

MACFARLANE FERGUSON & MCMULLEN  
1501 SOUTH FLORIDA AVENUE  
LAKELAND, FLORIDA 33803

**TENNESSEE COMMONS**  
**PROTECTIVE COVENANTS**

**WHEREAS, RESIDENTIAL INNOVATIONS, L.C.,** is the owner and developer of certain lands ("the property") situate in Polk County, Florida, more particularly described as:

Lots 15 and 18, Block "A", of Futch and Rogers Subdivision, according to the map or plat thereof as recorded in Plat Book 2, Page 18, Public Records of Polk County, Florida.

and,

**WHEREAS, said RESIDENTIAL INNOVATIONS, L.C.,** desires to establish certain restrictions upon the use and development of said property.

**NOW, THEREFORE,** the following restrictions and covenants are hereby placed upon said land and shall run with the said land for the period hereinafter stated.

**1. DEFINITIONS.**

(a) **OWNER.** "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.

(b) **PROPERTIES.** "Properties" shall mean and refer to that property legally described above and all improvements built thereon.

(c) **LOT.** "Lot" shall mean and refer to any parcel, plat or tract of land within the Properties that is to be used as a separate tract or building lot. The term is not necessarily limited to a numbered lot as portrayed on any survey or subdivision plat of the property.

(d) **DEVELOPER.** "Developer" shall mean and refer to Residential Innovations, L.C., its successors and assigns, only if the instrument by which successor or assignee assumes the interest expressly provides that such successor or assignee shall become Developer hereunder.

(e) **PROPERTY OWNERS ASSOCIATION.** "Property Owners Association" shall mean and refer to Tennessee Commons Homeowners Association, Inc., a Florida non-profit corporation.

## **2. LAND USE.**

(a) **SINGLE FAMILY.** Each lot shall be used expressly and exclusively for single family, private residence purposes.

(b) **UNLAWFUL USE.** No unlawful, improper or immoral use shall be made of any home nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood or to any lot owner thereon.

(c) **ANIMALS.** No poultry, livestock or any animal of any kind shall be raised, kept, bred or maintained on the properties, except that dogs, cats or other household pets, not exceeding two (2) in number, may remain on the premises provided they are not kept, bred or maintained for any commercial purpose, and provided they shall be maintained on a leash or kept in a secure enclosure.

(d) **BUSINESS ACTIVITY.** No commercial business activity shall be conducted or carried on in connection with the residential use of any lot, except by the Developer for the purpose of completing the developing, marketing and selling of lots.

(e) **SIGNS.** No sign of any character may be exhibited or displayed on any lot or improvement thereon, except one sign of not more than five (5) square feet advertising the property for sale or rent, or a sign used by a builder during the period of improvement construction, or a sign of a reasonable display area identifying the owner of the single family dwelling house.

(f) **TRAILERS.** No trailer, tent, barrack-type or other temporary structure of any kind shall be placed or permitted on any lot at any time.

(g) **MAINTENANCE.** It shall be the responsibility of the Property Owners Association to mow and maintain the grounds of the developed lots.

(h) **BOATS, TRAILERS, VEHICLES.** No boats, boat trailers, mobile homes, house trailers, travel trailers, camper vehicles, motor homes, vans, trucks or commercial pickup trucks shall be permitted to remain on the Properties overnight, unless in areas designated by the Property Owners Association; except that boats or boat trailers, travel trailers, motor homes, camper vehicles, vans and pickup trucks 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 cumulatively, 10 days per year. 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 Properties overnight or on a regular basis. All motor vehicles, cycles, boats and other engine-run apparatus will carry legal sound control devices as prescribed by the manufacturer and approved by the Property Owners Association.

### **3. RESTRICTIONS ON BUILDINGS.**

(a) **CONSTRUCTION APPROVAL.** No new construction nor any alteration to the exterior of any existing building of any type shall take place without prior written approval of the Developer within seven years following the recording of these covenants and thereafter by the Property Owners Association, through its designated Architectural Review Board. Approval will be given only after construction plans, which shall include the location of the house on the lot, have been submitted to the Developer or Property Owners Association. Such Developer or Association shall

have the right to refuse any construction, location or modification plans on any grounds, including purely aesthetic considerations. To be approved, such plans must be in keeping with the overall development concepts of Tennessee Commons. Approval by the Developer or Property Owners Association shall not be arbitrarily withheld. Construction must begin within 60 days of approval and be completed within 240 days after commencement of construction.

(b) **ARCHITECTURAL THEME.** The development and architectural theme of Tennessee Commons is limited to homes designed and constructed with traditional exterior architectural elements. As a result, all plan approval shall be based upon inclusion of traditional exterior designs and must be approved by the Historic Preservation Board of the City of Lakeland.

(c) **DETACHED BUILDINGS.** No detached accessory building, metal utility buildings or tool sheds shall be permitted.

(d) **MINIMUM SQUARE FOOTAGE/SETBACKS.** No lot may contain more than one single family dwelling house. Each house shall contain a minimum of 1,000 square feet of enclosed living area, exclusive of garage, porches and basement. Minimum set back requirements for each house shall be: 30' front yard and 30' rear yard. Notwithstanding said setbacks, no part or portion of any single family dwelling house, garage or outbuilding on any lot shall be erected closer to any property line than those set backs that may at the time of said erection be imposed or imposable by applicable zoning ordinances affecting said property.

(e) **GARAGE.** Each single family dwelling house shall contain as a minimum a standard single family car garage not less than 10 linear feet in width, which shall be enclosed with a conventional width and proper movable door for ingress and egress purposes. All garages shall have an automatic door opener and shall be closed when not in use. Each garage shall be properly

enclosed and architecturally integrated as a part or as an extension of the dwelling unit and attached to the dwelling unit and shall conform architecturally therewith. The driveway from each garage to the public street right-of-way adjacent to each lot shall be paved with cement.

(f) **CONSTRUCTION MATERIAL.** All construction on each lot shall be new construction. No used buildings or structures shall be moved onto any lot; nor shall there be any storage of building supplies on any lot unless used in immediate construction. No exposed block, painted or unpainted, shall be permitted.

(g) **WALLS/FENCING.** No fences, walls, hedges or like obstructions shall be constructed or grown nearer to the front lot line than the rear of the dwelling unit unless pre-construction approval is obtained from the Developer or the Property Owners Association. No fence, hedge, or like obstruction located on any lot shall be higher than six feet. All fences, walls, hedges, or like obstructions, so constructed or grown shall be in such manner so as to compliment the dwelling units in the neighborhood, and shall be constructed from new materials approved by the Developer or the Property Owners Association, but shall not use barbed wire, hog wire, exposed or painted block, wooden shadowbox, chain link or electric fences. All fences or walls must be constructed or installed with a finished side facing outward. Where drainage or utility easements are fenced, lot owners shall allow access along these easements for maintenance. No fence shall be constructed prior to the construction of the main dwelling unit on a lot. All fences, walls, and hedges shall be neatly maintained whereas to be in keeping with the neighborhood, and same shall not obstruct the natural or constructed drainage flow.

(h) **LANDSCAPING.** All landscaping plans and specifications must be presented at the time building plans are submitted to the Developer or Property Owners Association and approved before

construction is permitted. All yards must be sodded from the front curb to the rear line of each lot, as well as the side yard.

(i) **EXPOSED FACILITIES.** All telephone, electrical, cablevision and other services to any dwelling unit must be underground from the point of distribution to the dwelling unit. All receptacles for garbage and trash shall be located and placed so as to not be visible from the front of the property. No aerials or television antennas are permitted. Satellite dishes 24" or less are permitted in locations specified by the Developer. No satellite dish shall be allowed on the front of the home. All lawn mowers, bicycles, building materials, appliances and unsightly objects must be stored in the garage or utility room so as to be out of view from streets. No above ground pools shall be allowed. No use of aluminum foil or similar materials in windows is allowed. No basketball hoops and backboards, swing sets, sand boxes, children's pools, gym sets, golf putting greens, trampolines, or like apparatus shall be allowed in the front or side yards, but may be utilized in rear yards if done in a manner so as not to create a nuisance for any neighbor. No reflectors, curb strips or skateboard ramps shall be allowed. No debris, including construction material wastes, shall be buried on the property or left on the property.

(j) **GROUND ELEVATION.** No major alteration of ground elevation shall be permitted on any lot.

(k) **ABOVE GROUND ITEMS.** No lot owner shall maintain outdoor clothes lines or above ground fuel tanks at his residence.

(l) **PARKING ON LOTS.** Any lot without a home constructed thereon may not be used for parking purposes.

(m) **LOTS FOR INGRESS AND EGRESS.** No lot may be used without the express written consent of the Property Owners Association for ingress, egress, utility or drainage purposes to any adjacent property.

**4. MEMBERSHIP IN THE PROPERTY OWNERS ASSOCIATION.**

(a) **MEMBERSHIP AUTOMATIC.** Each lot owner will become a member of the **TENNESSEE COMMONS HOMEOWNERS ASSOCIATION, INC.**, and he or she will maintain membership in said association in good standing as long as he or she owns said lot and further agrees to abide by the by-laws and rules and regulations of the association as may be amended from time to time.

(b) **VOTING MEMBERS.** Voting members shall be all owners 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.

(c) **ASSESSMENTS.** Developer hereby covenants with each lot within the property and each owner of a lot is hereby deemed to covenant 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, costs, 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, costs, and reasonable attorneys' fee shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due.

(d) **PURPOSE OF ASSESSMENTS.** The base and annual assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the lot owners, to administer the accounting, to operate and maintain any storm and surface water drainage, retention and control facilities and system, maintain and repair the exteriors and roofs of the Properties, mow and maintain the grounds of developed lots, and to create reasonable reserves for capital expenditures and deferred maintenance related to the above.

(e) **MAXIMUM BASE AND ANNUAL ASSESSMENT.** Until January 1 of the year immediately following the conveyance of the first lot, the maximum combined base and annual assessments imposed with respect to the Land shall reflect the proposed budget set forth in Exhibit "A" attached.

(1) From and after January 1 of the year immediately following the conveyance of the first lot, the maximum combined base and annual assessment membership, by an amount not more than the lower of either (i) an amount ten percent (10.0%) above the maximum assessment for the previous year, or (ii) an amount reasonably sufficient to defray estimated costs and reasonable reserves.

(2) From and after January 1 of the year immediately following the conveyance of the first lot, the maximum combined base and annual assessment may be increased by an amount greater than that provided for above only by a vote of lot owners voting in person or by proxy holding at least seventy-five percent (75%) of the votes cast, in person or by proxy, at a meeting duly called for that purpose.

(3) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.



(f) **SPECIAL ASSESSMENTS.** 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 concerning the exteriors and roofs of the Properties, including fixtures and personal property related thereto, however, any such assessment shall have the consent of the Owners voting in person or by proxy holding at least seventy-five percent (75%) of the votes cast at a meeting duly called for this purpose.

(g) **NOTICE AND QUORUM.** Written notice of any meeting called for the purpose of taking any action authorized under Paragraphs (d), (e), and (f) above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast seventy-five percent (75%) of all Association votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(h) **DATE OF COMMENCEMENT OF ASSESSMENTS; DUE DATES.**

(1) The annual assessments provided for in this Declaration shall commence, as to each lot sold by the Developer on the first day following the closing of the conveyance of the lot to other than Developer.

(2) The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every lot owner subject thereto. The due dates shall be established

by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association indicating that the assessments on a specified lot have or have not 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.

(i) **WORKING CAPITAL.** Each purchaser of a lot from the Developer shall contribute an amount equal to one month's (1 month) assessment at the time of closing on the lot, which amount shall be paid into the initial working capital fund of the Association. The Fund may be used for any purpose for which the Association may levy an assessment under this Declaration, including, without limitation, start-up expenses, supplies, the 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.

(j) **DELINQUENT ASSESSMENTS.** 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 eighteen percent (18%) per annum. The Property Owners Association bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No lot owner may waive or otherwise escape liability for the assessments provided for herein by non use of the common area or abandonment of his lot.

(k) **ASSESSMENTS AND FIRST 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 payments

which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**5. OTHER.**

(a) **PUBLIC UTILITIES.** All dwelling units within the property shall utilize and pay for the public water and public sewer service. Individual lot owners shall maintain and shall not fill or obstruct the flow of drainage in any drainage retention areas or ditches.

**6. PARTY WALLS.**

Each wall which is built as a part of the original construction of the duplexes within Tennessee Commons and placed on the dividing line between the duplexes shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rules of law regarding liability for negligent or willful acts or omissions.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

**7. DURATION OF RESTRICTIONS.**

These restrictions shall continue for a period of twenty (20) years from the date of recording thereof and shall automatically be extended for an additional ten (10) years unless seventy-five (75%) percent or more of the Property Owners Association shall evidence their desire to terminate or change said restrictions in whole or in part by an instrument or instruments in writing executed with the formality of a deed pursuant to the laws of the State of Florida.

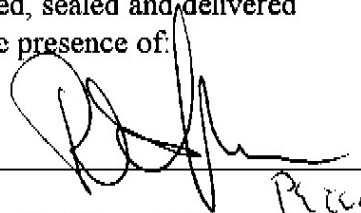
**8. RIGHT TO MODIFY.**

The Property Owners Association has the absolute right to modify all of the restrictions herein contained by a majority vote of voting members.

Any amendment of these documents which would affect the surface water management systems including the water management portions of the common areas must have the prior written approval of the Southwest Florida Water Management District.

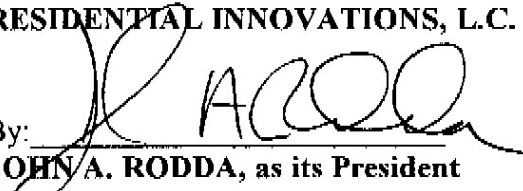
**IN WITNESS WHEREOF, RESIDENTIAL INNOVATIONS, L.C.,** has executed these restrictive covenants on this 28<sup>th</sup> day of May, 2004.

Signed, sealed and delivered  
in the presence of:

  
Type or Print Name of Witness Patricia L. Harrison

Patricia L. Harrison  
Patricia L. Harrison  
Type or Print Name of Witness

**RESIDENTIAL INNOVATIONS, L.C.**

By:   
**JOHN A. RODDA, as its President**

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing Restrictive Covenants and Conditions were acknowledged before me this  
28<sup>th</sup> day of May, 2004, by **JOHN A. RODDA**, as President of **RESIDENTIAL**  
**INNOVATIONS, L.C.**, in that capacity, who ☒ is personally known to me or ☐ has produced  
\_\_\_\_\_ as identification and who ☐ did ☐ did not take an oath.

(SEAL)

Patricia L. Harrison

Notary Public

My Commission Expires



Patricia L. Harrison

My Commission DD062570

Expires November 19 2005