

DECLARATION OF RESTRICTIONS
Applicable to
Queen's Cove Subdivision
Phase I

KNOW ALL MEN BY THESE PRESENTS, that the undersigned all being the owners of Queen's Cove subdivision in Polk County, Florida, and more particularly described as follows:

Queen's Cove, subdivision, Phase I,
in Plat Book 89 , Page 49 , of
the Public Records of Polk County,
Florida

makes the following Declaration of Restrictions covering the above-described 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 deraining title through the undersigned. These restrictions, during their lifetime, shall be for the benefit if and limitation upon all present and future owners of the real property.

The following restrictive covenants are hereby impressed upon the said subdivision as hereinafter set forth, to-wit:

A. RESIDENCES: All of the above described property shall be conveyed subject to the following restrictions hereinafter set forth:

1. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family residence not to exceed two-stories in height.

All construction shall be new construction and new materials. No pre-fabricated or modular houses or addition to single family residences shall be permitted. All buildings shall be properly finished with the exterior of stucco, brick, or siding, painted block shall be permitted at the rear of the house only. No dome shaped houses shall be permitted.

2. The ground floor area of a single family residence structure shall not be less than 900 square feet of living area. Ground floor of a two (2) story of a single family residence structure shall not be less than 600 square feet of living area.

This instrument prepared by:
Vincent Philip Nuccio
Attorney at Law
3939 West Kennedy Blvd
Tampa, Florida 33609

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When computing the size of a single family house, the area included in the open porch, garage, and carport area, shall not be included, and the aforesaid square foot requirements pertain to enclosed living area only, including exterior walls of the house.

B. GENERAL RESTRICTIONS: The following general restrictions shall govern all of the above described property.

1. SET BACK LINES: All lots shall have a set back according to PUD 85-13 as approved by the Board of County Commission, Polk County, Florida.

2. GARAGE: No garage shall be erected on any lot in said subdivision prior to the constrictions of a dwelling. If a garage is built with simultaneously with or subsequent to the construction of the dwelling, it shall conform architecturally with the dwelling and shall be constructed of the same material. All garages shall have movable overhead doors.

3. UTILITY EASEMENTS: There are hereby reserved easements for the purpose of installing and maintaining county and public utility facilities and for such other purposes shown upon the plat thereof, each being designated "Utility Easements".

4. NUISANCE: Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

5. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other household pets, not exceeding in number, may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

6. SIGNS: No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than three square feet (3' x 3') advertising the property for sales or rent or signs used by a builder to advertise the property during the construction and sales period.

7. TRUCKS, ETC.: No semi-trailer, truck-tractor, truck larger than a pick-up truck, bus or other commercial motor vehicle larger than a pick-up truck shall be parked upon any lot in the subdivision aforescribed, or upon the streets, roads, or alleys abutting the same, by the owner, lessee of, or invites of any owner or lessee of, any lot in said Subdivision over-night, or longer, at any time, than necessary to make deliveries therefrom.

All motor vehicles on each lot shall have a current license issued by the appropriate governmental agency. Boats, camping trailers, campers and recreational vehicles shall be store in the garage or in the rear yard of each lot.

8. RE-SUBDIVIDING: No lot contiguous group of lots shall ever be re-subdivided or re-platted in any manner which would bring about a greater number of lots than that shown on the plat of the above-described subdivision for the same area. A residential site may consist of one or more lots; all of one; one lot and a part of a contiguous lot or lots; or any other combination of contiguous parts of lots which shall form one plat of land suitable for use as a site for a residence, providing that it extends from the fronting street to an existing rear property line, but no site which changes the lot, as originally planned, shall have a front or rear dimension of less than is contained in the smallest adjoining lot shown on the original plat of the subdivision.

9. MAINTENANCE OF GROUNDS: Owners shall maintain grounds and landscaping, including grass in a reasonable manner including that area in drainage easements and swells. The design of the drainage easements and swells shall not be altered.

10. ALL GARBAGE AND TRASH CONTAINERS shall be placed in an area that will not be obnoxious or harmful to adjoining property owners. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, and similar structures or installations, shall be placed in walled-in areas or screened areas so as to not be visible from a street or any other plot.

11. WALLS: No boundary wall, hedge or shrubbery shall be erected or planted on the rear or side of the lot with a height of more than six (6) feet.

11a. Owners of lots 10, 11, 16, 17, 18, 22, 23 shall erect 5' 0" high fence above burm onthe south lot line of identical wooden construction, to satisfy P.U.D. requirements.

12. FIRE DAMAGE: The erection of new house, or the repair of any house or structure damaged by fire or otherwise, on any lot or plot shall ne completed without unreasonable delay, and should the owner leave such house or structure in an incomplete condition for a period of more than six (6) months, then the Queen's Cove Property Owners Association, Inc., hereinafter referred to, is authorized and empowered at its discretion either to tear down and clear from the premises said house or structure which is incomplete or in need of repair, or to complete or repair it in a manner deemed proper in the discretion of the said Property Owners Association and, in either event, the expense so incurred by the said Property Owners Association shall be a lien against said plot, enforceable in the same manner as a mortgage lien.

13. PLAN APPROVAL: All houses and all outbuildings, such as, garages, carports, utility rooms, swimming pools, screen enclosures, bathhouses, etc., or additions thereto, must be built to plans which have the written approval of Queen's Cove Property Owner Association, Inc. prior to commencement of construction, and which meet all requirements contained in these Restrictions. Queen's Cove Property Owners Association of Polk County Inc. may, at its discretion and solely on the basis of its aesthetic standards for Queen's Cove Subdivision, withhold approval of such a plan which meets all of the requirements contained in these Restrictions. Such withholding of approval may take place with regard to location of house and outbuildings on a plot and setback distance requirements may be thereby increased in such instances so as to be, in the discretionary judgment of said Property Owners Association, more consistent with the setback distances of other plots. Any requirements elsewhere in these Restrictions including any requirements for written approval by the said Property Owners Association of a particular aspect of construction or design, shall not detract in any way, by implication or otherwise, from the requirement of this paragraph that all plans, as aforesaid, shall be approved in writing by Property Owners Association. Further, all such plans shall be properly drawn and shall contain specific details of all features, which affect the exterior appearance of said house or outbuilding and shall be submitted to Property Owners Association, at lease twenty (20) days prior to commencement of construction. Any deviation, however minor, from said plans which would affect the location or exterior appearance of a house or outbuilding, or which would prevent the house or outbuilding from meeting al requirements of these Restrictions, shall nullify previously given approval. Architectural control and rights of architectural or structure approval specified hereinabove and elsewhere in these Restrictions shall be exercisable and enforceable by, and shall become the right and responsibility of, the Queen's Cove Property Owners Association of Polk County Inc.

14. CONSTRUCTION TIME: All construction shall be completed and final approval from Polk County, Florida Building Department shall be obtained within twelve (12) months start of construction, including the obtaining of a Certificate of Occupancy from the said Polk County, Florida Building Department.

15. BUSINESS ACTIVITIES: No business shall be conducted or engaged in on any lot of the said subdivision.

16. There shall be no radio or television antennas nor television dishes that will be visible from the street or neighboring lots.

C. PROPERTY OWNERS ASSOCIATION:

1. The Articles of Incorporation creating the Queen's Cove Property Owners Association of Polk County Inc., a non-profit corporation, as approved by the State of Florida, has been recorded in Official Record Book 2851 Page 1648 , of the Public Records of Polk County, Florida.

2. MEMBERSHIP: Each lot owner shall be a member of Queen's Cove Property Owners Association of Polk County Inc., subject to the by-laws and to rules and regulations established by the Board of Directors, Each lot owner shall hold no more than one vote per building lot. Ownership of lot shall be represented by one individual who be either the sole owner of said lot or one of the co-owners of said lot or an officer of a corporate owner of said lot.

3. ASSESSMENTS: The owner of each lot shall pay the association a fee of sixty (\$60.00) Dollars per year, payable on the first day of January of each year, provided however, first party shall pay no more than Sixty (\$60.00) Dollars per year on account of any and all lots owned by the said first party. Said fee shall be used by the Association, as specified in the by-laws of said corporation. Said fee may be increased only by two thirds (2/3) of the total membership votes of the Association,. Said fee may be decreased only by two-thirds (2/3) of the total membership votes of the Association and in computing said membership vote for the purpose of decreasing said fee, first party shall hold the number of votes for each lot owned. Votes for the purpose of increasing or decreasing the said fee may be cast by registered mail if at a duly constituted meeting of the membership of the Association called for said purposes majority of those present vote in favor of said increase or decrease but said increase or decrease is not thereby favored by a two-thirds (2/3) vote of the total membership vote of said organization within ninety (90) days after said meeting under procedures otherwise established by the Board of Directors of the Association.

Any such fee remaining unpaid by any plot owner for a period of thirty (30) days following the date payable as specified hereinafter shall thereafter bear interest at the rate of Ten (10) per cent per annum, and shall become, and be, a lien against said lot, the amount of said lien to include said interest and all costs of recordation, collection, and enforcement of said lien, including reasonable attorney's fees. The Board of Directors of the Association may at any time after such fee or assessment has become a lien, as aforesaid, record in the public records of Polk County, Florida, a Notice of Lien, which shall state the amount and description of said Lien, name of delinquent lot owner, and description of the property of said owner affected by said lien, said Notice to be signed by an Officer of the Association. Upon satisfaction of said lien, said corporation shall provide said owner with written notice that said lien has been satisfied, said notice of lien to be signed by an officer of said corporation. Said lien may be enforced and foreclosed upon as and in the same manner as is provided for the foreclosure of a real estate mortgage under Florida law.

Each lien established by these Restriction shall be subordinate to a bona fide mortgage which has been given in good faith and for value by any owner against whose property said lien attaches aforesaid if such mortgage has been recorded prior to recordation of the Notice of Lien referred to hereinabove.

4. PURPOSE OF ASSOCIATION: For the purpose of creating and maintaining an area which contains attractive, interesting and distinctive homesite, and to eliminate unsightly conditions in said subdivision, and/or to avoid fire and/or health hazards therein, the Association and/or their agents, or employees shall be, and they are hereby authorized and privileged during the life of the foregoing restrictive covenants and conditions:

(A) (1) To, at any time after six months conveyance of any lot therein, to a purchaser, by parties of the first part, and upon which no residence building shall then have been erected, lawful enter upon any lot in said Subdivision, as platted of record, which lot shall hereafter have been conveyed by parties of the first part to a purchaser thereof, by deed of Conveyance, for the following purpose to-wit:

(a) In the sole discretion of the Association, their successors and assigns, to cut, clean and remove from said lot, grass, weeds, and/or dumped trash and/or refuse, not theretofore kept properly cut, cleaned and removed by the owner or owner's thereof, and charge the cost thereof to the then owners or owner of such lot.

(b) At any time after each and every consecutive six months following the first entry of the Association or assigns, upon any such lots in said subdivision for the purposes and under the said conditions stated in the next preceding sub-paragraphs (1) and (1) (a) hereof, said Association, their successors, personal representatives or assigns, as aforesaid may lawfully enter upon any such lot in said subdivision, and cut, clean, and remove therefrom. grasses. weeds. debris and/or dumped trashes, and/or refuse, under the said conditions as stated in sub-paragraphs (1) and (1) (a) hereof, and bill the then owner or owners thereof, for the cost thereof, as provided in such sub-paragraphs.

(B) Should any then owner or owners of any such lot in said Subdivision, as described in this paragraph, fail to pay therefor, after twenty days after the billing of such owner or owners, either by delivery or by mail, from the Association described in this paragraph performing such work, for the cost of such cutting, cleaning and removal, as aforesaid, the Association shall then acquire and hold an equitable lien upon any such lot enforceable in equity against such lot, and the owner or owners thereof, until paid. The Association of any such equitable lien may, at its option, file a claim of such lien in the public records of Polk County, Florida.

(C) To care and maintain all the common area of the Queen's Cove Subdivision, together with all other property land and improvements, owned by the Association and to adopt such rules enjoyment of all members of the Association and to adopt such rules and regulations for the use of all areas owned by the Association.

(D) DECLARATION OF RESTRICTIONS:

1. COVENANTS RUN WITH LAND: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change the covenants in whole or in part.

2. CONVEYANCES: This Restrictive Covenant Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, or assigns, and shall hereafter constitute and be covenants running with the land, aforescribed, and each lot or parcel thereof, and shall be treated as and be an agreement relating to the conveyance of said land and each parcel, or lot, thereof, whether or not incorporated in or referred to in Deeds hereafter conveying the same, or any part thereof.

3. REMEDIES FOR VIOLATIONS: In the event of a violation or breach of any of these restrictions by any person or concern claiming, by through or under the Subdivider, or by virtue of any judicial proceedings, the Subdivider and the owners of the lots in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with terms thereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Subdivider shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the rights to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

4. ENFORCEMENT: Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

5. INVALIDATION: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

E. AMENDMENTS BY OWNERS: Owners anticipate and may accomplish plotting and developing additional lots under other Phases of Queen's Cove Subdivision and therefore, owners, their heirs, personal representatives and assigns retain and reserve the right to amend this Declaration of Restrictions together with, but not limited to the Articles of Incorporation of QUEEN'S COVE PROPERTY OWNERS ASSOCIATION OF POLK COUNTY INC., a Florida Non-profit corporation, and its By-laws, without notice and without the authorization or consent of any lot owner, for the purpose of incorporating additional phases to the Queen's Cove Subdivision as such additional Phases are developed.

IN WITNESS WHEREOF the said undersigned have caused this instrument to be signed by their duly authorized President, and Secretary and has affixed their corporate seal, this the 12th day of February, A.D., 1990.

Signed, Sealed and Delivered in present of:

[Signature]

[Signature]
ASTO LENGYEL

[Signature]

[Signature]
ASTO MARLARI

[Signature]

[Signature]
ASTO ANSCHAU

[Signature] (SEAL)
ENDRE LENGYEL

[Signature] (SEAL)
ISTVAN MAKLARI

[Signature] (SEAL)
ENDRE ANSCHAU
"OWNER/DEVELOPERS"

State of Connecticut
County of Meriden

The above and foregoing was acknowledged before me by Endre Lengyel, for the purposes stated therein this 12th day of February, 1990.

[Signature]
Notary Public

My commission expires: March 21, 1991

State of Connecticut
County of Meriden

The above and foregoing was acknowledged before me by Istvan Maklari for the purposes stated therein this 12th day of February, 1990.

[Signature]
Notary Public

My commission expires: March 21, 1991

State of Connecticut

County of

The above and foregoing was acknowledged before me by Endre
Anschau for the purposes stated therein this 10th day of
 , 1990.

Notary Public

My commission expires: 11 1997

FILED, RECORDED AND
RECORD VERIFIED
E. D. "Hud" DIXON, Cln. Cir. Cl.
POLK COUNTY, FLA.
BY D.C.