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DECLARATION

COVENANTS, CONDITIONS, AND RESTRICTIONS FOR NORTH POINTE

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, The Owners of the Lots of NORTH POINTE are members of an association known as NORTH POINTE HOMEOWNERS ASSOCIATION, INC. Said Association is a non-profit corporation under the laws of the State of Florida and is known as NORTH POINTE HOMEOWNERS ASSOCIATION, hereinafter referred to as the "ASSOCIATION", is the Association of the owners of the following described property situate in Polk County, Florida, and hereinafter referred to as "NORTH POINTE", in the:

Polk County Official Records:

Book <u>65</u>, Page <u>12</u>

AND

Book <u>1763</u>, Page <u>76</u>

The Association is desirous of renewing, changing and placing certain covenants and restrictions upon the use of said property and all lots and parcels contained therein for the mutual benefit and protection of Association and all subsequent purchasers of lots and parcels contained in North Pointe, their heirs, successors, representatives and assigns.

AND WHEREAS, the Covenants, Conditions and Restrictions for North Pointe expire after twenty-five (25) years on February 13, 2003. Now therefore, for good and valuable considerations, and in consideration of the premises, the Association does hereby for itself, its successors and assigns, declare and establish the following covenants and restrictions limiting the use of the occupancy of all lots and parcels comprising North Pointe, to-wit:

- 1. <u>SINGLE FAMILY RESIDENTIAL USE ONLY:</u> No lot or parcel of lands within North Pointe shall be used for any purpose other than solely and exclusively for a single family dwelling.
- 2. <u>RESIDENCE AREA:</u> No one story residence shall be erected upon any lot with less than 1,400 square feet base building area, and no two story and/or split level residence shall be erected upon any lot with less that 900 square feet base building area, exclusive of garages, servants' quarters, or open porches or other areas which are either open or enclosed partially by screens.

Architectural Drawings: No building, pool, patio, fence, wall or other structure shall be commenced, erected or maintained upon the property constituting the Subdivision, nor shall any exterior addition to or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relations to surrounding structures and topography by the board of directors of the Association, or by an architectural control committee composed of three (3) or more representatives appointed by the board of directors. The Association shall have the power to avoid any general setback requirements in the process (including retroactively). A written certificate of approval signed by the secretary of the Association shall be conclusive as to the approval. In the event said board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Association shall have the right to ratify past infractions of this rule if the board of directors or the

architectural control committee determines that they would have approved the structure initially.

- 3. OWNERS OBLIGATION TO REBUILD: If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof with all due diligence to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty or clear the lot to the satisfaction of the architectural committee. Reconstruction shall be undertaken within two months after the damage occurs and shall be completed within six months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners. The residence shall be reconstructed or repaired with the insurance proceeds subject to the provisions of Paragraph 2.
- 4. <u>TEMPORARY STRUCTURES:</u> Trailers, modular homes, mobile homes, tents, shacks, barns, or other temporary structures or outbuilding of any design whatsoever are expressly prohibited within North Pointe and no temporary residence shall be permitted in unfinished residential buildings. Play houses, dog houses are to be approved by the architectural committee, but may not be converted to any other use.
- 5. MOTOR VEHICLES: Except for passenger automobiles and personal use pickup trucks, no trailers, trucks greater than ¾ ton of any kind shall be kept or allowed to remain on said premises, unless they are housed in a permanent structure consistent with the architecture and approved by the Homeowners Association. Recreational vehicles, boats and boat trailers are not subject to the provisions of this paragraph.

  It is expressly understood that living in any parked trailer or other commercial vehicle or

travel trailers on lots within North Pointe shall not be allowed at any time.

- 6. <u>INOPERATIVE VEHICLES</u>: No automobiles or other vehicles which are inoperative or immobile or vehicles with expired license and/or registrations shall be allowed to remain on said premises unless the same shall be kept in an enclosed garage.
- 7. <u>BOATS AND TRAILERS:</u> All boats, trailers, recreational vehicles, utility trailers and etc. shall have current tags and permits at all times. No boats, trailers, utility trailers, etc. shall be parked in the front of a home except as approved by the Board in its established rules.
- 8. OFFENSIVE ACTIVITIES: No obnoxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance and nuisance to the neighborhood, nor shall any use be made of any lot that will in any way injure the value of any adjoining lot or surrounding property as a whole.
- 9. <u>ANIMALS</u>: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pet may be kept on said lots subject to rules and regulations as may be adopted by the Association, provided they are not kept, bred, or maintained for any commercial purposes and provided they are not permitted to trespass on any other lot. The rules also require the prevention of any nuisances, including the prevention of noise at night. All animals permitted to be kept by this Section shall be kept on a leash at all times that they are not confined indoors or within invisibly or conventionally fenced lot.
- 10. <u>SIGNS</u>: No sign of any type shall be displayed to the public view on any lot or parcel except one sign of not more than four (4) square feet advertising the property for sale or rent, and further, no sign shall be erected within ten (10) feet of any property line. Political signs can be put up one month before election and taken down immediately

thereafter. Garage sale signs can be put up two days prior to sale but cannot be up more than three consecutive days. Such signs as are allowed must be maintained in good condition at all times and removed upon the termination of their use. This provision shall be construed as to not prohibit the posting of buildings, notices of commencement and other such temporary postings required by law.

- 11. EXTERIOR MAINTENANCE AND APPEARANCE The exterior of homes shall be maintained in a neat and orderly condition and in a manner to enhance its appearance. All garbage or trash containers must be kept in a garage or located in appropriate areas concealed from public view. All clotheslines, oil tanks, bottled gas tanks, soft water tanks, appliances and similar structures or installations shall not be visible from the street or streets. The exterior of homes and other structures including any type of fence shall be maintained by the Owner of the lot.
- 12. MAINTENANCE OF LOT: In order to insure consistent harmonious beauty of this residential community, the owners shall maintain their respective lots. All landscaping of every kind and character, including shrubs, trees, grass and other plantings shall be neatly trimmed, and maintained continually by the owners of the lots, in a neat and orderly condition and in a manner to enhance its appearance. Such maintenance shall include the portion of the lawn between the lot line and the pavement of the right-of-way. If, in the sole discretion of the Board of Directors of the Association, any lot owner is failing to so maintain his landscaping, the Association may perform the maintenance, in which case the cost shall be considered to be an additional assessment against the lot and enforceable as such.

- 13. <u>ANTENNAS</u>: Television and radio antennas shall be permitted, however no tower shall be constructed for television or radio antennas. Satellite dishes may be mounted on the house or in the backyard and must be done in a professional manner and shall be visually-aesthetic.
- 14. <u>FENCES</u>: No fences shall be erected in the front of any home. All fences are to be approved by the architectural committee.
- 15. OWNER'S EASEMENTS OF ENJOYMENT: Each owner of a lot or parcel in North Pointe upon acquiring title to the lot or parcel shall become members of the Association and shall have a right and easement of enjoyment in and to the Common Area (more specifically defined as but not limited to the recreational area, North Pointe water system and street lights including improvements thereto, owned by the Association for the common use and enjoyment of the owners), subject to the following superior rights:
  - (1) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon any Common Area (no roadway or access easement shall be construed to be a "recreational facility"):
  - (2) the right of the Association to suspend the voting rights and the right to the use of any recreational facilities by an Owner for any period during which any assessment against the Owner's lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.

- 16. <u>DELEGATION OF USE</u>: Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside upon such Owner's lot.
- 17. <u>VOTING RIGHTS</u>: The Association shall have one class of voting membership:

  <u>Class A</u>: Class A members shall be all owners of the property within the development of

  North Pointe 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 lots shall be exercised as they among themselves determine and evidenced by a

  certificate signed by all the record owners of the lot 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 lots shall be cast. In no event shall more than one (1) vote

  be cast with respect to each lot.
- OBLIGATION OF ASSESSMENTS: The Homeowners Association, for each lot owned within North Pointe, hereby covenants, and each 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) monthly assessments or charges and (2) special assessments for capital improvements, such assessments to the established and collected as hereinafter provided. The monthly 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 assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when

the assessment fell due. The personal obligation for delinquent assessments shall not pass to this successor in title unless expressly assumed by them.

- 19. <u>PURPOSE OF ASSESSMENTS</u>: The assessments levied by the Association shall be used exclusively to promote the enforcement of these covenants, recreation, health, safety, and welfare of the residents in North Pointe: water, street lighting, tennis courts, swimming pool, picnic shelter and playground, and for the improvement and maintenance of the Common Area.
- 20. <u>ASSESSMENTS</u>: The costs of the water system and operating the Association and deferring the Association expense as well as any other expenses relating to obligations hereafter undertaken by the Association shall be adjusted annually through the adoption of the Annual Budget.
- 21. <u>SPECIAL ASSESSMENT</u>: The Association may levy a special assessment applicable to that year only in which levy is assessed for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.
- 22. <u>UNIFORM RATE OF ASSESSMENT</u>: Both monthly and special assessments must be fixed at a uniform rate for all lots.
- 23. <u>NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED</u>: Written notice of any meeting called for this purpose of taking any action authorized under item's "20" and "21" shall be sent to all members not less than thirty (30) days nor more than sixty

- (60) days prior to the meeting to all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- 24. <u>PAYMENT OF MONTHLY ASSESSMENTS</u>. Written notice of the monthly assessment shall be sent to every Owner subject thereto. Payment of current monthly assessment is due on the first day of the current month. Any grace period and late fees may be established by the Board of Directors.
- Association: Any assessment not paid in the time period established by the Board of Directors shall be deemed delinquent. The association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's lot or lots. No owner may waive or otherwise escape liability of the assessments provided for herein by non-use of the Common Area or abandonment of his lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first and/or second mortgage. Sale or transfer of any lot shall not affect the assessment lien.
- 26. COVENANTS RUNNING WITH THE LAND: These covenants are to run with the land and shall be binding upon all parties and all persons who may now own or who may hereafter become the owner of owners of any of the above described lots and all parties claiming under them, for a period of twenty-five (25) years form the date this instrument is recorded, after which time said covenants, restrictions and reservations shall automatically extend for successive periods of ten (10) years each, unless prior to the

commencement of any ten (10) year period, an instrument in writing, signed by the Owner's of a majority of the lots hereby affected, has been recorded in the public record of Polk County, Florida, which said instrument may agree to change, alter or rescind such covenants, restrictions and reservations in whole or in part.

27. REMEDIES FOR BREACH: If any person violates or attempts to violate any of the foregoing restrictions and conditions prior to their termination as herein provided, it shall be lawful for the Association, and for any other person or persons owning property within the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate and such conditions, limitations, reservations and restrictions which shall remain in full force and effect. Each Owner, by accepting a fee simple interest in any lot in North Pointe does Hereby and thereby agree to be bound by all the conditions, limitations, reservations 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.

IN WITNESS WHEREOF, No	orth Pointe Homeov	vners Association of	f
Auburndale, Inc. executed by its President, with corporate seal affixed,			
, P.O. Box	1721, Auburndale,	Florida 33823 have	executed
these presents, this _FIRST_day of _	FEB,	, 2003.	
No. of the Control of	ORTH POINTE H	OMEOWNERS AS	SSOC.
В	Y: Ronald RONALD J. Y	J. Hockem OCHEM, Presi	dent

#### **CERTIFICATION BY SECRETARY**

The foregoing document is certified by the Secretary and the President as a Declaration of Covenants, Conditions and Restrictions for North Pointe duly addressed by the Owners' Association by the required percentage of the homeowners at a duly called meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this /a day of February, 2003.

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STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this <u>fat</u> day of February, 2003, by RONALD J. YOCHEM and PATRICIA A. MILLER, President and Secretary of NORTH POINTE HOMEOWNERS ASSOCIATION, on behalf of the association. They are personally known to me.

Billy R. Ready

Notary Public – State of Florida

My Commission Expires:

Billy Ray Ready
Commission # CC 831869
Expires June 15, 2003
Bonded Thru
Atlantic Bonding Co. Inc.

Billy & Rachel Ready P. O. Box 2100 Auburndale, Florida 33823

Prepared By:
Billy Ready
P.O. Box 2100
Auburn dale, F1 33823

# SUBSCRIBERS, who are members of North Pointe Homeowners Association

hereby adopt and ratify the renewal and recording of the new Covenants, Conditions and

Restrictions for North Pointe as set forth in the document to which this is attached.

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Patricia G. Miller	Had Tree
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STEVE KOWACESKI	Deborah K. Dixon
Printed Name	Printed Name
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Signature Pauline Ramsey	Signature Melissa C. Whigham
Printed Name	Printed Name
17 NORTH POINTE DR. Lot 33	Lot 38, 105 North Point Dr
Address	Address

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Colette Hunt	Jennie BERRY
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AUBURNORIE, FC. 33823	Augustale, Fl 33823
Address	Address
Stephen J. Sage III-	
Signature Stephen T. Page III	Signature
Printed Name 118 North Pointe Da Lot 50	Printed Name
Aubundah FL 33823 Address	Address
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Signature  L. GENEUA NASH.	Signature
Printed Name	MARK D. ROBERTSON Printed Name
120 NORTH POINTE DR.	130 NORTH POINTE DR. LOTSG HUTURNDALE FL 33823
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Printed Name	Printed Name 2
134 NUI POINTE DA. Lot 53	134 N. Pointe Dr. Lot 58
Address	Address

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Signature
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Lot 59
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Christia Oliver
Signature Christie Oliver Lot 60
Printed Name 138 North Popule Da
Address Address

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Signature E. WATERS
Printed Name 142 NORTH POINTE DE 20162
Huß. FL 33823 Address
Ronald J. Yockem
RONALD J, YOCHEM

114 LAKE MATTIE RO.

AUBURNDALE, FL. 33823-9445



# ESTABLISHED RULES FOR PARKING BOATS, TRAILERS, UTILITY TRAILERS, ETC.

The Board of Directors of North Pointe is charged with the responsibility of establishing rules concerning the parking of boats, trailers, utility trailers, etc. pursuant to paragraph number 7 of the "Declaration Of Covenants, Conditions And Restrictions For North Pointe".

Following are the established rules for the above referenced paragraph.

As stated in the "Declaration Of Covenants, Conditions And Restrictions For North Pointe" Boats, trailers, utility trailers and recreational vehicles may be parked at any time in the rear of a home.

The rear of the home is defined as from the rear corners of the home to each side property line to the back property line.

The above referenced vehicles may be parked in all other areas provided they are parked on a paved area. Only one of the above vehicles may be parked in front of a home at any one time.

The front side of homes is defined as the street side of the front door of the home.

# **Regulations for Outbuildings for North Pointe**

## Structures less than 200 square feet in size:

Must meet county code and all other governmental regulations.

The structure must be of no greater size than 200 Square Feet but must be at least 80 Square Feet in size. Wall height can be no greater than 8 feet.

Roof must be covered by the same roofing materials as the home and must match the home.

Sides must be covered with the same material, such as stucco or wood, consistent with the home and painted consistent with the home colors.

The building must have a floor, bare ground is not acceptable.

No ready to assemble buildings are allowed.

If the building requires any type of tie down mechanism, these mechanisms must be ascetically covered for appearance. i.e. scrubby

The structure must be completed including landscaping and etc in 90 days or less.

If the building is not completed in the above time frame the homeowner will either be asked to remove the building within 30 days or be subject to a fine from the Association, the amount to be determined by the Board of Directors.

Only one out building per lot will be approved

### Structures greater than 200 square feet in size:

All structures greater than 200 square feet must be a structure consistent with the home. (i.e. Concrete slab, cement block). The roof, roofing and the exterior must be consistent with the home.

Structure cannot be greater than 625 square feet and the wall height cannot be greater than 12 feet.

County code must be met and all proper permits and etc must be acquired.

Only one out building per lot will be approved.

Note: Before any of above buildings may begin, all drawings, descriptions, pictures and etc of the buildings must be submitted to the architectural committee for approval. The architectural committee must approve all Outbuildings and structures within North Pointe. Construction must be in compliance with approved plans.