



Rcpt: 323129 Rec: 487.50
 DS: 0.00 IT: 0.00
 04/27/99 Dpty Clerk

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
 AND EASEMENTS FOR FLORIDA ESTATES**

This Declaration of Covenants, Conditions, Restrictions and Easements for Florida Estates is made by Florida Estates, Inc., ("Association") as of the date of its recording in the Public Records of Pasco County, Florida. The term "Association" includes the corporation's successors and assigns.

JED PITTMAN, PASCO COUNTY CLERK
 04/27/99 10:33am 1 of 108
 OR BK 4138 PG 1892

BACKGROUND

A. Association is the owner in fee simple of real property located in Pasco County, Florida and described as follows:

The East 260 feet of the West 590 feet of the Northwest 1/4 of the Northeast 1/4 of the Southeast 1/4 (except FLORIDA TRAILER ESTATES 5TH ADD'N., as per plat recorded in Plat Book 8, page 88, Public Records of Pasco county, Florida), in Section 2, Township 26 South, Range 21 East, Pasco County, Florida; AND Lot 91, LESS AND EXCEPT the South 4 feet thereof, FLORIDA TRAILER ESTATES 5TH ADD'N., as per plat thereof recorded in Plat Book 8, page 88, Public Records of Pasco County, Florida;

SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.

B. Association desires by this declaration to provide for the enhancement and protection of the value, attractiveness and desirability of the lots or tracts constituting the subdivision and states that the above-described real property is to be held, sold and conveyed only subject to the following easements, covenants, conditions, and restrictions, which will constitute covenants running with the land and will be binding on all parties having any rights, titles or interest in the above-described property or any part of that property, their heirs, successors, and assigns, and will enure to the benefit of each owner thereof.

NOW, therefore, in consideration of the premises which are the subject of this agreement and the benefit to be received by itself and all persons claiming by, through or under it, association hereby: (i) Establishes this declaration ("Declaration" will include this declaration and any addendum to it); and (ii) Declares that the easements described below will be for a period of twenty five (25) years and will extend for an additional twenty five (25) years in duration unless otherwise provided.

ARTICLE I
DEFINITIONS

1. "Addendum" refers to the declaration(s) further described in Article II by which certain portions of the property are made subject to the provisions of this declaration.
2. "Articles" refers to the Articles of Incorporation of the association, as may be amended from time to time.
3. "Association" refers to Florida Estates, Inc., a not-for-profit corporation, its successors and assigns.
4. "Board" refers to the Board of Directors of the Association.
5. "By-Laws" refers to the By-Laws of the Association, as amended from time-to-time.
6. "Common Area" refers to all real property owned by the association for the common use and enjoyment of the owners. The common area to be owned by the association at the time of the recording of this document is described above.
7. "Lot" refers to any lot of Florida Trailer Estates Subdivision; Florida Trailer Estates Addition; and Florida Trailer Estates Second, Third, Fourth, Fifth and Sixth Additions shown in the Public Records of Pasco County, Florida.
8. "Maintenance" refers to the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear accepted.
9. "Member" refers to every person or entity who holds membership in the association.
10. "Owner" refers to the owner in fee simple to a lot, whether 1 or more persons or entities, but excludes those having an interest in a lot merely as security for the performance of an obligation.
11. "Residence" refers to a residential dwelling unit constructed, erected or located on a lot which is designed and intended for use and occupancy as a residence by a single family. A pre-manufactured home, when located on a lot pursuant to this declaration, will be considered a residence.

ARTICLE II
MEMBERSHIP AND ASSOCIATION

Every owner of the lot will be a member of the association. Membership will be appurtenant to and may not be separated from ownership of a lot.

ARTICLE III ASSESSMENTS

Section I. Lien and personal obligation of assessments. The association covenants for each lot within the subdivision and each owner of a lot is hereby deemed to covenant by acceptance of these declarations by executing an addendum for such lot to pay to the association (1) annual assessments, and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees will 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 attorney's fee, also will be the personal obligation of the person or persons who own the lot at the time the assessment fell due, but such personal obligation will not pass to the successors in title of such person or persons unless expressly assumed by them.

Section II. Commencement and Collection of Annual assessments. The annual assessments provided for herein will commence upon the recording of this declaration. The first annual assessment will be adjusted according to the number of months remaining in the calendar year. The Board of Directors will fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and will fix the dates on which such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments will be sent to every owner subject to the assessment. The association will, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessment against a specific lot has been paid.

Section III. Effective non-payment of assessments; Remedies of the association. Any assessment not paid within thirty (30) days after the due date is deemed to be in default and will bear interest from the due date at the rate of 10% per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non use of the common area or abandonment of the owner's lot.

ARTICLE IV
PROPERTY RIGHTS

Section I. Owner's easements of enjoyment. Every owner of a lot will have a right and easement of enjoyment in and to the common area. This right will be appurtenant to and will pass with the title to such lot.

Section II. Delegation of use. Subject to such limitations as may be imposed by the by-laws, each owner may delegate the enjoyment in and to the common areas and facilities to the members of the owner's family, and up to six (6) guests, tenants, and invitees.

Section III. Right of entry. The association, through its authorized employees and contractors, will have the right, after reasonable notice to the owner of a lot, to enter that lot at any reasonable hour on any date to perform authorized maintenance.

ARTICLE V
USE RESTRICTIONS

The subdivision is to be occupied and used only as follows:

Section I. Each lot will be used as a single family residence and for no other purpose.

Section II. No business of any kind is permitted to be conducted on any residence.

Section III. No noxious or offensive activity may be conducted in or on any lot.

Section IV. No animals, live stock or poultry of any kind are permitted to be raised, bred, or kept on any lot or in the common area. However, small dogs, cats, and other household pets may be kept on lot subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred or maintained for commercial purposes.

Section V. No rubbish, trash, garbage or other waste material may be kept or permitted on any lot or in the common area except in sanitary containers located in appropriate areas concealed from public view.

Section VI. No fence, hedge, wall, or other dividing instrumentality over that allowed by local ordinance will be constructed or maintained on any lot.

Section VII. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind may be used, either temporarily or permanently, as a residence.

Section VIII. Nothing may be altered in, constructed on, or removed from the common area except by written consent of the association.

Section IX. This manufactured home subdivision shall be an adults only subdivision as it has operated since March 12, 1989. No permanent residence or occupant shall be under eighteen (18) years of age. At least one person fifty five (55) years of age must be a permanent occupant of each home. Persons between the ages of eighteen (18) and fifty five (55) may occupy and reside in a home so long as one of the occupants is fifty five (55) years of age or older. The association board of directors, in its sole discretion, shall have the right to establish hardship exceptions to permit individuals who are more than eighteen (18) years of age, but less than fifty five (55) years of age, to occupy a unit to meet situations such as the death or disability of a spouse, family member or co-occupant. All sales and leases shall be subject to the prior approval of the board of directors to assure compliance with this provision and to assure that no hardship exception shall be granted which will raise the total percentage of such occupied homes to above twenty percent (20%). The board of directors shall be further authorized to make such capital improvements, where practicable, which are necessary to insure the provision of facilities for adult persons in the subdivision. Temporary visits by children under eighteen (18) years of age is not prohibited, however, temporary visits are limited to sixty (60) days in any one calendar year unless approved by the board of directors. Any visiting minor children using any of the recreational facilities must be accompanied by an adult.

Section X. Each mobile home which is located within the subdivision, or any part thereof, must be skirted and have complete sanitary facilities, including lavatory, toilet, tub or shower, and kitchen sink, all to be properly connected to an approved type septic tank which meets and complies with the rules and regulations of the Florida State Board of Health. Any laundry facility must be connected to a drain field.

Section XI. All lot owners must provide for the maintenance of their lot. Each lot in the subdivision must be kept in a clean and presentable condition at all times. All lawns must be mowed and shrubs and bushes trimmed regularly. Failure to do so shall allow the association to mow the lot or trim the shrubs and bushes or cause the maintenance to be performed and the lot owner be charged a reasonable fee. Non payment of such fee shall constitute a lien to be placed on

the property.

Section XII. No recreation or commercial vehicles, travel trailers, sleepers, boats, utility trailers, junk vehicles, or inoperable vehicles, shall be stored, parked, or maintained permanently on any lot within the subdivision, unless it is under a roof or covered with an approved vehicle cover.

Section XIII. No implied waiver: The failure of the board to object to an owner's or other party's failure to comply with the covenants or restrictions contained in this declaration will in no event be deemed a waiver by the board or of any other party having an interest of its right to object to it and to seek compliance in accordance with the provisions of this declaration.

ARTICLE VI LOT AREA AND FRONTAGE

Every dwelling erected on any plot front will present a good frontage on the street on which the lot fronts. No dwelling may be erected on a plot shall be narrower than twelve (12) feet.

ARTICLE VII DWELLING SET BACK

No dwelling or any part of a dwelling may be erected or maintained on any plot nearer to the adjoining street or streets than the building limit lines shown on the recorded plat.

ARTICLE VIII DURATION

All of the restrictions and covenants set forth in this agreement will continue and be binding on the parties and their successors and assigns for a period of twenty-five (25) years from the date this instrument is filed for recording in the County of Pasco, Stat of Florida, and will automatically be extended thereafter for a period of twenty-five (25) years.

ARTICLE IX RIGHT TO ENFORCE

The restrictions set forth in this agreement will run with the land and bind the parties and their successors and assigns. All persons or entities claiming by, through or under the parties to this agreement shall be taken to agree with the parties, their successor and assigns to conformed to and observe the lot use restrictions and construction of lot

improvements. No restrictions set forth in this agreement will be personally binding on any corporation, person or persons except with respect to breaches committed during their seizing of the title of the land. Further, the owner or owners of any of the above land have the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of or to enforce the observance of the restrictions, in addition to ordinary legal actions for damages. Failure of the parties or owners of any other lots shown in this plat to enforce any restrictions set forth in this agreement at the time of its violation will not be deemed to be a waiver of a right to do so at a later time.


ARTICLE X
GENERAL PROVISIONS

Section I. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order will in no way effect any other covenants or restrictions.


Section II. Amendments. Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than 3/4 of the members.

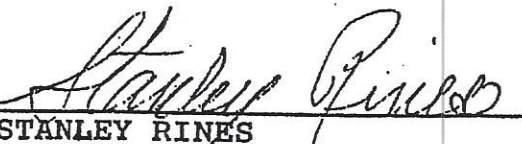
Section III. Conflict. In case of conflict between these restrictions and the by-laws, the restrictions shall prevail and control. The enforcement of these restrictions shall be by the Board of Directors of Florida Estates, Inc.

Executed at Zephyrhills, Pasco County, Florida, on April 12th, 1999.


WITNESS

FLORIDA ESTATES, INC.


WITNESS

BY: 
STANLEY RINES
SECRETARY

STATE OF FLORIDA

COUNTY OF PASCO

BEFORE ME personally appeared Stanley Rines, secretary of Florida Estates, Inc., to me well known and known to me to be

the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 12th day of April, 1999.



NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES
CHRISTINA L. BARNES
MY COMMISSION # CC 485431
EXPIRES: May 18, 1999
Bonded Thru Notary Public Underwriters

