sale held pursuant to a foreclosure of the lien, the Association shall be entitled to bid at such sale and to apply as a cash credit against the Association's bid all sums due the Association covered by the lien being foreclosed.

**3.9 RIGHTS OF MORTGAGEE.** Notwithstanding anything to the contrary contained in this Declaration, when a Mortgagee acquires title to a Lot as a result of the foreclosure of a Mortgage or when the Mortgagee accepts a deed to the Lot in lieu of foreclosure, such Mortgagee, its successors and assigns, shall only be liable for the assessments by the Association pertaining to such Lot which became due prior to acquisition of title as a result of such foreclosure or acceptance of a deed in lieu of foreclosure to the extent specified in Section 720.3085 of the Florida Statutes, as amended, provided Mortgagee complies with all of the requirements of such Section of the Florida Statutes. The remaining portion of any unpaid assessments for which Mortgagee is not liable under such Section of the Florida Statutes shall be deemed to be common expenses collectible from all of the other Owners, including such entity acquiring title as a result of such foreclosure or deed in lieu of foreclosure. The new Owner shall become liable for payment of

assessments from the date such new Owner acquires title to the Lot. Except to the extent of the forgoing obligation by the Mortgagee to pay such portion of the delinquent assessments under such Section of the Florida Statutes, the lien for all assessments provided for in this Article III shall be subordinate to the lien of any Mortgage which is now or hereafter placed upon any Lot.

3.10 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized herein, the Association may levy, in any assessment year, a special assessment applicable to that year 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 Area, including fixtures and personal property related thereto, provided that any such assessments shall require the affirmative vote (in person or by proxy) or written consent, or combination thereof, of members holding not less than two-thirds (2/3rds) of each class of membership at a meeting duly called for that purpose. So, long as the Developer owns at least one Lot in the Subdivision, no special assessment shall be adopted by the Association without the prior written consent of the Developer.

3.11 EMERGENCY ASSESSMENTS. The Association may also levy an emergency assessment at any time by majority vote of the Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters, that affect the Common Area or any maintenance obligations of the Association, any unexpected expenditures not provided for by the budget or unanticipated increases in the amounts budgeted. Emergency assessments shall be due and payable at the time and in the manner specified by the Directors.

3.12 NEW MEMBER ASSESSMENT. Each Owner who purchases a Lot from the Developer, and thereafter each new Owner upon the transfer of title to a Lot to such new Owner, shall contribute a new member assessment in the amount of \$350.00 to the Association at the time of the closing of the purchase of the Lot, which amount shall be collected by the closing agent and paid to the Association. Such funds may be used for any purpose for which the Association may levy an assessment, including, without limitation, start-up expenses, supplies, purchase of Association property and equipment and other common expenses paid or accrued by the Association before or after the commencement of the levy of Assessments. The Directors may increase such new member assessment no more often than every five (5) years and may not increase the assessment by more than ten percent (10%).

3.13 HOMESTEAD. By acceptance of a deed, the Owner of each Lot is deemed to acknowledge that the obligations created by the assessments provided for in this Declaration and in the Bylaws, constitute obligations benefiting homestead property and the assessment liens provided for herein shall be superior to any claim of homestead status.

3.13.1 ASSIGNMENT TO DEVELOPER. During the period of time that the Developer is in control of the Association and is in entitled to elect a majority of the Directors, and until the Developer is released from the obligation to fund the shortfall or deficit in the operating expenses by electing to begin paying assessments for Lots owned by the Developer or turns over control of the Association to the Members other than the Developer, as provided in Section 3.4 of this Declaration (collectively "Developer Funding Period"), the Association hereby assigns, transfers and sets over unto the Developer, and does hereby grant a security interest in and pledge to the Developer all assessments collectable from Owners which are not paid on or before the date

when due and all right, title and interest in and to all rights of collection from such delinquent Owners including all costs of collection, attorneys' fees and court costs owed by such delinquent Owners to the Association ("Delinquent Assessments"), but only to the extent of the aggregate of all amounts paid by the Developer to the Association to fund the deficit or the shortfall ("Developer Funding") up to the conclusion of the Developer Funding Period. The Association shall sign such documents as the Developer shall reasonably require from time to time to evidence such assignment and shall assist the Developer in collecting the Delinquent Assessments, including assistance and cooperation subsequent to Developer Funding Period. During the Developer Funding Period, to the extent that there are Delinquent Assessments, the Association shall sign and execute such documents and instruments as the Developer shall reasonably require to specifically assign the Delinquent Assessments, including the assignment of any claims of lien filed by the Association, to the Developer, and all proceeds from the collection of Delinquent Assessments shall be paid to the Developer, but only until Developer has been reimbursed for amounts paid by Developer to the Association as Developer Funding during the applicable fiscal year of the Association, and thereafter Delinquent Assessments for such fiscal year shall be reassigned to the Association. The amount of Developer Funding shall be determined on a fiscal year basis so that to the extent that there are Delinquent Assessments for a particular fiscal year of the Association, such Delinquent Assessments shall be assigned to, paid to and collected by the Developer, but only to the extent of Developer Funding during such fiscal year.

#### **ARTICLE IV**

##### **PROPERTY RIGHTS OF OWNERS**

4.1 **RIGHTS OF OWNERS.** Each Owner shall have all rights of a fee simple owner of real property with respect to such Owner's Lot and may exercise full proprietary interest therein subject only to the covenants contained herein and any other restrictions, covenants or easements affecting such Lot.

4.2 **OWNER'S EASEMENT OF ENJOYMENT.** Every Owner of a Lot shall have a non-exclusive right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to such Lot, subject to the following provisions:

4.2.1 The right of the Directors to adopt rules and regulations governing the use and enjoyment of the Common Area by the Owners and others.

4.2.2 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 the approval by and such conditions as may be imposed by two-thirds vote of each class of the Members present and voting in person or by proxy at a duly called meeting of the Members.

4.2.3 The right of the Developer, any builders designated by the Developer and the sales representatives of the Developer and such builders to display sales advertising and information on the Common Area advertising Lots and homes in the Subdivision for sale and to use the Common Area in connection with construction of improvements on the Common Area and private property.

4.2.4 For so long as the Developer or any builder owns a Lot in the Subdivision, if the Subdivision is a gated community, the right of the Developer, any builders designated by the Developer and the sales representatives of the Developer and such builders to require that the gates at the entrance to the Subdivision remain open for unrestricted ingress to and unrestricted egress from the Subdivision for viewing and inspection by customers of the Developer, any builder designated by the Developer and the sales representatives of the Developer or such builders.

4.2.5 The right of the Developer and the Association to convey and grant easements in and to the Common Area for utility services, drainage, access and other public or private uses which in their opinion benefit the Subdivision as a whole.

4.2.6 The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional common area or for constructing, repairing or improving facilities located thereon and to give as security for the payment of any such loans, a mortgage encumbering all or any portion of the Common Area, provided that the lien and encumbrance of any such mortgage shall be subordinate to the rights of the Owners under this Declaration.

4.2.7 The right of the Developer and/or the Association to construct and reconstruct such improvements on the Common Area as they deem necessary or appropriate, provided, that no construction by the Association shall be undertaken or commenced without a two-thirds vote of each class of the Members present in person or by proxy and voting at a duly called and held meeting of the Members.

4.3 GUESTS AND INVITEES. Each Owner, subject to such limitations as may be imposed by the Association, the Bylaws and rules and regulations promulgated by the Directors, may delegate the Owner's right of enjoyment in and to the Common Area to family members, guests, tenants and invitees of the Owner.

4.4 VIOLATION OF RULES AND DECLARATION. Each Owner is responsible for the actions of any family member of the Owner, and any tenant, guest and invitee of Owner. In the event of the violation of the rules and regulations promulgated by the Association, or in the event of the violation by an Owner, any family member of Owner, or any tenant, guest or invitee of Owner, of the provisions of this Declaration, in addition to any and all other remedies or rights of the Association, the Association shall have the right to suspend for such period of time as the Directors deems reasonable: the rights of the Owner responsible for such violation to vote at any meeting of the Members of the Association, and the rights of the Owner, Owner's family members, tenants, guests and invitees to use any portion of the Common Area. In addition, the Association may levy fines, not to exceed \$100 per violation, against any Member or any tenant, guest or invitee for such violation, except that no fine shall exceed, cumulatively, \$5,000. Such fine or suspension may only be imposed after not less than fourteen (14) days prior written notice and after providing an opportunity for a hearing before a committee of at least three (3) Members appointed by the Directors who are not officers, Directors or employees of the Association, or the spouse, parent, child, brother or sister of any officer, Director or employee of the Association in accordance with procedures to be established in the rules and regulations. Such committee shall either ratify or disagree with the fine and if the committee does not agree with the fine, the fine shall not be levied. If a majority of the committee agrees with the fine, the fine shall be paid within a period of ten (10) days after written notice of the decision of the committee. If the fine is levied

against a tenant and is not paid within ten (10) days from the date due, the Association shall have the right, power and authority to evict the tenant from the dwelling occupied by such tenant. Any lease of a dwelling shall be deemed to incorporate by reference the provisions of this Declaration, including, without limitation, the foregoing authority to evict a tenant for violation of any rule or regulation promulgated by the Association through its directors or any of the provisions of this Declaration. In the event fines are not paid, fines shall be enforceable by legal proceedings and the prevailing party of such legal proceeding shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorney's fees and cost at the trial and appellate levels as determined by the court.

## **ARTICLE V**

### **USE RESTRICTIONS**

In order to promote the health, safety and general welfare of the Owners and all occupants of each dwelling on the Lots and in order to protect and enhance the value, attractiveness and desirability of the Subdivision and for the use of the common good of the Owners, the following restrictions are placed on the use of the Lots, which restrictions shall expressly be binding upon the Developer, all Owners and their heirs, legal representatives, successors and assigns:

5.1 **RESIDENTIAL USE AND MINIMUM SIZE.** No Lot shall be used except for single-family residential purposes. No business activity shall be conducted or engaged in on any Lot in connection with the residential usage of any Lot, other than business activity which is: (i) conducted within the air conditioned living area of a dwelling on a Lot, (ii) does not involve customers visiting the dwelling, and (iii) does not involve delivery trucks visiting the dwelling more than five times per week. Each single-family dwelling may not exceed two (2) stories in height and shall contain a minimum of fourteen hundred (1,400) square feet of floor area of air conditioned living area, exclusive of screened or unscreened porches, covered or uncovered sidewalks, breezeways, approaches, garages and carports. All computations of "floor area" shall be measured by outside dimensions. No building shall be erected, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling, except for utility buildings approved in accordance with the provisions of this Declaration.

5.2 **LOT SIZE.** No Lot shall be reduced in size except by the Developer.

5.3 **GARAGES.** Each single-family dwelling shall have a private, totally enclosed garage, capable of housing at least two (2) cars, together with a driveway constructed using concrete paver bricks or constructed with such other compatible material as is approved by the ARC, extending from the garage to the front Lot line. Each garage shall be attached to the dwelling, shall conform architecturally to the design of the dwelling and may be front facing or front opening (face the street or open to the street), or open to the side Lot line (Courtyard entrance). No carports shall be permitted.

5.4 **DRIVEWAY APRON AND DRIVEWAY.** At the time of the construction of the dwelling on each Lot, a concrete paver brick (or such other compatible material as is approved by the ARC) driveway apron from the street curb to the Lot line and a concrete paver brick (or such

other compatible material as is approved by the ARC) driveway from the Lot line to the garage shall be constructed.

5.5 LANDSCAPING AND TREES. No owner shall install or plant any landscaping plants or trees on any Lot without obtaining the prior written approval of the ARC in each instance, which approval the ARC may withhold in the sole and absolute discretion of the ARC. Any such landscaping and trees permitted by the ARC to be installed by an Owner shall be maintained at the sole cost and expense of the Owner of the Lot. Within a period of one (1) month after completion of the construction of the dwelling on each Lot, all areas on each Lot not covered by improvements, driveways, parking areas and walkways shall be properly landscaped and sodded in accordance with a landscape plan approved by the ARC, including the planting of St. Augustine grass, Zoysia grass, or such other type of grass as is approved by the ARC and all grassed and planted areas must have irrigation systems installed and properly maintained. All landscaped areas and grassed areas shall be maintained in a good healthy condition and good horticultural standards shall be observed in the maintenance of plants and other vegetation in these areas. Any plantings or grass which die or are removed shall be replaced with plantings and grass equivalent to the original approved landscape design, or shall be in accordance with a new landscape plan submitted to and approved by the ARC. The Owner of each Lot shall comply with all land development laws, rules and regulations with respect to landscaping, shrubbery and trees. Trees on Lots shall be maintained in a good and healthy condition including proper fertilization, trimming of dead wood and protection against rot.

5.6 CONSTRUCTION. No building or Improvement or alteration or addition of existing Improvements or the dwelling, including interior alterations, shall be permitted without the prior written approval of the ARC in each instance, which approval may be withheld in the sole and exclusive discretion of the ARC. In the event any such construction is permitted, the Owner performing such construction shall obtain all necessary Permits and shall comply with all Applicable Laws. Exterior colors of all Improvements shall remain the colors initially approved by the ARC, unless the ARC permits any change or modification to such exterior colors. The finished exterior of each dwelling and garage constructed on each Lot must be either wood, brick, brick veneer, stucco or stone, and there shall be no exposed concrete block. Roofs shall be minimum thirty (30) year architectural dimensional shingles or other roof system approved by the ARC. All construction on each Lot shall be new construction. No used buildings or portable structures shall be moved onto any Lot. No prefabricated or modular single-family dwelling shall be erected, placed or permitted to remain on any Lot. No manufactured homes, mobile homes or house trailers shall be permitted on any Lot at any time. The Owner of a Lot shall keep the Lot free from litter, refuse, trash and debris and keep the Lot in a condition which does not detract from the Subdivision, including proper trimming and mowing on a regular basis.

5.7 SETBACKS. No portion of any dwelling or of any garage, or outbuilding shall be constructed or installed on any Lot in a manner inconsistent with governmental subdivision regulations applicable to the Subdivision. All buildings shall be set back from the Lot boundary lines in accordance with such regulations. In addition all buildings constructed or placed on any Lot shall be set back not less than twenty feet (20') from the front Lot boundary line of each Lot, set back not less than ten feet (10') from the rear Lot boundary line of each Lot and set back not less than five feet (5') from the side Lot boundary lines of each Lot.

5.8 UTILITY BUILDINGS. Any utility building, shed or outbuilding to be constructed on any Lot must be approved by the ARC and must have such finish so as to result in a structure which is architecturally similar and comparable in exterior appearance and finish to the dwelling constructed on such Lot. No structure of a temporary character, tents, shacks or any utility buildings, sheds or outbuildings shall be used on any Lot at any time as a dwelling, either temporarily or permanently.

5.9 MAINTENANCE BY OWNER. Each Owner shall be obligated to maintain and repair the dwelling on such Owner's Lot, all Improvements on such Owner's Lot, including all buildings, fixtures and appurtenances and all landscaping, in a good, attractive condition, as determined by the ARC, so that they do not detract from the Subdivision.

5.10 SIGNS. No sign of any kind shall be displayed to the public view on any Lot except for one (1) sign of not more than one (1) square foot identifying the owner thereof and one (1) sign of not more than three (3) square feet advertising the Property for sale or rent and except such signs and other advertising devices or structures of such size and design as the Developer shall approve in connection with the sale of Lots and the sale of homes constructed on Lots by builders in connection with the conduct of the Developer's operation for the development, subdivision and sale of Lots and homes in the Subdivision.

5.11 AERIALS AND TELEVISION ANTENNAS. No antennas, aerials, satellite dishes or other communications devise of any kind may be placed upon any Lot or on the exterior of any dwelling within the Subdivision unless such antenna, aerial, satellite dish or communications devise is not visible from any public right of way and is approved by the ARC. In addition, no satellite dish, wireless cable receiver or communications devise shall be located on any Lot unless the same has a diameter of twenty-four (24) inches or less, is not located in any setback area and is installed in a location approved by the ARC. The provisions of this paragraph shall be enforceable only to the extent that such enforcement is not prohibited by Applicable Laws.

5.12 BOATS AND VEHICLES. Boats, boat trailers, mobile homes, house trailers, travel trailers, camper vehicles, motor homes, trucks (such term shall not include sport utility vehicles, vans and minivans), pickup trucks and commercial vehicles shall not be permitted to remain in the Subdivision overnight; except that boats or boat trailers, travel trailers, motor homes, camper vehicles, pickup trucks and commercial vehicles are permitted when (a) parked in an enclosed garage; or (b) parked on the driveway to a Lot on a temporary basis, not exceeding three (3) days; or (c) parked on a Lot in a location behind the front setback line for the Lot, at least ten feet (10') inside each side and rear setback line, and when such boat or vehicle is not visible from the street and does not detract from the Subdivision. Except for inoperative vehicles which are parked in an enclosed garage, all vehicles shall have a current license tag registration and shall be in an operating condition. No vehicles shall be parked on any street or front lawn of the Subdivision overnight or on a regular basis.

5.13 ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided they are reasonable in number and provided further that they are not maintained or bred for any commercial purpose, and that proper restraint and control are used in the keeping of them. The Owner of each Lot shall be responsible for complying with all rules and regulations promulgated by the Directors

and all Applicable Laws with respect to dogs, cats, and other household pets owned and maintained by such Owner. Dogs shall not be allowed to run loose in the Subdivision and must be on a leash at all times when not within a fenced yard. Each Owner is responsible for assuring that dogs on such Owner's Lot are not a nuisance to other Owners in the Subdivision and shall restrain and control the barking of such Owner's dogs which are a nuisance or otherwise disturb other Owners in the Subdivision.

5.14 **LAWFUL AND COMPATIBLE USE.** No part of the Subdivision may be used for any purpose tending to injure its reputation, to disturb any of the neighbors, to constitute a nuisance or in any manner to increase the insurable risk or be in violation of any Applicable Laws. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on any Lot or in the Subdivision that may be or may become an annoyance or nuisance to the neighbors.

5.15 **FENCES AND PLANTINGS.** No continuous hedge or planting shall be permitted between the front setback line and the front property line of any Lot, except shrubbery next to the dwelling which does not detract from the Subdivision. No continuous fence, wall or like structure shall be permitted between the rear of the dwelling and the front lot line. No continuous planting or hedge over six feet (6') in height shall be permitted on any Lot. With respect to corner Lots which have frontage on two streets, the Developer will determine which street the dwelling is to face. The other street will be referred to as the side street. The area between the side street and the dwelling is referred to as side yard area. No continuous fence, wall or like structure shall be permitted between the Lot line of such side yard area and the line which is an extension of the front setback line for the Lot immediately adjacent to such side yard area. Each fence which an Owner desires to install on such Owner's Lot must be approved by the ARC. Each fence installed or placed on any Lot in the Subdivision must be of new material and: may only be constructed of black vinyl coated chain link, tan PVC material or such other material as is approved by the ARC; may not exceed six feet (6') in height along the rear of each Lot which must be constructed of tan PVC material along the rear of each Lot; may not exceed four feet (6') in height along the side Lot lines of each Lot if the fence is black vinyl coated chain link and may not exceed six feet (6') in height along the side Lot lines of each Lot if the fence is PVC material. Each fence constructed or installed on a Lot shall be of a design and construction that does not detract from the Subdivision and shall be maintained in good condition. The Owner of each Lot shall also be responsible for paying the cost of the repair and replacement of any portion of any wall, fence or other buffer which is damaged by the negligent or intentional act or omission of such Owner or a person under the supervision or responsibility of such Owner.

5.16 **POOLS.** No above ground pools may be installed on any Lot. All pools must be enclosed by fences or such other enclosures as are permitted in accordance with Applicable Laws.

5.17 **CLOTHESLINES.** Clotheslines and the drying of clothes or other items on lines outside of any dwelling on the Property are prohibited, to the extent permitted by law.

5.18 **RUBBISH.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. The Owner of each Lot shall place all garbage and trash in proper containers which shall be covered at all time and emptied regularly by a commercial garbage service. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Garbage cans and containers shall be maintained in a location so as to not be



visible from the street. Except during the construction of a dwelling on a Lot, all building materials shall be stored in a utility building or in such manner as not to be visible from the street and not to detract from the Subdivision.

**5.19 RECREATION EQUIPMENT.** Recreation equipment or structures, sports equipment or structures, and other equipment or structures shall not be placed in the street or road right-of-way and shall not be permitted to remain outside of the dwelling overnight between the front lot line and the rear corners of the dwelling. Permanent installation of any such equipment or structures is not permitted without the prior written approval of the ARC, which consent the ARC may withhold in the sole and exclusive discretion of the ARC. No recreation equipment is to be left unattended in the Common Area.

**5.20 EASEMENTS.** Easements for drainage and utilities are shown on the plat of the Subdivision. The drainage easements shown on the plat of the Subdivision shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures and utility sheds. Within the utility easements shown on the plat of the Subdivision, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The Owners of the Lots encumbered by such easements shall keep the easement areas free from obstruction and shall keep the grassed areas within such easement areas cut on a regular basis. The Owners shall have the responsibility to maintain and regularly cut all grassed areas in the drainage easements located on such Owner's Lot and shall maintain the swales and contour of the ground in the drainage easements in the condition they were in at the time of the completion of the development of the Subdivision by the Developer. No changes shall be made to any portion of the surface water management system (e.g., swale, retention area, control structure, pipes, etc.) which may adversely impact on the surface water management system/drainage design for the Subdivision.

**5.21 VEGETATION IN RIGHTS-OF-WAY.** Each Owner of a Lot agrees to maintain and trim the vegetation and cut the grass in the area between the boundary line of such Owner's Lot and the paved or other impervious surface of the road adjacent to such Owner's Lot and agrees to maintain and trim the vegetation and cut the grass in the area located within all drainage swales and drainage easements on such Owner's Lot. However, the maintenance of the Retention Areas shall be the responsibility of the Association. Each purchaser of a Lot acknowledges and understands that lands in the vicinity of a road right-of-way, drainage swale, drainage easement swale or the Retention Areas may be subject to temporary standing water when conditions abnormally increase the rate of flow of storm water runoff to such road right-of-way, drainage easement or the Retention Areas.

## **ARTICLE VI**

### **INSURANCE AND RECONSTRUCTION**

Each Owner shall maintain full and adequate insurance coverage to insure the dwelling against loss by fire, flood, windstorm and other casualty normally insured against by an insurance company authorized to do business in the State of Florida. Upon the request of the Directors, the Owner shall be obligated to furnish to the Association proof of such insurance. If all or any portion

of a dwelling is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner of the Lot on which the dwelling is located, with all due diligence to rebuild, repair or reconstruct such dwelling in a manner which will substantially restore the dwelling to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the casualty occurs and shall be completed within a period of eight (8) months after the casualty occurs, unless prevented by causes beyond the reasonable control of the Owner, or unless extended by the Directors. Any repair or reconstruction after casualty shall be in accordance with the original plans and specifications previously approved by applicable governmental authorities, in accordance with applicable Permits and all repair and reconstruction shall be pursued diligently and continuously until completed.

## **ARTICLE VII**

### **DEVELOPER'S ADDITIONAL RESERVED RIGHTS**

In addition to any and all other rights reserved by the Developer in this Declaration, the Articles and the Bylaws and notwithstanding any other provision set forth in the Declaration, the Articles and the Bylaws to the contrary, the Developer reserves the right to:

7.1 construct, market, advertise, and show to the public such homes, including model homes, within the Subdivision as desired by the Developer or as desired by any builder designated by the Developer;

7.2 if the Subdivision is a gated community, require that the gates at the entrance to the Subdivision remain in an open position and available for entry into and exit from the Subdivision by customers and potential customers of builders selected by Developer during hours that the model homes are open and available for viewing and inspection by customers of the Developer, any builder designated by the Developer and the sales representatives of the Developer or such builders;

7.3 install such signs within the Subdivision advertising the Subdivision and homes constructed by builders as the Developer desires;

7.4 carry on such construction and other activities within the Subdivision as the Developer shall desire in connection with the development of the Subdivision, the installation of Improvements within the Subdivision, the compliance with the requirements of governmental entities and agencies having jurisdiction over the Subdivision, and the construction of dwellings within the Subdivision by builders;

7.5 vacate or withdraw any area or portion of the Property subject to this Declaration, provided that the Developer owns all property which is to be vacated or withdrawn from this Declaration;

7.6 grant exceptions, waivers and variances from the strict application of the provisions of this Declaration and grant consents to encroachments of improvements into easements (the granting of the exceptions, waivers, variances and consents shall be within the sole and absolute authority, discretion and opinion of the Developer and the Developer may, in the Developer's sole

and exclusive discretion, unreasonably withhold any such exception, variance, consent or waiver; furthermore, the granting of any such exception, waiver, variance or consent shall not be construed or interpreted to grant, and shall not grant, any right to any other persons upon a subsequent application the right to receive the approval of an application for an exception, waiver, variance or consent);

7.7 appoint all of the members of the ARC for such time as Developer owns at least one Lot in the Subdivision;

7.8 construct such Improvements on the Common Area as the Developer, in the Developer's sole discretion, shall desire or deem appropriate, all without the joinder or consent of any Owner, mortgagee or other party;

7.9 permit builders to enclose the garage in model homes for use as sales offices and to leave the converted garages as living area upon sale to a purchaser so that such home does not have a garage and therefore, Section 5.3 of this Declaration with respect to the requirement to have a garage for such home is waived;

7.10 amend this Declaration for the purpose of compliance with any Applicable Laws, for the purpose of complying with the requirements of any Permit applicable to the Subdivision and for the purpose of complying with the requirements of any governmental entity, including, without limitation, the District, all without the joinder or consent of any Owner, Mortgagee or other party;

7.11 amend this Declaration for the purpose of correcting scrivener's errors and for the purpose of clarifying or interpreting any of the provisions of this Declaration, all without the joinder or consent of any Owner, Mortgagee or other party;

7.12 amend this Declaration for the purpose of adding additional land to be subject to the jurisdiction of the Association and to be subject to the covenants and easements created by this Declaration ("Additional Land"), all without the joinder or consent of any Owner, mortgagee or other party. Upon such amendment, the Additional Land shall be deemed to be included within the definition of Subdivision and all Owners of all Lots depicted on the plat of the Additional Land shall be deemed Owners under this Declaration with all rights of membership and obligation to pay assessments in accordance with the terms of this Declaration and the exhibits hereto. Also, in such Amendment, the Developer shall have the right to provide responsibility for the Association to maintain the Drainage Facilities on the plat of the Additional Land and to perform other maintenance responsibilities with respect to the Additional Land, consistent with this Declaration, and to receive a conveyance of any Common Area depicted on the plat of the Additional Land, all without the joinder or consent of any Owner, Mortgagee or other party;

7.13 amend this Declaration for the purpose of adding, deleting or revising any provision, to the extent required by in the United States Department of Housing and Urban Development, Federal Housing Administration or Veterans' Administration to comply with any guideline in connection with any mortgage loan on a Lot, all without the joinder or consent of any Owner, Mortgagee or other party;

7.14 amend this Declaration in any other manner which the Developer deems necessary or, in the sole and exclusive discretion of the Developer, is in the best interest of the Developer and the Owners, all without the joinder or consent of any Owner, Mortgagee or other party; and

7.15 use one or more Lots in the Subdivision for the purpose of constructing a roadway which may, in the discretion of the Developer, be conveyed to the appropriate governmental authority, including Polk County, for the purpose of providing an access roadway to lands adjacent to the Subdivision, and in such event, all Lot owners consent to the utilization of such Lot or Lots for roadway purposes to provide access to adjacent lands so that they may be developed for residential purposes and may utilize the roadways within the Subdivision for ingress and egress purposes.

## **ARTICLE VIII**

### **ARCHITECTURAL REVIEW COMMITTEE**

8.1 **MEMBERS OF COMMITTEE.** The ARC shall consist of the Developer and up to 2 other members for a total of three (3) members who shall initially be appointed by the Developer. So long as the Developer owns any Lots in the Subdivision, the Developer shall appoint all of the members of the ARC. Thereafter, the members of the ARC shall be appointed by the Directors.

8.2 **REVIEW OF CONSTRUCTION.** The ARC shall exercise all rights granted to the ARC under this Declaration to review proposed Improvements and all construction, alterations or additions to Improvements, to determine that they are not detrimental to the appearance of the Subdivision as a whole and the appearance of any structure will be in harmony with the surrounding structures and is otherwise desirable. The ARC shall have absolute discretion in the approval or disapproval of any plan and shall establish rules and guidelines setting forth procedures for submission of plans for approval. The ARC shall establish the details in the submittals of plans and specifications which may include, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. The committee shall respond as promptly and expeditiously as possible to the request for review and approval of proposed construction, alterations and additions and shall in any event render a decision within a period of thirty (30) days after submission. The ARC may charge a reasonable review fee for the review of plans and specifications, not to exceed \$1,000.00. All construction shall be in accordance with Applicable Laws and applicable Permits. Once plans have been approved by the ARC, construction shall be strictly in accordance with such approved plans.

8.3 **VARIANCE.** The ARC may grant variances from compliance with any architectural provisions of this Declaration when circumstances, such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. However, all Improvements on Lots shall comply with all Applicable Laws.

## ARTICLE IX

### GENERAL PROVISIONS

9.1 SURFACE WATER MANAGEMENT SYSTEM. The surface water management system for the Subdivision is to be operated and maintained by the Association in conformance with the requirements of applicable governmental agencies, the applicable Permits and Applicable Laws. The Association shall be responsible for assuring to the District that the operation and maintenance and re-inspection reports are performed in accordance with the terms, conditions and provisions of the Permits issued by the District. Upon compliance with the applicable Permits and Applicable Laws, and approval of the District, the Association shall have the right to make all additions, alterations or improvements to the Drainage Facilities and to purchase, own, operate and maintain such items of tangible personal property as the Association deems necessary or desirable from time to time in the exercise of the rights, duties and obligations Association with respect to the Drainage Facilities. Without the prior approval of the District and the Association, no construction activities may be conducted within or on any portion of the surface water management system, including the Drainage Facilities, which shall include: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system or the Drainage Facilities. The Association has the right to perform such construction and maintenance activities as are consistent with the applicable Permits and in accordance with the Applicable Laws, so long as the design of the surface water management system remains unchanged.

At the time of the construction of a building, residence or structure on a Lot in the Subdivision, the Owner of the Lot shall comply with the construction plans for the surface water management system approved and on file with the District. The District shall have the right to take enforcement measures, including civil action, for injunction and/or penalties against the Association to compel performance or correction of any outstanding problems with the surface water management system and the Drainage Facilities. If the Association ever ceases to exist, the responsibility for the operation and maintenance of the surface water management system, including the Drainage Facilities, shall be transferred to an entity that is acceptable to the District and in accordance with the rules of the District so that the surface water management system, including the Drainage Facilities, shall at all times be operated and maintained by an entity in accordance with the requirements of the Permits, and in accordance with the requirements of the District. No Owner may construct or maintain any building, residence or structure or undertake or perform any activities in any jurisdictional wetlands, buffer area and drainage easements as depicted upon the plat of the Subdivision or as described in the Permits and the recorded plat of the Subdivision, unless prior approval is received by the District through its Bartow Service Office. Without the prior written approval of the District, there shall be no amendment to this Declaration which would affect the surface water management system, including the Retention Areas and the Drainage Facilities and the responsibility for maintenance of the foregoing.

If there is included within the Subdivision a wetland mitigation area, as defined in accordance with Applicable Laws, or wet detention pond, no vegetation in those areas shall be removed, cut, trimmed or sprayed with herbicide, without the specific written approval from the District. If there is on-site wetland mitigation within the Subdivision, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation

areas each year until the District determines that the areas are successful in accordance with the applicable Permits. If the funds allocated in the Association's budget for any year are not sufficient to provide adequate funds to perform the monitoring and maintenance obligations of the Association under the applicable permits, the Association shall so advise the District in writing within fifteen (15) days of the adoption of the budget.

9.2 UTILITIES. All utility lines within the Subdivision, including electrical, telephone and cable television lines, shall be installed underground.

9.3 DURATION. The provisions of this Declaration are imposed upon the Property for a term of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive ten (10) year periods unless and until they are amended as hereinafter provided.

9.4 ENFORCEMENT. The Developer, the Association or any Owner of any Lot shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions and covenants imposed by this Declaration. The failure to enforce, in whole or in part, any of the said restrictive covenants or conditions for any length of time shall not be a waiver of the right to enforce such restrictions and the Developer assumes no responsibility or liability for its failure to enforce the said restrictive covenants and conditions. In the event that the Owner of any Lot fails to perform any repair or maintenance obligation or other affirmative duty or obligation specified in this Declaration, the Association shall each have the right, but not the responsibility or duty, to enter upon the Lot and perform such repair and maintenance or perform such other duty or responsibility of the Owner, after providing the Owner at least thirty (30) days prior written notice and the Association is hereby granted a temporary easement for such purposes. In the event of such entry and the performance of such work, the Owner of such Lot shall be obligated to reimburse the Association, as applicable, for the costs incurred, together with an administrative charge of twenty percent (20%) of such cost, which shall be due and payable within a period of ten (10) days after written notice of the amount of such claim, failing which, the Association shall be entitled to all rights and remedies for collection of such amount in the same manner as the collection of an assessment and shall have the right to file a lien against such Lot, in the same manner as the filing of a lien for assessment, which shall be enforceable in the same manner as the lien for assessment. In connection with the entry upon any Lot in the Subdivision for the purpose of carrying out the foregoing rights, the Association may delegate the right of entry and the right to perform such work to such contractor and agent, including the Developer, as the Association shall deem appropriate and necessary.

9.5 ASSIGNMENT OF RIGHTS. The Developer has reserved certain rights in this Declaration concerning the development of the Property, obtaining exceptions to certain provisions of this Declaration, reviewing plans and specifications, and granting approvals to Owners of Lots and other reserved rights. The Developer may assign and transfer such rights, provided such transfer is made in connection with the sale by the Developer of all of the Developer's then interest in the Property, or is made to the Association.

9.6 AMENDMENT. Except with respect to matters reserved by the Developer herein, this Declaration may only be amended by the affirmative vote of not less than 2/3 of each class of membership present and voting in person or by proxy at a duly called and held meeting of the

Members, if there are two classes of membership at the time of the amendment; or the affirmative vote of not less than 2/3 of the membership present and voting in person or by proxy at a duly called and held meeting of the Members, if there is only one class of membership at the time of the amendment. An amendment to this Declaration shall be evidenced by an instrument signed by the President or Vice President of the Association, setting forth the text of the amendment which shall depict the words deleted by lining through such words and the words added by underlining such new words. Such instrument shall also certify that the amendment has been approved by the affirmative vote of not less than 2/3 of each class of the membership present and voting in person or by proxy at a duly called and held meeting of the Members, if there are two classes of membership at the time of the amendment, or that the amendment has been approved by the affirmative vote of not less than 2/3 of the membership present and voting in person or by proxy at a duly called and held meeting of the Members if there is only one class of membership at the time of the amendment, and shall be recorded among the public records of Polk County, Florida. Without the prior written consent of not less than 2/3 of the holders of the mortgages encumbering the Lots in the Subdivision, the provision in this Declaration granting rights to Mortgagees shall not be amended, deleted or diminished in any way. So long as the Developer owns at least one Lot in the Subdivision, there shall be no amendment to this Declaration without the written consent of the Developer.

9.7 EMINENT DOMAIN. In the event of a threatened taking of any part of the Common Area, the Association shall be delegated the authority to represent the interests of all Owners in the Common Area. The Directors may act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to enter into a voluntary sale to the condemner in lieu of engaging in a condemnation action. In the event of the receipt of an award on account of taking of less than all the Common Area, the rules as to restoration and replacement of the Common Area and the improvements thereon shall apply as in the case of destruction of improvements on the Common Area.

9.8 RULES AND REGULATIONS. The Association has the right, power and duty to establish rules and regulations for the maintenance and upkeep of the Lots, the Improvements and the Common Area and for other purposes as specified in this Declaration.

9.9 HEADINGS. The headings contained herein are for the ease of reference only and do not constitute substantive provisions of this instrument.

9.10 VARIATIONS IN PRONOUNS; GENDER AND NUMBER. Each pronoun shall include any gender or number thereof as the identity of its antecedent may require. When any reference herein is made to any gender, such reference shall be deemed to include masculine, feminine or neuter, as appropriate, and any reference herein to any number shall be deemed to include both singular and plural where the context permits or requires.

9.11 ATTORNEYS FEES AND COSTS. In connection with any litigation arising under any provision of this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs and paralegal fees, at the trial and appellate levels and in connection with any bankruptcy proceeding.

9.12 SEVERABILITY. The invalidation by any Court of any provision of this Declaration shall not in any way affect any of the other provisions which shall remain in full force and effect.

9.13 BENEFIT. The foregoing restrictive covenants and conditions shall constitute covenants running with the land and the provisions of this Declaration shall be binding upon and shall be for the benefit of all of the present and future Owners of any of the Lots, their heirs, devisees, personal representatives, grantees, successors and assigns.


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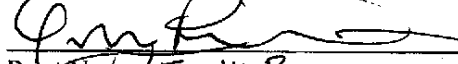



SIGNATURE PAGE TO DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,  
LIMITATIONS AND CONDITIONS FOR BENTLEY NORTH

SIGNED the day and year written.

Signed in the presence of two witnesses:

  
Print Name: Dakota K. Bultman

  
Print Name: Emily Bultman


By:   
Danny Sadler

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was sworn to and subscribed before me by [ X ] physical presence, or [ ] online notarization this 4<sup>th</sup> day of August, 2023, by Danny Sadler as Developer & Owner of BENTLEY NORTH, who is [X] personally known to me or who [ ] produced \_\_\_\_\_ as identification.

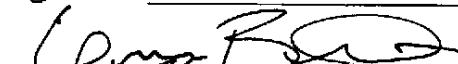
(AFFIX NOTARY SEAL)




  
NOTARY PUBLIC, State at Large  
Dakota K. Bultman  
(Type or print name of Notary)  
My Commission expires: June 23<sup>rd</sup>, 2026

Signed in the presence of two witnesses:

  
Print Name: \_\_\_\_\_

  
Print Name: Emily Bultman

BENTLEY NORTH HOMEOWNERS  
ASSOCIATION, INC., a Florida corporation


By:   
Danny Sadler, President

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was sworn to and subscribed before me by [ X ] physical presence, or [ ] online notarization this 4<sup>th</sup> day of August, 2023, by Danny Sadler as President of BENTLEY NORTH HOMEOWNERS ASSOCIATION, INC., a Florida corporation, who is [X] personally known to me or who [ ] produced \_\_\_\_\_ as identification.

(AFFIX NOTARY SEAL)



  
NOTARY PUBLIC, State at Large  
Dakota K. Bultman  
(Type or print name of Notary)  
My Commission expires: June 23<sup>rd</sup>, 2026

**EXHIBIT "A"**

**Legal Description of Property**

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION  
22, TOWNSHIP 27 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA.