

# CROWN POINTE REX QUALITY CORPORATION HOMEOWNERS' ASSOCIATION DECLARATION OF RESTRICTIONS

Rex Quality Homes, a Florida general partnership, and Robert C. Boggs and Laura G. Boggs, his wife, their successors and assigns, being the owners of the real property within Crown Pointe, Phase 1, according to plat thereof recorded in Plat Book 85, Page 30, public records of Polk County, Florida, make the following Declaration of Restriction covering said real property, specifying that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon the undersigned and upon all persons deraigning title through the undersigned. These restrictions, during their lifetime, shall be for the benefit and limitation upon all present and future owners of said real property

1. All lots shall be used only for single-family residential purposes, and use of said lots shall be restricted and limited to conventionally constructed residential dwellings.
2. The owner of each lot within the Plat shall be liable and obligated for payment of a proportionate share of the costs of (1) wall maintenance, (2) storage water retention areas maintenance, and (3) maintenance of landscaping and other improvements on or near the streets and entrances.
  - b. Fee simple title to the storm water retention areas within the Plat has heretofore been conveyed, and an easement underlying the areas upon which the walls are located has heretofore been granted, to Crown Pointe Homeowners' Associations, Inc., a Florida corporation not for profit (which corporation, or any successor or other corporation which shall in the future assume the functions described below, shall collectively be referred to as the "Corporation"). Membership in the Corporation shall include owners of all lots within the Plat, and the owners of all properties within future units, phases or additions of Crown Pointe Subdivision, if any.

The purpose of the Corporation is and shall be, and the Corporation shall have the obligation: (1) to own and maintain the walls within the Plat, (2) to own and maintain the storm water retention areas within the Plat, (3) to maintain the landscaping and other improvements on the streets and entrances within the Plat, and (4) to determine, prepare, deliver notice of and collect the assessments. Additional functions of the Corporation shall be to review and approve or disapprove proposed building plans, etc., as set forth in Paragraph 3 of this Declaration.

- c. Each owner of a lot shall be entitled to one vote for each lot owned at all Corporation membership meetings.

- d. During the month of January of each year, the Board of Directors of the Corporation shall call a meeting of the membership of the Corporation for the purpose of determining the amount of the assessment for the ensuing year. Said call shall be in writing, shall state the meeting's purpose, shall designate the date (which shall be no less than ten days from the date the call is mailed), time and place of said meeting, and shall be mailed by certified mail, return receipt requested, to all owners of lots within the Plat at the last addresses for said owners shown on the books and records of the Corporation or at the lot owners' addresses as shown on the Polk County tax rolls (if different from those shown on the Corporation's books and records). The amount of each year's annual assessment and said charges shall be determined at said meeting by the affirmative written vote of a majority of those Corporation members present in person or proxy at said meeting.
- e. Following said Corporation meeting, written annual assessments for wall maintenance, maintenance of the storm water retention areas, and maintenance of landscaping and other improvements on the streets and entrances shall be prepared and mailed by certified mail, return receipt requested, by the Corporation to all lot owners within the Plat at the same addresses as set forth above. Such annual assessments shall apply for a twelve-month calendar year and shall be payable in the manner and at the time designated by the Corporation's Board of Directors. Unpaid assessments, which are due and payable, may be secured by a lien upon a lot by recordation of a Claim of Lien in the public records of Polk County, Florida.

Sums thus collected by the Corporation shall be held and expended by it for the sole purpose of wall maintenance, maintenance of the storm water retention area, and maintenance of landscaping and other improvements on the streets and entrances within the Plat, defraying the Corporation's expenses incurred with regard thereto, and the Corporation's cost of administering the said annual assessments.

3. No permanent structure of substantial structural addition or alteration thereto, including walls, fences, barns, screened enclosures, below-ground swimming pools, driveways, paved parking areas, detached garages, or utility shed shall be erected on any lot until the proposed structure, building plans, specifications, exterior color and finish, survey (showing the proposed location of such structure, drives and parking areas) and construction schedules shall have been approved in writing by the designated representative of the Corporation. In reviewing such plans, the Corporation will apply such standards as it shall develop for the benefit of the entire subdivision. However, it may refuse to approve such plans upon any ground, including purely aesthetic considerations, which it shall, in its sole discretion,

determine to be significant to preserve the environment and harmonious development of the subdivision.

4. All construction within the Plat shall be in compliance with all applicable state, regional, federal and local governmental regulations, including building codes and zoning regulations, as specified by the planned unit development approval of the Plat.
5. No structure of a temporary character, small trailer, shed, tent, shack, garage, barn or other out building shall be used on any lot at any time, either temporarily or permanently provided, however, that utility sheds shall be permitted if they are approved by the Corporation pursuant to Paragraph 3. above.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot that may be or may become an annoyance, discomfort or nuisance to the neighborhood.
7. 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 not kept, bred or maintained for any commercial purpose, and provided they are kept under leash, if necessary, to avoid their constituting a nuisance to the neighborhood.
8. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.
9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
10. Extended visible repair of vehicles or outboard motors, and building, rebuilding or storage of boats or recreational vehicles shall not be permitted.
11. All lots and dwellings located thereon shall be kept in a neat and attractive manner and state of repair. All trees, lawns, shrubs, plants and flowers shall be kept in a neat, attractive and orderly manner. If a lot owner fails to maintain his lot, dwelling and improvements located thereon in a manner satisfactory to the Corporation, the lot owner shall be notified and given (30) days in which to correct or abate the undesirable situation. If said owner fails to do so within said 30-day period, the Corporation shall have the right (although it shall not have the duty) to enter upon said lot for the purpose of repairing, cleaning up, maintaining and restoring the lot, building and/or

improvements at the sole cost of the lot owner. The cost of such repair, maintenance and restoration shall thereupon constitute a lien upon said lot, which shall become effective at such a time that a written Claim of Lien is filed in the public records of Polk County, Florida.

12. The city of Lake Wales has the sole and exclusive right to provide all water and sewage facilities and service to the properties within the Plat. No well of any kind shall be dug or drilled on any lot. All sewage must be disposed of through the sewage lines owned and controlled by the City of Lake Wales.
13. Television, radio and other antennae shall be located as close as reasonably possible to the rear of the dwellings, and electronic equipment, which causes interference with other equipment in the neighborhood, shall not be permitted. Television satellite dish antennae shall be permitted provided they are adequately fenced or hedged and approved by the Corporation pursuant to Paragraph 3 above.
14. No noisy automobiles, trucks, motorcycles, dirt bikes, motorbikes or other similar type vehicles shall be permitted, and no commercial trucks (except small pickup trucks) shall be permitted.
15. All outdoor clothes drying facilities shall be located in that portion of the yard located to the rear of the lot's owner's dwelling.
16. Above-ground swimming pools shall not be permitted.
17. Walls or fences over six (6) feet high, walls or fences in front yards of lots, and side walls or fences which extend streetward beyond the rear of the dwelling shall not be permitted.
18. No parking facilities shall be permitted in any lot, except a paved pad large enough to accommodate not more than two (2) automobiles. Private vehicles of a lot's occupancy may be parked in the lot's driveway. No wheeled vehicle or boat shall be parked in the front or side yard of any lot. No trailers or recreational vehicles shall be maintained or permitted on any lot, unless they are kept completely inside a garage attached to the residential dwelling, or approved by the Corporation pursuant to Paragraph 3 above.
19. Those covenants and restrictions shall run with the above-described land and be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date this Declaration of Restrictions is recorded in the public records of Polk County, Florida. After the expiration of said 20-year period, these covenants and restrictions shall be renewed automatically unless an instrument terminating all or a portion of them, properly acknowledged, is executed by a majority of the lot owners within the Plat and recorded in the public records of Polk County, Florida. Recordation of said

termination instrument will immediately terminate all or the designated sections of these covenants and restrictions. This procedure for extension and/or termination shall continue in perpetuity. Anything herein to the contrary notwithstanding, these covenants and restrictions, or any of them, may be amended, partially or instrument, properly acknowledged, executed by at least 75% of the owners of the lots within the Plat, and recorded in the public records of Polk County, Florida.

20. Enforcement of these restrictions (including such claims of liens and foreclosure actions as may be necessary to collect the annual assessments) shall be by action against any person or persons violating or attempting to violate the same, or failing to perform the same, either to restrain violation, enforce performance or compliance, or to recover damages. The party which is successful and prevails in such action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the court may adjudge to be reasonable for the services of an attorney (including attorneys' fees for the taking and handling of appeals from final judgments).
21. Invalidation of any one of these covenants by judgment or court order in no wise shall affect any of the other provisions, which shall remain in full force and effect.

**NOTE: A copy of this document with signatures can be reviewed by contacting any member of the Crown Pointe Homeowners Association's Board of Directors. Original signatures and notarization of this document can be reviewed in the public records of Polk County in Bartow, Florida.**

# FIRST AMENDMENTS AND MODIFICATIONS TO THE DECLARATION OF RESTRICTIONS

REX QUALITY HOMES, a Florida general partnership, and Robert C. Boggs and Laura G. Boggs, his wife, their successors and heirs and those undersigned owners of properties within Crown Pointe, phase one, according to Plat thereof recorded in Plat Book 85, page 30, public records of Polk County, Florida, who have join herein being at least 75% of the owners of the real property lying within Crown Pointe, phase one, according to the Plat thereof, recorded in Plat Book 85, page 30, public records, Polk County, Florida, hereby make, execute, and deliver this First Amendment and Modification to that certain Declaration of Restrictions dated March 23<sup>rd</sup>, 1988, and recorded in official records book 2624 page 1453, public records of Polk County Florida (“Declaration”), specifying that this First Amendment and Modifications to Declaration of Restrictions shall constitute a covenant with the land and that this First Amendment and Modification to Declaration shall be binding upon the undersigned and upon all persons deraigning title through the undersigned and upon all persons deraigning title upon Rex Quality Homes. These restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the land.

(1) Paragraph 2.c. of the Declaration is hereby amended to read as follows:

Every owner of a lot, which is subject to assessment, shall be a member of the corporation. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment. The Corporation 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 person shall be members. The vote for such lot shall be exercised as they determine, but in no even shall more than one vote be cast with respect of any lot.

Class B. The Class B members shall be the Declarant and shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) 75% of the lots are dedeed to homeowners; (b) On December 31, 1994.

(2) Paragraph 19 of the Declaration is hereby amended to read as follows:

These covenants and restrictions shall run with the above described land and be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of this Declaration of Restrictions is recorded in the public records of Polk County, Florida. After the expiration of said 20-year period, these covenants and restrictions shall be renewed automatically unless an instrument terminating all or a

of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners, and recorded in the public records of Polk County, Florida. Recordation of said termination instrument will immediately terminate all of the designated sections of these covenants and restrictions. This procedure for extension and/or termination shall continue in perpetuity. Anything herein to the contrary notwithstanding, these covenants and restrictions, or

Any of them, may be amended, partially or entirely eliminated, terminated or modified at any time by an instrument, properly acknowledged, executed by at least two-thirds (2/3) of the owners of the lots within the Plat and recorded in the public records of Polk County, Florida.

3) The Declaration is hereby amended and modified to include Paragraph 22, which said paragraph shall read as follows:

a. "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 a security for the performance of an obligation

b. "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 Corporation.

c. "Common Area" shall mean all real property, including the improvements thereto owned by the corporation for the common use and enjoyment of the owners. The Common Area to be owned by the Corporation at the time of the conveyance of the first lot is described as follows.

Tract A (Storm Water Retention Area) of Crown Pointe, Phase 1, according to Plat thereof recorded in Plat Book 85, Page 30, public records of Polk County, Florida.

d. "Lot" shall mean and refer to any plat of land shown upon any records subdivision map of the properties, with the exception of the common area.

e. "Declarant" shall mean and refer to Rex Quality Homes, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the declarant for the purpose of development.

4) The Declaration is hereby amended and modified to include Paragraph 23, which said Paragraph shall read as follows:

(23) Every owner shall have a right and easement of enjoyment in and to the Common area, which shall be appurtenant to and shall pass with title to every lot, subject to the following provisions:

a. The right of the corporation to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common area.

b. The right of the corporation to suspend the voting rights and right to use the recreational facilities by any owner for any period during which any assessment against

published rules and regulations.

c. The right of the corporation 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, mortgage, or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members has been recorded.

d. Absolute liability is not imposed on lot owners for damage to common area, including improvements or lots in the planned unit development, whether caused by themselves, their families, guests, or invitees.

e. If ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area is subject to lot owner's easement.

5) The Declaration is hereby amended and modified to include Paragraph 24, which said Paragraph shall read as follows:

(24) (a) the lien of 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 lieu of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due from the lien thereof.

b. The mortgagees are not required to collect assessments.

c. Failure to pay assessments does not constitute a default under any insured mortgage.

6) The Declaration is hereby amended and modified to include Paragraph 25, which said paragraph shall read as follows:

(25) The corporation, 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 this declaration. Failure by the association or any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7) The Declaration is hereby amended and modified to include Paragraph 26, which said paragraph shall read as follows:

(26) (a) Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

b. As long as there is a Class B membership, the following actions require the prior approval of the Federal Housing Administration or the Veterans Administration,

## Declaration of Covenants, Conditions and Restrictions.

Except as amended pursuant to the provisions of this First Amendment and Modification, the Declaration is hereby ratified, approved and confirmed.

**NOTE: These Declaration of Restrictions and modifications were witnessed by Robert C. Boggs and Laura G. Boggs, his wife, and notarized by Mary C. English on October 6, 1988. Original signed documents are recorded in the public records of Polk County, Florida.**

# THE DECLARATION OF RESTRICTIONS

**REX QUALITY HOMES**, a Florida general partnership, and **ROBERT C. BOGGS** and **LAURA G. BOGGS**, his wife, their successors and heirs, and those undersigned owners of properties within Crown Pointe, Phase 1, according to the plat thereof recorded in Plat Book 85, Page 30, public records of Polk County, Florida, who have joined herein being at least seventy-five percent (75%) of the owners of the real property lying within Crown Pointe, Phase 1, according to plat thereof recorded in Book 85, Page 30, public records of Polk County, Florida, hereby make, execute, and deliver this Second Amendments and Modification to the Declaration of Restrictions dated March 23, 1988, and recorded in Official Records Book 2624, Page 1453, public records of Polk County, Florida ("Declaration"), as modified by First Amendments and Modifications to the Declaration of Restrictions dated October 6, 1988, and recorded in Official Records Book 2675, Page 1500, public records of Polk County, Florida, specifying that this Second Amendments and Modifications to the Declaration of Restrictions shall constitute a covenant running with the land and that this Second Amendments and Modifications to the Declaration of Restrictions shall be binding upon the undersigned and upon all persons deraigning title through the undersigned and upon all persons deraigning title through Rex Quality Homes. These Restrictions, during their lifetime, shall be for the benefit of and initiations upon all present and future owners of the land.

1) Paragraph 2.b of the Declarations is hereby amended to read as follows:

b. Fee simple title to the storm water retention areas within the Plat has heretofore been conveyed, and an easement underlying the areas upon which the walls are located has heretofore been granted to Rex Quality Corporation, a Florida non-profit corporation (which corporation, or any successor or other corporation which shall in the future assume the functions described below, shall collectively be referred to as the "Corporation"). Membership in the Corporation shall include owners of all lots within the Plat, and the owners of all properties within future units, phases of additions of Crown Pointe Subdivisions, if any.

The purpose of the Corporation is and shall be, and the Corporation shall have the obligation, (1) to own and maintain the walls within the Plat, (2) to own and maintain the storm water retention areas within the Plat, (3) to maintain the landscaping and other improvements on the streets and entrances within the Plat, and (4) to determine, prepare, deliver notice of and collect the assessments. Additional functions of the Corporation shall be to review and approve or disapprove proposed building plans, ect. as set forth in Paragraph 3, of this Declaration.

1) Paragraph 2.d. Of the Declaration is hereby amended to read as follows:

the membership of the Corporation for the purpose of determining the amount of the assessment for the ensuing year. Said call shall be in writing, shall state the meeting's purpose, shall designate the date (which shall be no less than ten (10) days from the date the call is mailed), time and place of said meeting, and shall be mailed by U.S. Mail, first class, postage prepaid, to all owners of lots within the Plat at the last addresses for said owners shown on the books and records of the Corporation or at the lot owners' addresses as shown on the Polk County tax rolls (if different from those shown on the Corporation's books and records). The amount of each year's annual assessment and said charges shall be determined at said meeting by the affirmative written vote of a majority of those Corporation members present in person or proxy at said meeting.

(3) The first sentence of Paragraph 2.b. of the Declaration is hereby amended to read as follows:

- c. Following said Corporation meeting, written annual assessments for wall maintenance, maintenance of the storm water retention area, and maintenance of landscaping and other improvements on the streets and entrances shall be prepared and mailed by U.S. Mail, first class, postage prepaid, by the Corporation to all lot owners within the Plat at the same addresses as set forth above.

Except as amended pursuant to the provisions of this Second Amendments and Modifications, the Declaration of Restrictions and the First Amendments and Modifications to the Declarations of Restrictions are hereby ratified, approved and confirmed.

**NOTE: A copy of this document with signatures can be reviewed by contacting any member of the Crown Pointe Homeowners Association's Board of Directors. Original signatures and notarization of this document can be reviewed in the public records of Polk County in Bartow, Florida.**