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Instrument prepared by and return to:
Stephen C. Booth, Esquire
BOOTH AND COOK, P.A.
7510 Ridge Road
Port Richey, Florida 34668

** OFFICIAL RECORDS **
BK 1444 PG 1779

**DECLARATION OF RESTRICTIONS
FOR
LAKE JUNE POINTE**

THIS DECLARATION OF RESTRICTIONS executed this 24 day of February, 1999, by **LAKE JUNE PROPERTIES, INC.**, a Florida corporation, of 5703 West Main Street, New Port Richey, Florida 34652, hereinafter referred to as the "Developer".

**ARTICLE I.
DECLARATION**

The Developer hereby declares and imposes this Declaration of Restrictions on the property described on Exhibit "A" attached hereto and incorporated herein.

**ARTICLE II.
DEFINITIONS**

When used in this Declaration, the following words and terms shall have the meanings indicated opposite each word or term.

1. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
2. "By-Laws" shall mean and refer to the By-Laws of the Association, as may be amended from time to time.
3. "Common Area" or "Common Property" shall mean all of those properties or tracts owned or to be owned by the Association for the common use and enjoyment of members of the Association in accordance with the terms of this Declaration.
4. "Covenants" shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.

5. "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.

6. "Dwelling" shall mean and refer to a single or multi-family residency located on a lot. The word Dwelling may, when the context so requires, be used interchangeably herein with the words lot and unit.

7. "Lot" shall mean and refer to any area of real property, which is included in Exhibit "A" and is designated as such on a recorded plat or conveyed by the Developer to an Owner, whether or not said lot is improved with a dwelling unit, and a lot may include any portion or portions of any other lots as such are designated and described on a plat. The word "lot" may, when the context so requires, be used interchangeably herein with the words unit or dwelling.

8. "Member" shall mean and refer to those Owners entitled to membership as set forth herein.

9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is part of the land.

10. "Regulations" shall mean and refer to any rules or regulations respecting the use of the property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and By-Laws.

ARTICLE III. USE RESTRICTIONS

Section 3.01. **Residential Use.** Only one single family dwelling for the residential use of one family may be constructed on each lot. The single family dwelling shall have a minimum floor space of 1,800 square feet of living area, exclusive of porches, garages and patios. The single family dwelling shall be required to have a minimum two car garage and an asphalt paved, concrete, or other type of improved driveway running from the street to the residence. In addition, one detached workshop or other outbuilding may also be constructed on each lot, using the same architectural design, style and exterior color scheme as the single family dwelling.

Section 3.02. **Guest House.** Upon the grant of a special exception by the Highlands County Board of Adjustment, one guest house, which must be attached to the primary residence, with a minimum floor space of 400 square feet of living area may be constructed on any lot, provided however that no such guest house shall be used for rental purposes. The guest house may not be constructed or occupied until the primary single family dwelling has been completed.

Section 3.03. **Docks.** One boat dock may be constructed for each waterfront lot. In addition to compliance with all local, state and federal regulations and permits, the dock location shall not cross or encroach upon a hypothetical extension out into the lake of the side lot lines of either

adjoining lot so as to obstruct the dock building privilege, or interfere with the riparian or littoral rights or comfortable lakefront enjoyment of the adjacent property owner.

Section 3.04. **Mobile Homes.** No mobile homes, modular homes, manufactured homes, park models, trailers, yacadomes, A-frames, stilt houses, or other houses of peculiar or non-conventional appearance or construction shall be built, placed or occupied at any time on any lot.

Section 3.05. **Set Back Requirements.** Every building, including the principal residence and any outbuilding, constructed on any waterfront lot shall have a set back from the frontage street property line a minimum of 50 feet and shall be set back from the rear property line a minimum of 75 feet. An exception on the lakefront lots, however, shall be that a swimming pool and decking attached thereto, and/or a screen enclosure to said decking and pool, may be constructed within fifty (50) feet from the lake, but the enclosure shall not be opaque. All non-lakefront lots shall have a minimum of 50 feet set back from the frontage street property line and a minimum 50 feet rear set back. The side set back on all lots shall be a minimum 10 feet from the side property line. The rear property line of a lakefront lot shall be the normal and ordinary water's edge.

Section 3.06. **Pets And Animals.** Only commonly accepted household pets may be kept on any lot. All animals must be confined on the pet owner's lot or leashed. No horses, cows, hogs, goats, poultry, or other livestock, and no exotic or obnoxious animals and no Pitbulls, Bull Mastifs, Great Danes, Rottweilers, Doberman Pincher, Shepherds, or cross breeds of the aforementioned or any dog that weighs in excess of 45 pounds shall be kept at any time on any lot. This provision shall not be construed to prohibit housing animals that are specifically trained to serve handicapped persons.

Section 3.07. **Nuisance Prohibited.** No nuisance or obnoxious use shall be allowed or permitted at any time on any lot. No derelict or junk cars, and no semi tractor trailer rigs or dump trucks shall be parked, stored or permitted at any time on any lot. The determination of what may constitute a nuisance under this paragraph shall be decided in the sole and absolute discretion of the Developer as long as the Developer holds fee simple title to at least ten percent (10%) of the lots in the subdivision.

Section 3.08. **Vehicular Parking.** Each Lot Owner shall provide space for parking two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said Lot in accordance with reasonable standards established by the Board of Directors. No vehicle shall be parked on any part of the property, except on paved streets and paved driveways. No vehicles may park on paved streets overnight. No trailers, boats, campers or mobile homes may be parked in the Development unless parked inside garages or concealed from public view. Motorized recreational vehicles shall not be parked in the Development unless parked inside garages or concealed from public view. Regulation and control of vehicular parking shall be monitored and enforced by the Association.

Section 3.09. **Signs.** No sign of any kind shall be displayed to the public view on a lot or the common area without the prior written consent of the Association, except customary name and

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address signs and lawn signs of not more than five (5) square feet in size advertising a property for sale or rent.

Section 3.10. **Lawns.** All lots shall be sodded or fully seeded and no gravel or concrete lawns shall be permitted.

Section 3.11. **Lot and Building Maintenance.** The Owner of each Lot shall, at his or her own expense, keep such Lot, including any easement areas located on such Lots, free from tall grass, undergrowth, dead trees, dangerous and/or dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition as set forth herein. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings, grounds or fences on such Lot which may tend to decrease the beauty of the neighborhood as a whole or a specific area.

Section 3.12. **Landscaping.** Within 30 days after the issuance of a certificate of occupancy, every lot shall be landscaped with a minimum of \$1,200.00 for landscaping materials and labor.

Section 3.13. **Construction Time.** Construction of all homes shall be concluded and a certificate of occupancy issued within twelve (12) months from the first issuance of the building permit for the construction of said home.

Section 3.14. **Satellite Dishes.** Television dishes must be located in the rear of the home and shall not exceed the height of the home and shall be a maximum of 24 inches in diameter. Additionally, any television dish or receiving device shall be located within all of the applicable set backs and shall be no more than 25 feet from the primary residence.

Section 3.15. **Fences.** Any fence of any description whatsoever shall be in compliance with the Highlands County fence ordinance and shall not extend beyond the front building line of the home nor shall any fence exceed four (4) feet in height from the common ground elevation of the lot. The definition of rear, front and side lot lines shall be the same as those adopted in the Highlands County ordinance. No fence shall extend into the water of Lake June and no fence shall be opaque. Additionally, any fencing shall be subject to the provisions of Article V, and the process for approval shall be as set forth therein.

Section 3.16 **Commercial Business Prohibited.** No commercial business, cottage industry or other commercial activity shall be conducted at any time on any lot. This shall not be construed, however, to prohibit artists and craftsmen from employing their skills within the confines of the residence or attendant outbuildings. Provided, however, that no wares shall be displayed outside and the sale of said wares shall not occur on the premises. The primary residence, but not the guest house, may be leased, but the lease must be for a minimum of ninety (90) days.

Section 3.17. **Septic Tanks and Drain Fields.** Any septic tank and drain field on a lakefront lot shall be located on the road side of the residence.

Section 3.18. **Amendment of Restrictions.** The Developer hereby expressly reserves the right, in its sole and absolute discretion, to amend, cancel, interpret, enforce or grant variances to any of this Declaration of Restrictions as long as the Developer holds fee simple title to at least ninety percent (90%) of the lots in the subdivision. When the Developer no longer hold fee simple title to at least ninety percent (90%) of the lots, then this Declaration of Restrictions may be amended by the owners of at least two-thirds of the lots in the subdivision. Notwithstanding the foregoing, any amendment to this Declaration of Restrictions which would affect the surface water management system must have the prior written approval of the Southwest Florida Water Management District.

ARTICLE IV.
PROPERTY OWNERS' ASSOCIATION.

The Lake June Point Property Owners' Association, Inc., a Florida non-profit corporation (hereinafter referred to as the Association) is hereby created.

Section 4.01. **Membership.** Membership in the Association shall be mandatory for the owner of record of each lot in the subdivision, and each lot shall be entitled to one vote. Each lot shall bear an equal portion of the Association expenses. The terms of this Section are subject to the provisions of Section 4.05 (c).

Section 4.02. **Owner of Record.** The owner of record of each lot shall be subject to and governed by this Declaration of Restrictions and the Articles of Incorporation and By-Laws of the Association.

Section 4.03. **Florida Law.** The Association shall comply with the applicable provisions of Florida law.

Section 4.04. **Variances.** The Association, acting through its Board of Directors, shall have the power and authority to interpret, enforce and grant variances to any of this Declaration of Restrictions, and to maintain and control the berm and the surface water management system, as permitted by the Southwest Florida Water Management District. The Association shall have a perpetual, non-exclusive easement over and across that berm and the surface water management system for such purposes.

Section 4.05. **Assessments.**

(a) The Association, acting through its Board of Directors, shall have the power and authority to determine, levy, collect and enforce annual assessments against the lots in the subdivision to defer ordinary and customary Association expenses, including the cost of maintaining and controlling the berm and the surface water management system. Ordinary and customary Association expenses shall include, but not be limited to, ad valorem taxes on common property, if any, utilities, insurance, maintenance, operation and administration, legal and accounting fees, and any other Association expenses determined by the Board of Directors to be consistent with the terms of this Declaration of Restrictions and the Articles of Incorporation and By-Laws of the Association.

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The amount and purpose of the assessments, the timing and method of payment, and other rules and regulations regarding the collection and enforcement of the assessments shall be determined by the Board of Directors. Notwithstanding the foregoing, the Association acting only upon a two-thirds (2/3) vote of its membership, may also levy and collect special assessments for extraordinary expenses, major capital outlay or emergency expenses.

(b) The regular and special assessments for Association expenses, specifically including interest at the highest legal rate, and costs of collection, court costs and reasonable attorneys' fees at both trial and appellate levels for all delinquent assessments, are hereby declared to be a charge against and a continuing lien upon each individual lot in the subdivision against which such assessments are made. The assessments against a lot shall be the personal obligation of the owner of record of that lot.

(c) The Board of Directors of the Association shall have the power and authority to: (1) declare a delinquency or other default in the payment of any assessment, (2) accelerate the entire amount of the assessment, (3) record a lien for a delinquent assessment, and (4) file an action in law or equity to collect the delinquent assessment or to foreclose its lien.

(d) Notwithstanding any other provisions contained in this Declaration of Restrictions, an institutional mortgagee, having taken title to any lot by foreclosure or otherwise, shall not be liable for any assessments or Association expenses levied or incurred prior to the institutional mortgagee's taking title to the property.

(e) Until January 1 of the year immediately following the conveyance of the first lot by Developer to an owner, the maximum annual assessment shall be \$300.00. If two or more contiguous lots are under common ownership, there shall be only one assessment for all of the lots that the residence is physically situated on. Any other contiguous lot that does not have any portion of the residence located thereon shall have a separate assessment. The owner of each lot that is subject to an assessment shall be entitled to one vote for each assessed lot. The owner of any lot that is not subject to an assessment against it shall not have a vote for that lot.

(f) From and after January 1 of the second year immediately following the conveyance of the first lot by Developer to an owner, the annual assessment may be increased but it must be by majority vote, and in no event shall the increase exceed ten percent (10%) of the assessment for the previous year.

Section 4.06. **Membership.** Membership shall be appurtenant to and shall pass with the title to each lot, and it may not be separated from the ownership of the lot.

Section 4.07. **Voting Rights.** Each Class A member of the Association as defined below shall have one vote, except when more than one person holds an interest in a lot. In such event, the one vote for that lot shall be exercised as its owners determine. In no event shall more than one vote be cast by Class A members with respect to any one lot.

The Association shall originally have two classes of members (Class "A" and Class "B").

(a) **Class "A"**. Class "A" members shall be all those owners as defined in Section 4.01 and 4.05(e) of this Article V. with the exception of the Developer.

(b) **Class "B"**. Class "B" members shall be the Developer. The Class "B" member shall be entitled to three votes for each lot in which it holds the interest required for membership by Section 4.01 of this Article V. The Developer shall have the right to elect or appoint all members of the Board of Directors until title to 90% of all lots has been conveyed by the Developer.

The Developer shall have the right to elect or appoint a majority of the Board of Directors of the Association until the occurrence of the earlier of the following events: (i) one year after the Developer no longer holds title to or any interest in any portion of the properties; or (ii) the relinquishment by the Developer if its right to elect or appoint a majority of the Board of Directors of the Association.

Section 4.08. **Turnover**. Within ninety (90) days after the Developer no longer has the right to elect or appoint a majority of the Board, the members shall assume control of the Association and the Association shall conduct a Special Meeting of the Membership (the "turnover" meeting) for the purpose of electing the Board of Directors. However, as long as the Developer is the owner of one lot, the Developer shall be entitled to appoint one member to the Board of Directors.

ARTICLE V. SUBDIVISION ARCHITECTURAL CONTROL

No dwelling shall be commenced, erected, installed or maintained upon a lot, nor shall any exterior addition, change or alteration be made, unless and until the plans and specifications showing the nature, kind, shape, weight, materials, color and location of same shall have been submitted to and approved by the Association, in writing, as to the harmony or external design and location in relation to the other lots and dwellings in the subdivision. Any Owner who has suffered damage to his or her residence by reason of fire or other casualty shall apply to the Association for reconstruction, rebuilding or repair of the residence in a manner which will provide for an exterior and design which existed prior to the casualty. Application for any such approval shall be made in writing by the Owner, together with full and complete plans, specifications, working drawings and elevations, showing the proposed reconstruction and the end result thereof. The approval by the Association shall be in writing. In the event the Association disapproves the application, such disapproval shall be in writing and contain the reasons therefor. In the event the Association fails to approve or disapprove within twenty-one (21) days after receipt of a written request to do so, approval shall be deemed to have been given. Written notice by the Association requesting further information or changes, alterations or amendments to the application shall toll the 21 day period. The Association is hereby empowered and authorized to delegate the authority hereunder and under any other provision of this Declaration pertaining to exterior changes or alterations to a dwelling or lot, to an Architectural Control Committee comprised of three (3) members appointed by the Board of Directors, two of whom shall be appointed by the Developer until the members assume control

of the Association in accordance with Article IV. Developer may waive this requirement whereupon all members shall be Owners. Developer shall be exempt from the provisions of this section.

ARTICLE VI. PROPERTY RIGHTS

Section 6.01. **Delegation of Use.** Subject to such limitations as may be imposed by the By-Laws, and covenants and restrictions imposed by the Developer and/or Association, each owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, guests and invitees, subject to reasonable rules and regulations of the Association.

Section 6.02. **Title to Common Properties.** The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon, and until such time as in the opinion of the Developer the Association is able to maintain said Common Properties. The Developer shall convey (and the Association shall accept such conveyance) the Common Properties to the Association thereon free and clear of all liens and encumbrances, except this Declaration, Covenants and Restrictions of record at the time of the conveyance of the Common Properties to the Association, real and personal property taxes for the year in which the conveyance takes place, and any easements created or allowed by the terms of this Declaration.

Even though legal title to the Common Properties will be in the name of the Association, rights to use the common properties cannot be conveyed without conveyance of the lots, and the common properties cannot be conveyed by the Association unless approved by a majority of the members.

ARTICLE VII. UTILITIES, EASEMENTS AND ROADS

Section 7.01. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain after placement, which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements thereon shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible, and except for tracts which have been specifically designated as Common Areas.

No dwelling unit or other structure (excluding perimeter decorative walls) of any kind shall be built, erected, or maintained on any such easement, reservation or right-of-way, and such easements, reservations and rights-of-way shall at all times be open and accessible to the utility companies employees and contractors, lot owners, their invitees and guests, and shall also be open and accessible to Developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights-of-way are reserved.

Section 7.02. **Right of Entry.** The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any reasonable day to perform such maintenance as may be authorized herein.

Section 7.03. **Easement for Governmental, Health, Sanitation and Emergency Services.** A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services, such as fire, ambulance and rescue services, for purposes of ingress and egress over the common properties.

Section 7.04. **Retention Easements.** Retention easements may not be disturbed. This includes, but is not limited to sodding, digging and dumping. Retention easements on individual lots, however, may be sodded, with the exception of the area designated as the bottom of the pond which area must be seeded or plugged to allow the bottom of the pond to percolate the runoff from the lot. Plugs must be 4" x 4" square plugs and should be spaced at a minimum of 2 feet on center.

ARTICLE VIII SEVERABILITY

In the event any one of the provisions of this Declaration of Restrictions shall be deemed invalid by a court of competent jurisdiction, the remaining provisions of this Declaration of Restrictions shall remain valid and in full force and effect.

ARTICLE IX. COVENANTS RUNNING WITH THE LAND

This Declaration of Restrictions shall be considered as a covenant running with the land and shall bind all owners and all lots in the subdivision for a period of twenty-five (25) years. After twenty-five (25) years, this Declaration of Restrictions shall be automatically extended, unless an instrument providing for a different duration or cancellation signed by the owners of at least two-thirds of the lots in the subdivision shall be recorded in the public records.

ARTICLE X. ANNEXATION OF ADDITIONAL PROPERTY

Section 10.01. **Annexation of Additional Property.** Additional residential property and Common Area may be annexed to the subdivision in accordance with the following:

(a) The Developer, from time to time, may in its sole discretion, without the necessity of consent or joinder of any Owners or other parties whatsoever, cause additional lands to become subject to the Declaration, which additional lands have been hereinabove defined as additions to the property, but under no circumstances shall Developer be required to make such additions. Such

additions to the Property shall be of such size as the Developer determines and the number of such additions to the property shall be at the sole discretion of the Developer. Until such time as such additions are made to the property in the manner hereinafter set forth, real property owned by Developer, other than the Property described on Exhibit "A" attached hereto, shall in no way be affected by, or become subject to, the terms and conditions of this Declaration.

(b) Additions to the Property, if any, shall be developed and platted in such a manner which in the opinion of the Developer provides for the preservation of the values and amenities of the Property, with reasonable portions of said real property set aside for green belt areas and other common facilities as may be designated on such plats.

(c) The additions authorized under this Article shall be made by the Developer executing and filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additions to the property, extending the scheme of the covenants and restrictions of this Declaration to such Property; and such Supplementary Declaration may contain such complimentary additions as may be necessary to reflect the different character, if any, of the additions to the property and as are not inconsistent with the scheme of this Declaration. Such Supplementary Declaration shall not require the joinder, consent, or approval of any Owner or other parties whatsoever.

(d) In the event the Developer, in its sole discretion, at any time it still has the right to appoint a majority of the board, determines that all streets should become private, then the Developer may cause the appropriate governmental agency to vacate all or any portion of the public streets and the Developer shall simultaneously execute a Supplementary Declaration of Covenants, Conditions and Restrictions adding said streets as common areas. Said streets shall thereafter be treated and maintained as common areas in accordance with these Covenants, Conditions and Restrictions.

ARTICLE XI. SWIFTMUD

(A) It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence or structure, to comply with the construction plans approved and on file with the Southwest Florida Water Management District (SWFTMD) as part of the storm water management system for development of the subdivision pursuant to Chapter 40D-4, F.A.C.

(B) No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and in the recorded plat of the subdivision, unless prior approval is received from SWIFTMUD pursuant to Chapter 40D-4.

(C) It is the Lot Owner's responsibility not to remove native vegetation (including cattails) that become established within any wet detention pond that may be abutting their property. Removal includes dredging, the application of herbicide and cutting. Lot owners should address any

question regarding authorized activities within the wet detention pond to SWFTMD Permitting Division.

IN WITNESS WHEREOF, the parties have hereto set their hand and seal the day and year first above written.

Signed in Presence of:

Stephen B. [Signature]

Karen L. Olson

LAKE JUNE PROPERTIES, INC.

a Florida corporation

By

Lester Mallett

Lester Mallett, Vice President

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STATE OF FLORIDA
COUNTY OF PASCO

The foregoing Declaration of Restrictions for Lake June Point was acknowledged before me this 24 day of February, 1999 by Lester Mallett, the Vice President of Lake June Properties, Inc., a Florida corporation, on behalf of said corporation, who is personally known to me and who did not take an oath.

Karen L. Olson (Ward)

Notary Public



EXHIBIT "A"

Lots 1 - 17, Block 1, and

Lots 1 - 21, Block 2, and

Lots 1 - 30, Block 3,

all of Lake June Pointe, Phase One, as recorded in Plat Book 16, Page 34, of the Public
records of Highlands County.

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FILE # 1014686 RCD: Mar 10 1999 @ 09:21AM
L. E. "Luke" Brooker, Clerk, Highlands County