

Declaration of Covenants, Conditions and Restrictions

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Signature Homes of Central Florida, Inc., a Florida Corporation, hereinafter called developer, is the owner in fee simple of certain real property located in Polk County, Florida, known by official plat designation as **Mission Hills** pursuant to a plat recorded in Plat Book 124 at page 49 & 50 of the public records of Polk County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, developer hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 28.50
RECORDED BY Z Habib

Article 1. Definitions

Section 1. "Association" shall mean and refer to **Mission Hills Homeowners Association, Inc.**, a nonprofit corporation, its successors and assigns, the Bylaws of which are attached hereto and made a part hereof.

Section 2. "Common Area" shall mean all platted subdivision roads, and easements together with the boundary walls located on a portion thereof, and the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances. These common areas are set forth on the recorded subdivision plat referred to above.

Section 3. "Developer" shall mean and refer to **Signature Homes of Central Florida, Inc.**, a Florida Corporation, and its successors and assigns. Developer is also sometimes referred to as "Declaring".

Section 4. "Lot" shall mean any unit of land shown on the recorded subdivision plat referred to above together with any amendments thereto with the exception of the common areas, and subject to easements as shown on said plat.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the subdivision, and shall include contract sellers, by shall not include those holding title merely as security for performance of an obligation. Every "owner" shall be a "member".

Section 10. "Subdivision" shall mean and refer to **Mission Hills**, as shown in the plat thereof recorded in the Public Records of Polk County, Florida, and such additions thereto as may be brought within the jurisdiction of the association as herein-after provided.

Article II. Membership In Association: Voting Rights

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have two classes of voting members as follows:

 SIGNATURE HOMES OF CENTRAL FL
522 MAGNOLIA AVE
AUBURNDALE, FL 33823

Class A. Class A members shall be all owners with the exception of a developer, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be Developer, who shall be entitled to exercise three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal the total votes outstanding in the Class B membership, or on January 1, 2012, whichever first occurs.

Article III. Assessments

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

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

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

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

Section 3. Maximum Annual Assessments.

(a) Until June 1, 2005, the maximum annual assessment shall be \$125.00.

(b) From and after June 1, 2005, the maximum annual assessment may be increased each year not more than 15% above the maximum allowable assessment for the previous year without the vote or written assent of a majority of members' votes.

(c) From and after June 1, 2005, the maximum annual assessment may be increased above 15% by the vote or written assent of a majority of the members votes.

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

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

Section 5. Notice and Quorum for Action Authorized Under Sections 3 & 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than 7 days (7) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the required majority of each class of members, members who were not present in person or by proxy may give their assent in writing by the meeting date.

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

Section 7. Commencement and Collection of Annual Assessments. The annual assessments provided for herein shall commence as all lots on the month of signing the loan commitment on the home. The first annual assessment shall be adjusted according to the number of months remaining in the association calendar year. The board of directors shall fix the amount of the annual assessments against each lot at least thirty (30) days in advance of the May 31st annual due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be sent to every owner subject thereof. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessments against a specific lot have been paid, and may, on or before July 10th of each year, cause to be recorded in the Public Record of Polk County, a list of delinquent assessments as of that date.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of Twenty one percent (21%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

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

Article IV. Property Rights

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

(a) For the purpose of drainage and utilities, and the maintenance thereof;

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

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

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

Article V. Use Restrictions

The subdivision (**Mission Hills**) shall be occupied and used only as follows:

Section 1. Use. Each lot shall be used exclusively for residential purposes, and no more than one dwelling unit shall be located on any platted lot. No business activity or commercial use shall be conducted or carried on in connection with the residential usage of the above described real property.

Section 2. Structures and Driveways. All additions, Buildings, utility sheds must be constructed from new material and be completed and fully painted same as home within 30 days from commencement. All buildings and utility sheds must be constructed in the rear yard hidden from front street view, exception home on corner lot utility shed must be in rear yard and could be in view of side street. Driveways shall not obstruct drainage and shall comply with county driveway regulations and permitting.

Section 3. Prohibited Dwellings. Other than new utility buildings, no tent, motor home, camper, travel trailer, outbuilding or attachment shall be erected or placed on any lot prior to placement or construction or delivery of the main dwelling unit, nor at any time may be used as a residence.

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

Section 5. Garbage. All above-ground containers for garbage and trash shall be permanently housed so as not to be seen from the front of the property, said containers to be covered at all times and emptied regularly by a commercial garbage service. There shall be no open garbage pits, nor shall garbage or trash be stored or burned in a manner and location so as to be a nuisance to the neighboring property or properties. All garbage, landscape debris or excess building material shall be removed within 3 (three) days.

Section 6. Nuisances and animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; however, household pets maybe kept on a leash or in a fenced in area provided they are not kept or bred for any commercial purposed. No offensive odor or noise are aloud from your pet, if so it must be corrected within 24 hours after receiving a notice from the Mission Hills Homeowners Association. No noxious activity or trade of any sort shall be carried on upon any lot, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood, nor shall any use be made of this property that will in any way injure or lower the value of any adjoining property or the property of the subdivision as a whole, after the first notice, the Mission Hills Homeowners Board of Directors fill your animal (s) are a nuisance by a majority vote you must get rid of it. You have 72 hours to remove them. No advertising sign of any kind shall be displayed on any lot except for one sign when advertising the property for sale, and any sign used by a builder or developer to advertise the property during construction or sales period. The sign can not be over 24 inch wide and 18 inch in height, example real estate sign.

Section 7. Visual Obstructions. Outside antenna or satellite dish shall not be located between dwelling units and adjacent street. Back yard only. All mowers, bicycles, appliances, etc., to be permanently stored, and outside clothes drying shall only be hung on an umbrella type pole located at the rear of the dwelling unit with as effort made to keep it from street view. All appliance and miscellaneous items of personal property are to be housed in an enclosed permanent structure. All homes must be served by underground utility connections. All newspaper boxes shall be mounted on a pole like the post for the mailbox, color is black.

Section 8. Fencing and Vehicles. No fence or wall shall be constructed from used material, nor shall be more than (6) feet high in the back yard or between the home. NO fence may be placed in the front yard. All vehicles, trucks, and boat trailers, kept in the premises shall have current year's license tag and be in operative condition. No tractor/trailer or truck larger than 1 ton capacity shall be parked on these premises, except for commercial delivery service, 4 hours max., except for emergency repairs, vehicles, boats, or utility trailers, campers and motor homes must be placed behind the home with an effort being made to prevent them from being seen from the street (front of house facing street).

Section 9. Maintenance. Each lot owner shall be responsible for the improvements, care and maintenance of his property and shall keep the same neat, clean, and mowed. Failure to abide by this requirement or any of the restrictions herein will allow the Developer or Homeowners' Association at their discretion, to enter upon the premises and make improvements and perform maintenance expense at owner expense; payment of said expense or pro-rata share of common area maintenance shall be amid by lot owner with fifteen (15) days from billing mailing date. Unless timely paid, Developer or Homeowners' Association may add actual cost plus hundred percent (100%) to any mortgage indebtedness then owning to Developer on said lot, or may cause a charging lien to be place upon said lot for actual cost plus hundred percent plus all legal expenses, and may collect same by civil action.

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

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

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

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

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

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

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

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

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

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

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

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

Article VI. Annexation of Additional Property

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

Article VII. General Provisions

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

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

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

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

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

1. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to : digging or excavation; depositing fill, debris or any other material or items; constructing or items; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities.

2. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the association to compel it to correct any outstanding problem with the surface water management system facilities.

3. If the association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in subsection 2.6.2.2.4.h

Executed at Auburndale, Polk County, Florida, this 19th day of MARCH, 2004

Signed, sealed and delivered

In presence of:

David C. Busch
Witness: DAVID C. BUSCH
Print Name

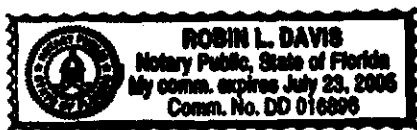
Bernard H. Beckman
Witness: BERNARD H. BECKMAN
Print Name

Signature Homes of Central Florida, Inc.

By: [Signature]
Secretary/Treasurer
522 Magnolia Av.
Auburndale, Fl 33823

State of Florida
County of Polk

The foregoing instrument was acknowledged before me the 19th day of March, 2004, by **James C. Spivey**, Secretary/Treasurer of Signature Homes of Central Florida, Inc., who is personally know to me has presented his Florida Drivers' License as identification.



Seal

My Commission Expires: 7/23/05

[Signature]
Notary Public
Robin L. Davis
Printed Name