

DEED RESTRICTIONS
Tangerine Trails

POLK OFF.REC. PAGE

STATE OF FLORIDA

COUNTY OF POLK

KNOW ALL MEN BY THESE PRESENTS: That whereas we the undersigned are the owners of property located in Polk County, Florida, and more particularly described as follows:

Tangerine Trails Unit 2, as recorded in Plat Book 87, Page 39, of the Public Records of Polk County, Florida.

THEREFORE, THESE PRESENTS WITNESSETH: For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, Tangerine Trails. That the parties to this agreement, for and in consideration of the mutual covenants herein contained, and the further consideration of One Dollar in Hand paid by each party to the other, receipt whereof is hereby acknowledged, and for other good and valuable considerations, do herein and hereby covenant and agree one with the other, for ourselves, our heirs, successors, assigns, and legal representatives, that as to said property above-described, the following restrictions are hereby placed upon our respective holdings as come within the boundaries above-described:

EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. All utilities will be underground.

RESIDENTIAL PURPOSE AND STORAGE BUILDINGS: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and a private garage for not more than two cars. Small yard storage buildings will be permitted up to one hundred (100) square feet and shall be placed only at the rear of the residence. Setback requirements of Polk County Zoning Laws shall be followed.

SQUARE FOOTAGE REQUIREMENT: No dwelling shall be permitted on any lot that does not have a living area exclusive of one-story open porches and garages of not less than nine hundred (900) square feet for a two story house or twelve hundred seventy-five (1275) feet for a one story house. Setback, rear and side clearances shall be according to code. All residences shall have a minimum of one (1) car garage attached. Garage shall be fully enclosed. No dwelling may consist of more than two (2) stories in height. This limitation shall not be construed to prohibit a tri-level residence.

MINIMUM LOT: No lot shall be reduced to size by any method whatsoever, except by the Developer. Lots may be enlarged by consolidation with one of more lots under one ownership. In the event one or more lots are developed as a unit, all restrictions herein contained shall apply as to a single unit. In any event, no dwelling shall be erected, altered, placed or permitted to remain on any site smaller than one (1) lot as shown on the recorded plat, except by the Developer herein.

PLAN APPROVAL: For the purpose of further assuring development of the lands in the subdivision as a residential community of high standards, quality and beauty, the architectural plans and locations upon the respective lot of every residence, as well as additions to any residence, including but not limited to swimming pools and patios, whether the same

Griggs Enterprises, Inc.
P-850 E. Lake Elbert Drive, N.E.
Winter Haven, FL 33881

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are attached to the residence or separated therefrom, or substantial alterations of the exterior appearances of completed residences, to be constructed, erected, made or otherwise done within said subdivision, must be approved in advance, in writing by the Developer, its duly authorized agent or assigns.

MATERIAL - CONSTRUCTION: Any residences may be constructed of wood, brick, stucco, or concrete block or a combination of these materials. Any residence which is constructed with concrete block shall be stuccoed on all four sides. Painted concrete block is not acceptable.

GARAGES - CARPORTS: No garages shall be erected prior to the construction of any residence and any detached garage shall be built of the same materials and be of the same design as the residence. Garages must be enclosed and carports will not be permitted.

VIOLATIONS: Where the building or other structure has been erected, or its construction substantially advanced, and the building is located on any lot or building plot in a manner as to constitute a violation or violations of these covenants and restrictions, the Developer shall have the right at any time to release the lot or building plot, or portions of it, from any part of the covenants and restrictions as are violated. However, the Developer shall not give any such releases except with respect to a violation that it determines to be minor.

TEMPORARY BUILDINGS: Trailers, tents, shacks, barns or other temporary buildings of any design whatsoever are expressly prohibited within this subdivision and no temporary residence shall be permitted in unfinished residential buildings. No accumulation of building or other materials or machinery of any kind not customarily found on a residential lot shall be permitted within this subdivision. This shall not prohibit, however, the accumulation of materials which shall be used in the construction of a residence. Temporary buildings may be used by contractor and developer during construction, which shall be removed from the premises upon the completion of said construction.

SETBACK: No residence shall be constructed closer to the front lot lines than thirty-three (33) feet nor further than forty-two (42) feet.

NOXIOUS ACTIVITIES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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

SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale of rent, or signs used by a builder to advertise the property during the construction and sales period.

DUMPING: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

FENCES: No fence, with the exception of chain link, post and rail or other "see-thru" fences, or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line. The balance of the lot may be fenced or hedged, not exceeding six (6) feet in height.

FRONT YARD RESTRICTIONS: T.V. dishes, storage sheds, and swimming pools, shall be installed only in the rear yard and behind a line across the lot at the farther most wall of the dwelling from the street.

LOT MAINTENANCE: Except during the period of reconstruction or improvements upon a lot, each owner shall be responsible for the care and maintenance thereof and shall keep the same clean and neat. The grass, shrubbery and vegetation shall be regularly mowed and trimmed. For the purposes of creating and maintaining an area which contains attractive, interesting and distinctive home sites, and to eliminate unsightly conditions in said subdivision, and to avoid fire and health hazards therein, the Developer or the association may, upon the lot owner failing to maintain said lot as above provided, lawfully enter upon any lot in said subdivision, and platted of record, in order to cut, clean and remove from said lot, grasses, weeds, debris and dump trash or refuse, not therefore kept property cut, cleaned and removed by the then owner or owners thereof, and charge the cost thereof to the then owner or owners of such lot. All construction on each lot shall be new construction and no used buildings or structures shall be moved onto any lot. Any prefabricated or modular single-family residences must be specifically approved in writing by the Developer.

CONSTRUCTION TIME LIMIT: When the construction of any building is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued and there is no substantial progress toward completion for a six (6) month period, the Developer, its successors or assigns shall have the right to notify the owner of record of the premises of its intention to invade the premises and take such steps as might be required to correct an undesirable appearance; the reason for such correction shall be solely in the discretion of the Developer, and may include but not be limited to aesthetic grounds. The owner of the property shall be liable for all costs incurred in such action and the total costs thereof will be a lien on the property herein conveyed.

RV'S, BOATS, ETC.: Recreation vehicles, trailers, boats, and boats on RV's, may not be parked on the lot closer to the street than a line across the lot at the front most wall of the dwelling from the street. Any such vehicle that remains unlicensed for a period of thirty (30) days will be considered to be junk and must be removed.

MECHANIC WORK: Minor mechanic work may be done on the premises. However, any car or other vehicle left on jacks or blocks for more than thirty (30) days shall be considered to be junk and must be removed.

SOD AND SEED: Front and side yards shall be sodded with an appropriate grass and rear yard may be sodded or seeded prior to occupation of the house thereof. "Front yard" shall include the area between the house and the blacktop road. No gravel lawns shall be permitted. Each building site shall be attractively landscaped, which shall include planting and maintaining no less than two (2) shade trees, one in front and one in rear yard. Caliper shall not be less than one (1) inch when planted initially.

BREACH: In the event of a violation or breach of any of these restrictions, the Developer, or its successors or assigns shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction, or condition contained herein, however, long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or effect its enforcement. The invalidation of any of these restrictions by judgment or court order shall in no way effect any of the other restrictions herein imposed.

ENFORCEMENT: Each owner, by accepting a fee simple interest in any lot in said subdivision, does hereby and thereby agree to be bound by all the conditions, limitations, reservations, and restrictions as contained herein and in the event the owner of any lot shall breach any of the conditions, limitations, reservations and restrictions herein contained, said owner agrees to pay all costs, including a reasonable attorney's fee for the enforcement of said conditions, limitations, reservations and restrictions.

CHANGES: The Developer, its successors or assigns, may change, amend, or modify any of these restrictions that are not in conflict of owners of seventy (70%) percent of the lots in said subdivision. The Developer may waive the requirements of these restrictions in the event any situation places an undue hardship upon the individual or owner individual.

30 YEAR - BINDING: These restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of thirty (30) years from the date these restrictions are recorded, after which said restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots (each lot being considered as one owner) has been recorded, agreeing to change said restrictions in whole or in part.

The enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of the provisions of the Notice of Restrictions, either to restrain violations or to recover damages, and may be brought by the Developer, its successors, or by the owner of any of the property covered by these restrictions.

HOMEOWNERS ASSOCIATION: Each lot owner shall automatically become a member of the Tangerine Trails Homeowner's Association upon acquiring a fee simple interest in any lot. The membership shall be appurtenant to and may not be separated from ownership of any lot. Pursuant to provisions of the Articles of Incorporation of the Tangerine Trails Homeowner's Association, the membership of the Association may be expanded by the Developer to include owners of lots in subsequent units of the proposed development. The Tangerine Trails Homeowner's Association is a Florida corporation not for profit. The Tangerine Trails Homeowner's Association (hereinafter referred to as the Association) shall have two classes of voting membership as follows:

(a) Class A: Class A members shall be all owners of property within the development with the exception of the Developer and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine and evidenced by a certificate signed by all the record lot owners designating which member shall be entitled to vote for said lot. In the event such certificate is not on file with the Association, no vote for such lot shall be cast. In no event shall more than one (1) vote be cast with respect to any lot.

(b) Class B: The Class B member shall be the Developer and said member shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership upon the happening of either of the following events, whichever later occurs:

(b-1) When the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership or,

(b-2) When 80% of lots in subdivision are sold.

The plat of Tangerine Trails according to the map or plat thereof recorded in Plat Book 87, Page 39, of the public records of Polk County, Florida, indicates certain "common properties" for storm water retention ponds and management.

In order to assure that these areas are maintained in such a manner so as to prevent the facilities and landscaping located thereon from falling into a state of disrepair, the Association is to be charged with the maintenance of said areas. The maintenance shall include, but not be limited to mowing, fertilizing and spraying of landscaping, and maintenance of any storm water management structures. It is recognized that the Association, in order to implement the above, will employ servants, contractors or agents to perform the necessary work and maintenance. The owner of any lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

- (1) Annual Assessments, and
- (2) Special Assessments,

such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. The assessments levied by the Association shall be exclusively for the improvement and maintenance of the properties as herein provided.

The initial annual assessment shall be \$25.00 and shall be due in advance on January 1, 1990, for all existing lot owners other than Developer. This assessment may be changed by a two-thirds majority of the total of both classes of membership. The annual assessments provided for herein shall commence as to all lots on the conveyance of the individual lots from the developer to the purchaser. The amount of the assessment shall be prorated for the number of days the lot is owned by someone other than the Developer. The initial assessment shall not change until the Association is established and votes to do so.

Special assessments in addition to the annual assessment shall be assessed only upon a two-thirds majority of the total of both classes of members. All assessments shall be fixed at a uniform rate for all lots and shall be collected on an annual basis.

Notice of all annual and special assessments shall be sent to every owner subject thereto. The board of directors shall be responsible for sending this notice and for sending notice of all meetings of the association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose a lien against the property, the assessments being hereby declared to be a lien upon each and every lot when unpaid.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosing or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall release such lot from liability for any assessments thereafter becoming due or from the lien thereof except when title is acquired by mortgage in foreclosure or any proceeding in lieu thereof.

The term "common properties" as used herein shall designate the areas legally described above and set aside for recreation and storm water management and are for the benefit, protection, and use of owners of lots in Tangerine Trails. Title to the property shall be vested in the Tangerine Trails Homeowner's Association. The term "lots" as used herein shall indicate the lots subject to private ownership as designated in the plat of Tangerine Trails. The assessments are for the purpose of enabling the Association to adequately maintain the aesthetic and landscaping areas for the benefit of the owners in Tangerine Trails.

Notwithstanding anything contained herein to the contrary, until the legal establishment and organization of Tangerine Trails Homeowner's Association, as a Florida corporation not for profit, the Developer, Griggs Enterprises Incorporated, shall perform and shall be charged with the duties and responsibilities herein delegated to the Tangerine Trails Homeowners' Association, including, without limitation, maintenance of the "common properties" and the power to assess lot owner's annual assessment for the cost of said maintenance of common areas and landscaping areas; in addition, each lot owner, by the acceptance of a deed of conveyance from the developer, agrees that prior to the legal incorporation and establishment of Tangerine Trails Homeowners' Association, the developer may make the assessments provided for in these Declarations, and each lot

owner hereby agrees to pay said assessment on or before the due date as specified hereinabove in accordance with these Declarations; after the legal incorporation and establishment of Tangerine Trails Homeowners' Association, all duties and responsibilities assigned to said Tangerine Trails Homeowners' Association shall from that date forward be performed by said association; provided, however that Tangerine Trails Homeowners' Association shall be legally incorporated and established prior to January 1, 1990.

Prior to the establishment of Tangerine Trails Homeowners' Association, the Developer will accept and will be entitled to all assessment monies, but will be responsible for all maintenance costs which exceed the amounts of assessments received.

The Developer, in their sole discretion, has the right to amend these subdivision restrictions at any time prior to establishment of the Association by recording a copy of the amendment on the public records of Polk County, Florida, said amendment to be signed only by the Developer.

Subsequent to the establishment of the Association, these subdivision restrictions may be amended by the approval of the Association and the consent of two-thirds of the lot owners. This approval shall be recorded on the public records of Polk County, Florida, together with the consents of two-thirds of the lot owners.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of MARCH, A.D., 1987.

Ramon E. Griggs
Eileen C. Griggs

Ramon E. Griggs L.S.
Eileen C. Griggs L.S.

STATE OF FLORIDA

COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared: Ramon E. Griggs, President, and Eileen C. Griggs, Senior Treasury of Griggs Enterprises, Inc., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County of Polk and State last aforesaid this 20th day of MARCH, 1987.

Robert L. Murphy
Notary Public

Notary Public, State of Florida
My commission expires Feb. 22, 1990
Bonded Thru Troy Fair - Insurance Inc.

FILED, RECORDED AND
RECORD VERIFIED
E. D. "Bud" DIXON, Clk. Cir. Ct.
POLK COUNTY, FLA.
BY *JD* D.C.

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