

The following pages are the covenants, conditions, restrictions, etc. for:

Mandolin in Winter Haven, FL

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.

This information is being provided as a courtesy. However it is your responsibility as the homeowner, tenant, buyer, seller, etc. to contact the Homeowner's Association directly for any additional documents, information, and/or updates that may not be included here.

RETURN TO:
STRAUGHN, STRAUGHN & TURNER, P.A.
255 Magnolia Ave. SW
Winter Haven, FL 33880
(863) 293-1184

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF
MANDOLIN

Highland Cassidy, LLC, a Florida Limited Liability Company, hereinafter called Declarant, is the owner in fee simple of a certain tract of real property located in Polk County, Florida, known by official plat designation as *Mandolin*, pursuant to map or plat thereof recorded in Plat Book 141, Pages 32 through 36, inclusive, public records of Polk County, Florida. Declarant reserves the exclusive right to add additional property subject to and for the benefit of terms and provisions hereunder, however, Declarant shall not be obligated to add any such real property.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above, and not excepted, each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to Mandolin Homeowner's Association, Inc., a Florida nonprofit corporation, its successors and assigns.

Section 2. "Common Areas" shall mean all real property owned or maintained by the Association, for the common use, and enjoyment of the owners.

Section 3. "Declarant" shall mean Highland Cassidy, LLC, a Florida Limited Liability Company, its successors and assigns. Highland Cassidy, LLC, shall have, and does hereby reserve, the right to partially assign the rights as Declarant hereunder, whereby more than one entity or person shall have the rights as Declarant simultaneously.

Section 4. "Lot" shall mean any plot of land shown as part of the recorded subdivision plat of Mandolin, referred to above, with the exception of those portions of said plat, which are designated as the Common Areas. Declarant, at its sole discretion reserves the right to add additional contiguous lands, for the purpose of residential development, to Mandolin which shall be included within, and for which such additional property, the owners of such additional property shall become members of, the Mandolin Homeowner's Association, Inc. However, Declarant shall not be obligated to add any such contiguous lands.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep signs, lighting, walls and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear accepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote an attractive, healthy, weed-free environment of optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the Association, as more fully explained in Article II below.

Section 7. "Mortgage" shall mean a conventional mortgage or deed of trust.

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RICHARD M. WEISS, CLERK

Section 8. "Mortgagee" shall mean any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes, but is not limited to, a bank, a savings and loan association, a mortgage lending company, a credit union, and the Federal National Mortgage Association or similar agency.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 11. "Community" shall mean and refer to all of the Lots, Common Areas, and other Property governed by this Declaration.

ARTICLE II. Membership in Association

Until such time as control of the Association has been relinquished by the Declarant to the non-Declarant Owners, the Declarant shall be the sole Member of the Association. The Declarant shall be deemed to have relinquished control of the Association: (i) immediately upon the recording of a Notice of Intent to Relinquish Control in the Public Records of Polk County, Florida, or (ii) three months after ninety percent (90%) of all Lots in all completed phases of Mandolin have been conveyed by the Declarant. At such time as the Declarant relinquishes control of the Association all Owners shall be Members.

ARTICLE III. Assessments

Section 1. Lien and Personal Obligation of Assessments

Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot whether or not shall be so expressed in his deed, to pay to the association (1) an initial assessment (2) an annual assessment and (3) special assessments for capital improvements (4) telecommunications assessments; all such assessments to 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' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due.

Until the Declarant relinquishes control, the Member shall not be responsible for the payment of any portion of the assessments; rather, one hundred (100%) of all assessments shall be proportionately allocated among the other Owners with the portion assessed against any particular Lot determined by dividing 1 (one) by the total number of Lots in all completed phases of Mandolin minus any Lots owned by the Declarant. At such time as the Declarant relinquishes control, assessments shall be proportionately allocated among Members other than Declarant with the portion assessed against any particular Lot determined by dividing 1 (one) by the total number of Lots in all completed phases of Mandolin minus any Lots owned by the Declarant. Declarant shall not be under any obligation to pay any assessments after it relinquishes control. Article III, Section 1 may not be amended without the express consent of joinder of Declarant.

Section 2. Purpose of Annual or Special Assessments

The annual or special assessments levied by the Association shall be used exclusively to promote, or preserve the health, safety, welfare, recreation, aesthetics, and property values of the residents in the subdivision, and for the improvements, repair, and maintenance of the Common Areas in the Subdivision. Annual or special assessments shall include, and the Association shall acquire and pay out of the funds derived from annual or special assessments, the following:

- (a) Maintenance and repair of the common areas shall pass to the Association at the time of conveyance of the first lot and are described as follows: signs, landscaping, walls, community security, and other appurtenances; and any and all materials, equipment and the operation and maintenance located either above or underground, used in or compromising a part of various utility services. This also includes

the cost of operation and maintenance of all dedicated areas, as well as the operation and maintenance costs of any drainage utility easements or "retention pond," and any landscape and utility easements.

- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common areas.
- (c) Acquisition of all furnishings, equipment, landscaping materials, and personnel necessary to manage and properly take care of the day-to-day operation and upkeep of the Common Areas, including any recreational facilities which may be located thereon (if any).
- (d) Maintenance, repair, and upkeep of the following: roadways, including entrance, electronic security gate, guard house (if any), signs and other appurtenances; all other roadways not dedicated to Polk County including any and all materials, equipment and other property located either above or underground and used in or comprising a part of the various utility services, including but not limited to electricity service, water service, sanitary sewer service, storm drainage system, telephone service, and cable TV service system; any wall at the entrance to the subdivision; and any sidewalks; any or all of which above are not dedicated to Polk County.
- (e) Insurance covering the full insurable replacement value of all improvements and appurtenances located within the Common Areas for fire and extended coverage.
- (f) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitee's or tenants of any owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.
- (g) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.
- (h) A standard fidelity bond covering all members of the board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
- (i) Any other materials, supplies, furniture, services, maintenance repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the term of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of lot owners, or for the enforcement of these restrictions.
- (j) All other amounts that the Owners may agree upon or that the Board may deem necessary or appropriate for the operation, administration, and maintenance of the Association.
- (k) The telecommunications assessments shall be used to pay bulk telecommunications charges as described in Article IX, Section 1. Telecommunications assessments may be levied separately from other assessments and all of the Association's collection and lien rights with respect thereto may be assigned to a third party by the Association.

Section 3. Annual Assessment

- (a) Until January 1, of the year immediately following the conveyance of the first Lot by Declarant to an owner, the maximum annual assessment shall be three hundred fifty dollars (\$350.00),
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an owner the maximum annual assessment shall be fixed by the Board of Directors of the Association.

Section 4. 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 purposes of defraying in whole or in part, costs and/or fees associated with any construction, reconstruction, repair or replacement of a capital improvement on the common areas, related thereto, or for any other Association purpose or activity allowed in this Declaration. Any such assessment must be approved by the Board of Directors.

Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 5. Commencement and Collection of Annual Assessments

The annual assessments provided for herein shall commence as to a lot immediately following the conveyance of said lot by Declarant to an owner. The first annual assessment shall be prorated and due at the time of closing and shall, thereafter, be due and payable on January 1, of each subsequent year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the date such amounts become due. Notice of the annual assessment shall be sent to every owner subject thereto. The Association shall on demand and for reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and may, in its sole discretion, on or before February 15th of each year, cause to be recorded in the public records of Polk County, Florida, a list of delinquent assessments as of that date.

Section 6. Subordination of Assessment Lien to Mortgages

The assessment lien provided for herein shall be subordinate to the lien of any institutional first mortgage. A sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Initial Assessment

In addition to annual and special assessments, the Association shall charge and collect an initial one time capital contribution from each original Buyer in the amount of \$250.00 per Dwelling for all initial transfers of title from the Declarant or the Builder and in the amount of \$200.00 per lot for all subsequent transfers to any new Buyer. Said contribution shall be due and collectable at the time of transfer of record title to a Lot.

Section 8. Telecommunications Assessments

The telecommunications assessments provided for herein shall be assessed at the actual rates charged to the Association for telecommunications services plus a reasonable administrative cost. Each lot shall be apportioned a pro-rata share of such charges, plus any additional charges levied by the telecommunications service provider(s) for premium services applicable to such lot. Charges may be billed on monthly or other periodic interval. With respect to telecommunications assessments, the Association or its assignee shall have the same collection and lien rights as are applicable to any other assessments provided for herein.

ARTICLE IV. Property Rights

Section 1. Annexation

For a period of fifteen years from the date of recordation of this Declaration, Declarant reserves the right to petition, vote, and/or consent to the annexation of all property located within the Mandolin subdivision (including, without limitation, all lots and common areas) into or to become a part of the corporate limits of a municipality (city government). By acceptance of and in consideration of the conveyance of title to property in the subdivision, each lot owner and the Mandolin Homeowner's Association of Polk County, Inc., shall, and do hereby, irrevocably appoint Declarant as attorney-in-fact to petition, vote, and/or consent to the annexation of all property located within the Mandolin subdivision.

Section 2. Owner's Use and Enjoyment

Every owner of a lot shall participate in the association subject to the right to dedicate or transfer all or any part of the Common Areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. Every owner shall have a right and easement of enjoyment in and to the Common Areas.

Section 3. Delegation of Use

Subject to such limitations as may be posed by the by-laws, each owner may delegate his right of enjoyment in and to the Common Areas and facilities to the members of his family, his guests and invitees.

Section 4. Easements of Encroachment

There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the Common Areas adjacent hereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment accruing due to the willful conduct of any owner.

Section 5. Other Easements

- (a) Easements for installations, maintenance and repair of utilities, drainage facilities, and the entry are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of the wall, sign or 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 or therein shall be continuously maintained by the owner of such lot, except for improvements the responsibility for maintenance of which rests with the Association or some governmental authority or public or private utility company.
- (b) A blanket easement throughout Mandolin for police powers and services supplied by the local, state and federal governments, and/or any security services that may be provided by the association is hereby established for the Mandolin Subdivision.
- (c) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any easement, reservation or right-of-way, and such easements, reservation and rights-of-way shall at all times be open and accessible to the Association, to public, quasi-public and private utility corporations, their employees and contractors approved and designated by the Association, and shall also be open and accessible to Declarant, 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.
- (d) Declarant reserves unto itself and/or its assigns the unrestricted use of all easements for rights-of-way, utilities, security and police powers created herein or through the Mandolin plat. Notwithstanding any other provision to the contrary, such right of use (described in this paragraph) shall not be limited to owners of lots in the subdivision, and may include property owners outside the subdivision.
- (e) The Southwest Florida Water Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the water management facilities.
- (f) If the association ceases to exist, all of the lot owners, shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance. With the requirements of the Environmental Resource Permit, unless and until an alternate entity acceptable to the Southwest Florida Water Management District assumes responsibility for the operation and

maintenance for the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit.

Section 6. 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 day to perform such maintenance as may be authorized herein.

Section 7. No partition: Subdivision of Lots

There shall be no judicial partition of the Common Areas, nor shall Declarant or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. Owners (other than Declarant) may not subdivide or separate any lot into smaller lots.

Section 8. Common Areas

The Common Areas and the surface water management system shall be owned and regulated by the Association for the benefit and use of all owners. It shall be the responsibility of the Association to operate and maintain the surface water management system within Mandolin.

Property owners may remove all vegetation and other organic material within the wetlands and/or upland buffers adjacent to lakes within an area not to exceed 50 feet in width or 50 percent of the lake frontage, whichever is less. In addition, property owners may construct private docks within the cleared area which are exempt pursuant to Rule 40D-4.051(12)(c), Florida Administrative Code. Otherwise, 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 drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Bartow Service Office. This restriction includes, but is not limited to the construction of seawalls, upland retaining walls, and the placement of rip-rap or other shoreline reinforcements.

The surface water management system facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

The surface water management system facilities are located on land that is designated common property on the plat, are located on land that is owned by the association, or are located on land that is subject to an easement in favor of the association and its successors.

The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the association to compel it to correct any outstanding problems with the surface water management system facilities.

If the association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until a alternate entity assumes responsibility as explained in subsection 2.6.2.2.4h of the Southwest Florida Water Management District Environmental Resource Permitting Information Manual.

In accordance with "Subsection 369.20(8), F.S. states a 'riparian owner may physically or mechanically remove herbaceous aquatic plants and semi-woody herbaceous plants, such as shrub species and willow, within an area delimited by up to 50 percent of the property owner's frontage or 50 feet, whichever is less and by a sufficient length waterward from, and perpendicular to the riparian owner's shoreline to create a corridor to allow access for a boat or swimmer to reach open water.' In addition, property owners may construct private docks within the cleared area, which are exempt pursuant to Rule 40D-4.051(8)©, Florida Administrative Code. Otherwise, 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 drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Bartow Service Office. This restriction

includes, but is not limited to the construction of seawalls, upland retaining walls, and the placement of the rip-rap or other shoreline reinforcements. Future changes to the abovementioned statute and rule shall be applied to this restriction."

Section 9. Sales Offices

Notwithstanding any provision in this Declaration to the contrary, Declarant and parties approved by Declarant may construct and maintain sales offices and sales trailers, together with signs relating thereto, on a lot or lots until such time as all of the lots are sold.

ARTICLE V. Use Restrictions

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used exclusively for residential purposes.

Section 2. No business of any kind shall be conducted in any residence with the exception of the business of the Declarant and the transferees of Declarant in developing all of the lots as provided in Section 16 below.

Section 3. No noxious or offensive activity or public or private nuisance shall be conducted in or on any lot.

Section 4. No sign of any kind (including, but not limited to, commercial, political, and similar signs) shall be displayed in public view on a home site or the Common Area without the prior written consent of the Board of Directors of the Association, except such signs as required by law, customary name and address signs and lawn signs of not more than five square feet advertising a property for sale or rent.

Section 5. Nothing shall be done or kept on a lot or on the Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his lot or the Common Areas which would result in the cancellations of insurance on any residence or on any part of the Common Areas, or which would be in violation of any law.

Section 6. All home sites shall have concrete paved driveways of stable and permanent construction, as a minimum. All concrete driveways shall have a light broom finish and joints shall be provided to prevent surface cracking and be in accordance with Polk County specifications.

Section 7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or on the Common Areas. However, dogs, cats and other household pets may be kept on lots 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 8. Garbage and refuse shall be placed in containers and shall be capped and contained in such a manner that they are inaccessible to animals. The containers shall be located in appropriate areas concealed from public view.

Section 9. Other than the original fences or walls constructed by Declarant, no chain link or wooden fences are permitted. All fences and/or walls where permitted shall be of the same material and design as the adjacent building, or, such fences and/or walls, where permitted, may be of that material and composition commonly known as "maintenance free vinyl fencing," or "PVC fencing" and shall be white in color. All such fencing materials must be approved by the Architectural Committee. No fences or walls shall be allowed in front yards. Where a fence or wall is deemed to be unnecessary or unsightly and detracting from the visual value of common areas, a landscape screen in lieu of a fence or wall shall be required. No fence or wall over six (6) feet in height shall be permitted except for special conditions as approved by the Association and shall not be in violation of county ordinances. In general, fences or walls are not encouraged within Mandolin. Hedges, berms, or other landscape alternatives are preferred.

Section 10. No outbuilding, basement, tent, shack, garage, trailer, shed, structure, or temporary building of any kind shall be used as a residence, either temporarily or permanently. Further, no temporary building or structure shall be permitted on any home site except that trailers, temporary buildings, barricades, and the like may be permitted during the construction of a permanent improvement, for construction purposes only. They shall be removed not later than fourteen (14) days after the date of completion of the building(s) for which the temporary structure was intended, and shall be permitted for no longer than a period of six (6) months unless an extension of time is granted by the Association.

Section 11. No lot within the subdivision shall be further subdivided into one or more additional parcels of smaller size. However, the Declarant reserves the exclusive right to amend the boundaries for, or replat, any number of lots and/or the area of property utilizing the subdivision's common areas, including without limitation, the entrance, roadways, drainage, and easements of any sort.

Section 12. Builder to furnish and install a mailbox upon the initial sale and closing of each Lot, and owner shall continue to maintain the same in good working order and excellent aesthetic condition. Should it become inoperative for any reason, or deteriorate in aesthetic condition due to weather or any other reason, it shall be replaced. No mail or newspaper boxes, receptacles, or any other similar item shall be erected, displayed, or maintained at Mandolin other than those established by Declarant. Declarant reserves the right to delegate the right to establish design, specifications, or appearance of such mail or newspaper boxes, receptacles, or any similar item to the Architectural Committee.

Section 13. All exterior lighting shall be consistent with the character established in Mandolin and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed up-lighting or down-lighting and the style and type of lighting shall be compatible with the building designs and material.

Section 14. Lawn furnishings such as bird baths, frog ponds, lawn sculpture, artificial plants, bird houses, rock gardens or similar types of accessories and lawn furnishings shall be placed on a location on the lot where it is least visible from common areas and from other lot owners' property.

Section 15. No property owner shall erect, place, or maintain outdoor clotheslines or exposed fuel tanks at his residence.

Section 16. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work and sale or other disposition of the lots are essential to the establishment and welfare of the subdivision as an on-going residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from going on any part or parts of the subdivision owned or controlled by Declarant, Declarant's transferee or their representative, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.
- (b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or of Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as there may be reasonably necessary for the completion of such work, the establishment of a subdivision as a residential community, and the disposition of lots by sale or otherwise;
- (c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant, of Declarant's transferee's from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale or disposition of subdivision lots.

As used in this Section 16, the words "its transferees" specifically excludes purchasers of lots improved with completed residences.

Section 17. Maintenance

The Association shall be solely responsible for the maintenance and replacement of all decorative signs, illumination thereon, and street designation posts installed in the subdivision, and the Association shall hold the service or utility provider harmless from all claims for maintenance and replacement of same which are installed by Association. The Association shall also be solely responsible for the maintenance of all roadways on a pro rated basis, in the subdivision.

Section 18. Utility Wiring and T.V. Antennae

All public or private transmission and service wiring for electrical, gas, telephone and cable television communication services and service lines pertaining thereto must be installed and buried underground where permitted in accordance with applicable codes that may be imposed or impossible by any public or private electrical, gas, telephone or cable television communication service servicing the subject property. No satellite TV reception dish shall be permitted exceeding 18" in diameter, and no such reception dish shall be placed within the front yard of any residence or lot. This does not relieve an owner from the obligations of the Telecommunication Services provision.

Section 19. Trucks, Recreational Vehicles, and Other Equipment

No owner of a lot shall park, store or keep any camper, boat, trailer, or any vehicle other than a private passenger vehicle or truck on or in any uncovered parking space. More specifically, no camper, boat, trailer, or any vehicle other than a private passenger vehicle or truck, may be parked on a driveway. Company work trucks must be parked in the garage. No truck or other vehicle larger than a three-quarter ton pickup may be parked, stored, or kept in any covered or uncovered parking space. No owner of a lot shall repair or restore any motor vehicle, boat, trailer, or other vehicle on any portion of any lot, or other areas at the Mandolin community except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No owner shall park a vehicle on his driveway in such a manner that the vehicle extends into the street.

Section 20. Owner's Obligation to Clean Lot

Each owner of a lot with or without a home constructed thereon in the subdivision shall be required to maintain said lot in a clean and slightly condition including the proper mowing, trimming and pruning of grass, weeds, trees, or other underbrush, and a vacant lot may not be used for parking purposes. If, in the opinion of the Association, a lot owner is not complying with this provision, the Association shall give notice of this fact to the lot owner and shall advise the lot owner of what must be done to meet compliance and shall specify a time period, not to exceed fifteen (15) days, within which compliance shall be made. If a lot owner fails to comply with the Association's requirements, within the time allotted, the Association, its agent, employees, or designated representatives, shall have their right of entry onto said lot without the fear of prosecution for trespass, for the purpose of cleaning up said lot and shall be entitled to bill and collect all costs incurred in said cleanup operation from the lot owner. Should the lot owner fail to pay said bill when rendered, the amount of same shall become a lien against the lot and the Association may proceed to enforce the collection of same in the same manner as a delinquent annual or special assessment.

Section 21. Use of Equipment and Materials During Construction

During the course of construction of any improvement on a subdivision lot, neither the lot owner nor any of his agents, employees, or designated representatives shall block any of the subdivision streets or otherwise interfere with any other lot owner's (or Declarant's) access to or use of his or her particular lot or the common areas. No trucks, equipment, building materials, or other items used in or during the construction period shall be stored or allowed to remain on any given lot beyond the reasonable time needed for said particular improvement being obstructed.

Section 22. Shallow Wells and Sprinklers

Subject to regulation by governmental agencies, wells may be put down by lot owners for irrigating purposes. However, same shall be located on the rear portion of the subdivision lot and out of public view, if possible. All irrigation pipe and sprinklers shall be located underground with the exemption of sprinklers that are located in flowerbeds or other areas immediately adjacent to the residential structure. Subject to regulation by governmental agencies, owners of lake front lots in Mandolin may attempt to use lake water for irrigation and shall place all such irrigation pipe and other apparatuses underground or concealed or encased in some permanent structure.

Section 23. Building Construction Standards

- (a) Finish exterior building materials shall be applied consistently to sides of the exteriors of buildings. Recommended materials shall be brick, stone, stucco, wood (not plywood or similar material), or other approved natural material. The improvement of a lot, or the construction, repair, or remodeling of any improvement must be diligently and continuously pursued, once begun and, in any event, promptly completed. The Declarant may impose a deadline to complete construction.

- (b) Finish exterior colors shall be applied consistently to all sides of the exteriors of the buildings. Color selections shall be harmonious with each other and with natural materials, and shall be compatible with colors of the natural surroundings and other adjacent property. All exterior wood must be painted or stained.
- (c) Heights of buildings shall be compatible with adjacent buildings.
- (d) No alteration of ground elevation shall be permitted on any lot that shall exceed one foot in deviation from the ground elevation at the time of the plotting of the subdivision, excepting driveways, pedestrian walkways and foundations.
- (e) Flat roofs shall not be permitted on the main portion of the structure, provided, however, the Association shall have discretion to approve such roofs on the main body of a building, if modern or contemporary design. No buildup roofs shall be permitted, except on approved flat surfaces.

All pitched roofs must have at least a 6/12 slope on the main body of the building. A 5/12 slope will be acceptable on two story homes. The composition of all pitched roofs must be a 25-year fungus resistant architectural shingle.

This Declaration shall not prohibit the construction of a screened porch or lanai that otherwise meets the requirements of this Declaration and the standards of the ARC, and nothing shall prohibit the use of an aluminum or aluminum pan roof that otherwise meets the requirements of this Declaration and the standards of the ARC.

- (f) Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone, stucco, or wood. If the fireplace is a metal (self-insulated) type with a metal spark arrestor at the top of the chimney, this arrestor must have a cowl or surround of material approved in advance in writing by the Association.
- (g) All exterior appurtenances or mechanical equipment including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, etc., shall be concealed from view by walls of the same material and color as the building or by an opaque landscaping screen. No solar heaters or window air conditioning units shall be allowed where visible from any street.
- (h) Unless otherwise approved by Declarant, no building may be constructed separate or apart from the dwelling. Each dwelling must have an enclosed 2-car garage. No carports shall be permitted.

Should a dispute develop over interpretation of the minimum building setback requirements, the dispute shall be submitted to the board of Directors of the Association for a decision, which decision shall be final and conclusive on all parties concerned. Further, any regulations regarding building setback imposed by governmental agency shall prevail over the setback regulations set forth herein.

Section 24. Minimum Square Foot Requirements of Residences Constructed on Subdivision Lots

- (a) All one-story improvements shall contain a minimum of 1600 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos and the like; and all two-story improvements shall contain a minimum of 1900 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos, and the like.
- (b) Each single family dwelling house shall contain a minimum of standard double car garage not less than 19.33 linear feet in width, which shall be enclosed with a conventional width and proper mechanically operated door for ingress and egress purposes. 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.

Should a dispute develop as to the application on any of the minimum square footage requirements set forth in this section, said dispute shall be submitted to the Board of Directors of the Association for determination, and their decision shall be conclusive and final as to all parties.

ARTICLE VI. Owner's Obligation to Repair

Each owner shall, at his or her sole cost and expense, repair his or her residence, keeping the same in a condition comparable to the condition of such residence at the time to its initial construction, excepting only normal wear and tear by the elements.

ARTICLE VII. Architectural Control

Section 1. Creation of Architectural Committee

For the purpose of further insuring the development of the subdivision as a residential area of highest quality and standard, to preserve the value of property at the subdivision, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Board of Directors of Mandolin Homeowner's Association of Polk County, Inc. shall appoint a committee to be known as the Architectural Committee, which committee shall have the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. Said committee shall consist of three or more members of the Association who shall serve at the pleasure of the Board. The Declarant shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the committee. References in this Article to the committee shall mean the Declarant until the committee is appointed.

Declarant shall have the exclusive right of approval or disapproval of all architectural design within Mandolin. All plans and specifications must be accepted and approved by Declarant prior to the commencement of construction of any improvements on any lot within Mandolin. It shall be the burden of the lot owner to provide Declarant with complete plans, specifications and color samples prior to construction, and Declarant reserves the right to deny approval of construction and/or design for any reason, including, without limitation, aesthetic reasons. Prior to and upon transition of the homeowner's association from the Declarant to the homeowners, Declarant shall be exempt from obtaining approval from the architectural committee on all new construction performed by Declarant until the completion of the development.

Section 2. Construction of Residences and Miscellaneous Other Structures

No residence, building, fence, wall, boat dock or other structure shall be erected, maintained or altered on any lot within the subdivision, until the plans and specifications showing the nature, kind, shape, height, size, materials, colors, floor plans, elevations, and locations of the same have been submitted to and approved in writing by the architectural committee as to the harmony of external design and location in relation to the surrounding structures and topography.

Section 3. Alterations, Additions and Improvements of Residences

No owner shall make any structural alterations, or shall undertake any exterior repainting or repair of, or addition to his residence, including replanting, or other external attachments which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefore by the architectural committee. The committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof.

Section 4. Damage and Destruction of Residence; Approval of Structural Variances

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 reasonable 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. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners. In lieu of the above, owner may elect to demolish the remainder of the structure and clear the site of improvements and debris.

Section 5. Approval of Committee; how evidenced

Whenever in this article approval of the architectural committee is required, such approval shall be in writing. In the event the architectural committee fails to approve or disapprove within fifteen (15) days after receipt of a request to do so, approval will be deemed to have been given, and compliance with the terms of this article conclusively presumed.

Section 6. Release From Minor Violations

If a building or other structure has been erected or its construction substantially advanced and the building or structure violates these restrictions or the plat, the Architectural Committee or Declarant may release a lot from any part of the covenants or plat which is violated. The Declarant or Architectural Committee shall not give a release except for a violation that is, in its sole judgment, a minor or insubstantial violation.

ARTICLE VIII. Landscaping

Each owner shall provide and maintain landscaping, lawn and shrubbery upon his lot in keeping with the architecture of his residence. Prior to occupancy, all front, side and rear yards shall be equipped with an underground sprinkling system and shall be completely sodded with St. Augustine, or better quality grass, customarily used for lawn purposes, and shall include the installation of at least one shade tree with a minimum height of 8' located within the front yard of the residence. Declarant shall have no responsibility for maintenance or landscaping on lots, common areas, streets, or drainage retention area.

ARTICLE IX. Amendments and Miscellaneous

Section 1. Telecommunications Services.

The Association shall have the exclusive right to provide and operate, or to permit others to provide and operate, within the Community, such telecommunications systems (including, without limitation, telephone, cable television, community intranet, internet, and other systems for receiving, distributing and transmitting electronic data, signals, and audio or visual communications), security monitoring, systems and services, utilities, and similar systems and services, including, without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation or provision thereof (collectively, the "Community Systems and Services") as the Association deems appropriate. Such right shall include, without limitation, the right to select and contract with companies that provide such services, and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such services, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable.

The Association may, prior to or after the Turnover Date, enter into a long-term contract for such services, and/or for the administration and billing of such services, with any entity including an entity affiliated with the Developer. Community Systems and Services may be provided and charged against all Lots and Units as a Common Expense. If particular services or benefits are provided to particular Owners or Lots or Units at their request, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may assess the costs as an Individual Assessment. No Owner may avoid liability for the charges associated with the Community Systems and Services by electing not to utilize the Community Systems and Services.

Charges for Community Systems and Services shall be a continuing lien on the property of each Owner in favor of the Association and the provider or administrator of such services under contract with the Association in the same manner as and as more particularly described in this Section of this Declaration concerning Assessment liens in favor of the Association. This provision shall not be subject to amendment after the Turnover Date.

Developer may receive, and shall be entitled to retain, any and all rebates, credits, fees, or incentives relating to the installation, operation, or provision of any Community Systems and Services.

Section 2. Foundation.

The Adams Community Foundation, Inc. and the Cassidy Community Foundation, Inc. (the "Foundations") have been established as tax-exempt entities under Section 501(c) of the Internal Revenue Code to provide funding for

various programs, projects, services, and activities which, in the judgment of its board, provide benefit to the people of the Polk County region and/or the areas within and around the Community. (The term "Foundation" shall include any successor or assign which meets the qualifications for tax-exempt status required under Section 501(c) of the Internal Revenue Code, as it may be amended.)

On (i) any sale or transfer of title of any Lot in the Community, or (ii) any sale of direct or indirect beneficial ownership interest in any Lot in the Community, the transferor shall pay to the Foundations, in equal shares, a total amount equal to 0.50 % of gross selling price or other consideration paid for the Lot or any interest therein. This transfer fee is due and payable at the closing of each transfer of ownership or title. The 0.50 % fee is based upon the entire consideration, including any mortgage taken subject to or assumed, any promissory note given, and the fair market value of any other property given in exchange.

Notwithstanding the provisions above, any transfer of any Lot by or to the Developer, or by or to any entity controlled by or under common control with the Developer is not subject to the payment of the transfer fee at the discretion of the Developer.

The Foundations, in their discretion, may exempt certain other transfers from the payment of the transfer fee that do not involve (i) a change in beneficial ownership in such transaction and subsequent, related transactions or (ii) payment of consideration. For example, without limitation, a transfer made solely for legitimate estate planning purposes, but which does not change the beneficial ownership of the Property, may be deemed exempt, as would be a gift to children. However, a conveyance to an entity controlled by the grantor, followed by a transfer of ownership interests in such transferee or by a merger of such transferee resulting in a change of ultimate beneficial ownership of the Property shall be subject to the transfer fee either at the time of the initial transfer or the subsequent change in beneficial ownership (whether by merger or otherwise). The classification of any transfer as exempt shall not be deemed a waiver of the Foundations' right to collect the transfer fee on future title transfers under similar circumstances. The Association shall cooperate with the Foundations in the collection of the transfer fee by, among other things, notifying the Foundations, or their designees, of any pending transfer.

The obligation to pay such transfer fee shall be a personal obligation of the transferor, and the transferee shall be secondarily liable therefore. In addition, the Foundations shall each have a lien against each Unit to secure payment of such transfer fee, as well as interest (in the amount of 12% per annum) and any costs of collection (including attorneys fees). Such lien shall be superior to all other liens except (a) the Association liens under this Declaration, (b) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (c) the lien or charge of any recorded first Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. The Foundations may enforce its lien and the obligor's personal obligation to pay by suit, judgment, and judicial or non-judicial foreclosure in the same manner as the Association under this Declaration; provided, the Foundations' lien rights as to a particular transfer shall expire if action to enforce the lien is not commenced within three years following the earlier of (i) the recordation of a deed in the public records with documentary stamp taxes that reflect the full consideration paid for the unit, and (ii) notification by certified mail to the Foundations' expressly identifying the change in beneficial ownership and the full consideration paid therefore. Upon request, the Foundations shall execute a recordable certificate acknowledging the transfer and the payment of the transfer fee. The provisions of this section shall be a covenant running with the lands and shall touch and concern the lands. Each grantee in title covenants by acceptance of a deed to include notice of this transfer fee in any deed granted by such grantee.

Section 3. Enforcement

Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any litigation, including breach, enforcement or interpretation, arising out of this declaration, or in conjunction with any of the documents or instruments referred to in this declaration, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

Section 4. Severability

Invalidation of any one of these covenants or restrictions by ordinance, judgment, or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Amendments

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters (3/4) of the Association members. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.
- (b) Notwithstanding, any provision contained in this Declaration to the contrary, the Declarant, without the approval of the Association, the owners, or any mortgagee of any property within the subdivision, may record and amend this Declaration in any manner or fashion. This includes, without limitation, the right to change the interior design, dimensions and arrangement of all lots, including increasing or decreasing the number of lots for the subdivision, and to alter the boundaries of lots owned by the Declarant, or the boundaries of the subdivision.
- (c) Notwithstanding any provision contained in this Declaration to the contrary, the Declarant, without the joinder or approval of the Association, the Owners, or any mortgagee of property within the Subdivision, may record any amendment to this Declaration to be made by the Declarant without the approval of the Association, the Owners, or any mortgagee of property within the Subdivision.
- (d) Notwithstanding any provision contained in the Declaration to the contrary, any amendment or amendments adding additional phases or property shall not be required to be executed by, nor consented to by, lot owners, the Association, or the owners or holders of any lien encumbering any lot or property of the subdivision. To that end, Declarant specifically reserves the right to utilize and/or assign such rights of utilization in all roadways, rights-of-way, utilities, and common areas described hereunder or created by the plat. The owners of any such added property may become members in the Association. In addition, Declarant reserves the absolute right to amend this Declaration to change the number of lots to be contained in any subsequent phases. Said amendment need not be executed or consented to by lot owners, the Association, or the owners or holders of any lien encumbering any lot or property of the subdivision.

Section 6. Subordination

No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any first mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 7. Duration

The covenants, conditions, and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty five (25) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of twenty (20) years unless otherwise agreed to in writing by the Owners of at least three-quarters (3/4) of the subdivision lots.

Should the Association be dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and that if not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

IN WITNESS WHEREOF, undersigned has hereto set its hand and seal this 26 day of September 2006

Signed, sealed and delivered
in the presence of:

HIGHLAND CASSIDY, LLC
a Florida Limited Liability Company

By: Highland Equities, Inc., a Managing
Member

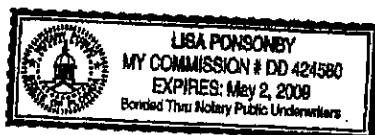
Loretta Lombardo
Loretta Lombardo
Printed Name of Witness

By: [Signature]
Robert J. Adams, President
3020 S. Florida Avenue, Ste 101
Lakeland, FL 33803

Lisa Ponsonby
Lisa Ponsonby
Printed Name of Witness

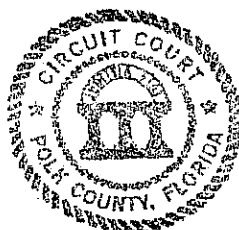
STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 26 day of Sept., 2006 by Robert J. Adams President of Highland Equities, Inc., as a Managing Member of **Highland Cassidy, LLC**, on behalf of the company, and is personally known by me or has produced _____ as identification.



[Signature]
Notary Public - State of Florida

Lisa Ponsonby
Print/Type Name of Notary Public
Commission No. DD 424580
My Commission Expires: May 2, 2009



STATE OF FLORIDA, COUNTY OF POLK
This is to certify that the foregoing is a true and correct copy of the document now of record in this office. Witness my hand and Official Seal

on 09/29/06
RICHARD M. WEISS, CLERK, CIRCUIT COURT

BY: [Signature] D.C.