

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

Sequoyah Ridge in Haines City

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 tenant to contact the Homeowner's Association for any additional documents, information, and/or updates that may not be included here.

DECLARATION OF RESTRICTIONS

Sequoyah Ridge Partnership, a Florida partnership, being the owner of the real property described as Sequoyah Ridge, according to plat thereof recorded in Plat Book 86, page 9, public records of Polk County, Florida (plat), makes the following Declaration of Restrictions covering said real property, specifying that this Declaration shall constitute a covenant running with said land and that this Declaration shall be binding upon the undersigned and upon all persons deraining title through the undersigned (property owners). These restrictions, during their lifetime, shall be for the benefit and limitation upon all present and future property owners.

1. The purpose of these restrictive covenants is to insure the use of the property for residential purposes only. To prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the character of the immediate area, and thereby to secure to each property owner the full benefit and enjoyment of his home and land with no greater restriction upon the free and undisturbed use of his property than is necessary to secure the same advantages to the other owners.

2. Each lot shall be used exclusively for single-family residential purposes and for no other purpose whatsoever, and no business, commercial or manufacturing enterprise shall be conducted on or from the same. However, the establishment, setting aside or sale of a plot or parcel of land for recreational purposes for the common use of the members of the Sequoyah Ridge Homeowners Association, Inc. shall be permitted and shall not be considered a commercial usage.

3. No lot may contain more than one (1) single-family dwelling house. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed thirty-five (35) feet in height, and such single-family dwelling shall contain at least two thousand (2,000) square feet of living space, exclusive of

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THIS INSTRUMENT PREPARED BY C B MYERS III OF
MYERS, CRAIG, CREWS, BRANSON, & MANN, P.A. ATTORNEYS AT LAW
130 EAST CENTRAL AVENUE, LAKE WALES, FLORIDA 33653

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PETERSON, MYERS, CRAIG, CREWS, BRANSON, & MANN, P.A.
P. O. Box 1079 Lake Wales, Florida 33853

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garages, breezeways, porches, patios, and outbuilding and conform generally with the quality of other dwellings in the area, and in addition each single-family dwelling house shall have a private garage which can house at least two (2) standard size cars. For a two-story or split-level house, the ground level shall contain a minimum of one thousand (1,000) square feet. The term ground level means the main floor, whether or not the same is in the lowest level.

4. The exterior of all buildings located on any lot within Sequoyah Ridge must be of stucco, brick or wood. No stucco, brick or fake brick shall be allowed on any building.

5. All driveways and sidewalks must be concrete or brick or of a material which has been specifically approved by the Homeowners' Association. Notwithstanding the above, no driveways shall be constructed of asphalt or mulch.

6. All yards surrounding the dwelling unit on the lot located in Sequoyah Ridge must be of St. Augustine grass, unless otherwise approved by the architectural review board. No yards consisting of mulch or rock/cement shall be allowed.

7. A. There shall be an architectural review board which shall operate as a permanent committee of Sequoyah Ridge Homeowners' Association, Inc. Said committee shall have full power and authority to review and approve the architectural engineering plans for buildings, walls, fences, and any other improvements on any lot within Sequoyah Ridge. No structures shall be erected unless the same shall have been approved by the architectural review board prior to the commencement of construction. Two sets of plans and specifications covering contemplated construction are to be submitted to the architectural review board for its approval, and no construction work is to be started until the plans and specifications have been accepted in writing.

B. In the event any owner shall fail to obtain prior written approval of owner's architectural plan, the architectural review board shall have the authority to seek a restraining order in a court of competent jurisdiction. Said court shall have the authority to issue a temporary and/or permanent restraining order and, in the event the structure shall be under construction or

completed, said court shall have the authority to order the owner to remove said structure and restore the lot to its then previous condition, all at the expense of the owner.

C. The architectural review board shall consist of not less than four (4) people nor more than eight (8) people at any one time. Members of the architectural review board shall serve staggered terms of two (2) years each. The members of the architectural review board shall be appointed by a majority vote of the Board of Directors of the Association. Until the developer has sold all of the lots within Sequoyah Ridge, the developer shall have full authority to appoint all of the members of the architectural review board. Upon the sale of the last lot by the developer, the term of the then members of the architectural review board shall terminate one hundred twenty (120) days after the recording of the deed of the last lot sold by the developer.

D. No building shall be erected, placed or altered on any lot until the construction plans and specifications showing the location of the structure have been approved by the architectural review board as to the quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. Earth tones are desired, overly bright colors are frowned upon, colored chips may be required both from original colors or subsequent maintenance repainting (staining) and all subsequent repainting must have prior written approval.

8. No outbuilding may be erected on any building lot without the prior consent of the developer and no structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanently. The developer reserves the right to use structures as it deems necessary for office and/or sales facilities during construction and development of the property. If a garage or outbuilding is built, or improvements made on the property, either simultaneously with or subsequent to the erection of the dwelling

house, the same shall be constructed of the same kind of material as used in the construction of the dwelling, and shall be substantially of similar design and conform architecturally with the dwelling house. Barbeque pits, gardens or ornamental landscape structures may be constructed to the rear of the house providing they are no closer than twenty (20) feet from any rear lot and fifteen (15) feet from any side lot line.

9. No noxious or offensive activity shall be carried on upon a lot and living unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof; and, further, no horses, cattle, goats, hogs, sheep, alligators, poultry or other like animals or fowl shall be kept or raised on any lot or living units; provided, however, that nothing herein shall prevent the keeping of a domestic pet and the words domestic pet shall only mean a dog or cat and all domestic pets shall either be kept on a leash and kept within an enclosed area or living unit. Note, pets may not be kept in pens or other unsightly structures. Note further, that domestic pets that are considered dangerous, such as the "pit bulls" or other similar animals shall not be kept or raised on any lot or living unit in this development.

10. No sign of any kind shall be displayed to the public view on any lot, except one (1) sign of not more than five (5) square feet advertising the property for sale; or signs used by a builder to advertise the property during the construction or sale.

11. All trash and garbage shall be kept in sanitary containers within an enclosed structure with a fenced area at least forty-two (42) inches in height, including a gate or door. If required to be placed at the curb for pickup, trash and garbage containers shall not be placed at the curb sooner than

5:00 p.m. of the day before pickup. All exterior pumps, motors, air-conditioning compressors, storage tanks and other mechanical features shall be screened from view from the street and adjacent property either by decorative structure forty-two (42) inches in height or approved landscaping materials.

12. No lot shall be used to maintain as a dumping ground for rubbish, trash, garbage or other waste.

13. No non-operating vehicles or accumulated refuse or junk may be placed or stored on the property.

14. No trees the diameter of which is six (6) inches or greater may be cut down or removed unless the same are within fifteen (15) feet of the main building structure without receiving the written permission of the developer.

15. Except during the period of construction of improvements upon a lot, each owner shall be responsible for the care and maintenance thereof and shall keep the same clean and neat. The grass, shrubbery, and vegetation shall be regularly mowed and trimmed. All construction on each lot shall be new construction and no used buildings or structures shall be moved onto any lot. Any prefabricated or modular single-family residence must be specifically approved in writing by the developer.

16. No temporary building or trailers for living or for any purpose shall be permitted on a lot, except a small structure for the purpose of storing tools and materials during the actual time of construction of a dwelling. Such temporary structure shall not be on the property for longer than a period of six (6) months or for a period not to exceed thirty (30) days after the completion of the permanent structure. All residences must be completed within a period of six (6) months from the date the building permit is issued.

17. The front set back line shall be twenty-five (25) feet from the street right of way. The side set back line shall be no less than fifteen (15) feet. The rear set back line shall be no less than thirty (30) feet from the main structure and no less than twenty (20) feet from any other structure.

Upon specific written request the Sequoyah Ridge Homeowners Association, Inc. may approve variances from these set back

requirements if said request is reasonable and does not detract from the neighborhood in the sole opinion of the Homeowners Association. Notwithstanding the above, no variance in set backs shall be granted which is in violation of any state, county or local ordinance.

18. All dwellings shall face the interior street of the subdivision. No television antennas or aerials may be attached to the front portion of any dwelling house. The location and size of any television antenna or aerial must be approved by the Homeowners Association prior to installation. No satellite dishes may be placed on the property.

19. No trucks or commercial vehicles of any nature whatsoever shall be permitted to be parked in front of or adjacent to any dwelling house located in the subdivision for a period of more than four (4) hours unless such truck or commercial vehicle presence is required and necessary in connection with the actual construction or repair of the dwelling or lands associated with such dwelling. No trucks, commercial vehicles, boats or trailers shall be parked overnight in a subdivision unless parked in a completely enclosed garage. Recreational vehicles, such as campers and trailers shall not be permitted to be parked in the subdivision unless parked in a completely enclosed garage. In the event of a dispute, the association in its sole discretion shall determine what constitutes a "commercial vehicle". Note, that this paragraph does not apply to moving companies, hired by the owner of the property to move furniture in and out of his dwelling unit.

20. The composition, location and height of fences and walls must be approved by the association prior to installation. Except for fences around tennis courts, such fences and walls must be six (6) feet or under. No chain link or side wall fences are permitted except for fences around tennis courts, which must be approved prior to construction by the architectural review board.

21. All clothes lines should be placed at the rear of and within the area encompassed by a rearward extension of the side lines of said dwelling, and shall be screened from view from adjacent lots and streets.

22. Flat roofs shall not normally be permitted. The developer may, however in its sole discretion, approve flat roofs on buildings or other structures of contemporary or modern design if the association determines that the harmony of surrounding structures and topography will not be undisturbed or adversely affected. No builtup roof shall be permitted except on approved flat surfaces.

23. The lots in Sequoyah Ridge shall not be re-subdivided except that a lot may be divided and each party added to the abutting lots. No residence may be constructed on any lot having less frontage than that shown on the plat of Sequoyah Ridge Development.

24. Any swimming pool or tennis court requires prior written approval of the architecture review committee. Lights for tennis courts shall not hinder the tranquil use of adjacent properties.

25. In order to implement effective insect, reptile and woods fire control, the Homeowners Association or developer shall have the right to enter upon any residential lot on which a residence has not been constructed and upon which no landscaping plan has been implemented, such entry to be made by personnel with tractors or other suitable devises, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the association detracts from the overall beauty, setting and safety of the subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The association and its agents may likewise enter upon such land to remove any trash which is collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Homeowners Association or the developer to mow, clear, cut or prune any lot, nor to provide garbage or trash removal services. In the event the Homeowners Association or the developer exercises its right under this section, the cost of the implementation of the aforementioned effective insect, reptile and woods fire control and the cost of any and all trash

removal shall be assessed against the lot or living unit and shall be added to and become part of the monthly maintenance assessments or charge to which such lot or living unit is subject, and as part of such annual assessment and charge it shall be a lien and obligation of the owner and shall become due and payable in all respects.

26. No mailbox, paperbox or other receptacles of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the architectural review committee. If and when the United States Mail service and the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, such owner, upon the request of the Homeowners Association shall replace the boxes and receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

27. Enforcement of these restrictions (including such actions as may be necessary to collect the annual assessments or charges) shall be by action against any person or persons violating or attempting to violate the same, or failure to perform the same, either to restrain violation, enforce performance or compliance or to recover damages. The party which is entitled to recover, in addition to costs and disbursements allowed by law, such sums as the court may adjudge to be reasonable for the services of an attorney (including attorney's fees for the taking and handling of appeals).

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

26. "Association" shall mean or refer to Sequoyah Ridge Estates Homeowners Association, Inc, its successors and assigns.

29. "Owner" shall mean or refer to the record owner, whether one or more persons or entities of a fee simple title to any lot which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

30. "Properties" shall mean and refer to that certain real property hereinbefore described as "Schedule A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

31. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owner. Common Areas to be owned by the Association at the time assessments become payable are described on Schedule B attached hereto.

32. "Lot" shall mean and refer to any plot of land, with the exception of the Common Area, shown upon any recorded subdivision map of the properties, the dividing line of which shall be designated by the developer when conveying to an Owner.

33. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant and shall pass with title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for special rents and for the use by guest of members of any recreational facility situated upon the Common Area. Guests shall be permitted and fees for the admission of guests shall be set by rules and regulations adopted by the Board of Directors. Special events shall be limited to owners, tenants, and guests of owners and/or tenants.

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of the members has been recorded.

34. Any Owner may delegate in accordance with the by-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

35. Every owner of the lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may be separated from ownership of any lot which is subject to assessment.

36. The Association shall have one class of voting membership.

37. The election of the directors of the Association shall be in accordance with the Articles of Incorporation of the Association and the first Board of Directors shall remain until the earlier of the dates listed below:

(a) The date when the last lot has been sold to an initial purchaser;

(b) When the declarant elects to terminate his control and the developer elects to terminate his control of the Board of Directors.

On the occurrence of the earliest one of the three dates set forth in (a) thru (b) above, the developer hereby covenants that the majority control of the Association shall be in the owners of lots other than the developer of the property. The developer hereby covenants and agrees that the Association will not convey or transfer (or enter into contracts for the same) the Common Area prior to the date of control of the Association is in owners other than the developer. The developer, for each lot owned within the properties, hereby covenants and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges, and

(2) Special assessments for capital improvements, 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 shall be a continuing lien upon the property which each such assessment is made. Each such assessment, together with interest, costs, reasonable attorneys' fees, shall also be the personal obligation of the person who is the owner of such lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

38. The assessments levied by the Association shall be used exclusively to promote the recreation, health, and safety of the residents of the properties and for the improvement and maintenance of the Common Area.

39. Until the month of the year immediately following the conveyance of the Common Area to the Association, the maximum annual assessment shall be One Hundred Eighty (\$180.00) Dollars per lot.

The Board of Directors may fix the annual assessment at an amount not in excess of maximum.

40. In addition to the annual assessment authorized above, the Association may levy any assessment in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair, replacement, or a capital improvement upon the Common Area, 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.

41. Both annual and special assessments must be fixed at a uniform rate for all lot owners and may be collected on a monthly, quarterly or semi-annually basis, in advance.

42. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The developer agrees to convey the Common Area to the Association no later than December 31, 1989. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual

assessment against each lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment on a specified lot has been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. No regular assessment shall be levied on a lot until the said lot has been conveyed with a home on it.

43. Any assessment not paid within thirty (30) days from the due date shall bear interest from the due date at a rate of ten (10%) per cent per annum but not to exceed the maximum legal rate of interest. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Non-use of the Common Area or abandonment of a lot shall not relieve an owner of liability for any assessment.

44. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter from becoming due from the lien thereof.

45. The Association shall maintain the landscaping in the Common Area as shown on the plat of Sequoyah Ridge Estates. The Association shall further maintain the landscaping on all dedicated rights of way, dedicated retention areas, and common areas within the properties.

46. The purpose of the corporation is and shall be, and the corporation shall have the obligation: (1) to own and maintain common irrigation, drainage and lighting facilities, (2) to

determine, repair, deliver notice of and collect the assessments. Additional functions of the corporation shall be reviewed and approved or disapproved for proposed building plans, etc., as set forth in this covenant.

47. Each owner of a lot shall be entitled to one vote for each lot owned at all corporation membership meetings.

48. During the month of January of each year, the Board of Directors of the corporation shall call a meeting of the membership of the corporation for the purpose of determining the amount of the assessments for the ensuing year. Said call shall be in writing, shall state the meeting's purpose, shall designate the date (which shall be no less than ten days from the date the call is mailed), time and place of said meeting, and shall be mailed by certified mail, return receipt requested, to all owners of lots and townhouses within the plat at the last addresses for said owners shown on the books and records of the corporation or at the lot owner's address as shown on the Polk County tax rolls (if different from those shown on the corporation's books and records). The amount of each year's annual assessment and said charges shall be determined at said meeting by the affirmative written vote of a majority of those corporation members present in person or by proxy at said meeting.

49. Following said corporation meeting, written annual assessments for road maintenance, irrigation and lighting shall be prepared and mailed by certified mail, return receipt requested, by the corporation to all lot and townhouse owners within the plot at the same addresses as set forth above. Such annual assessments shall apply for a 12-month calendar year, shall be deemed to be due as of January 1 of each year, and shall be payable in a manner and at a time designated by the corporation's Board of Director. Unpaid assessments which are due and payable may be secured by a lien upon a lot or townhouse by recordation of a claim of lien in the public records of Polk County, Florida.

50. Sums so collected by the corporation shall be held and expended by it for the sole purpose of road maintenance,

irrigation, drainage and lighting within the plat, defraying the corporation's expenses incurred with regard thereto, and the corporation's cost of administrating the said annual assessment.

51. These covenants and restrictions shall run with the above described land and be binding on all parties and all persons claiming under them in perpetuity from the date of this Declaration of Restrictions being recorded in the public records of Polk County, Florida. Anything herein to the contrary notwithstanding these covenants and restrictions or any of them, may be amended, partially or entirely eliminated, terminated or modified at any time by an instrument, properly acknowledged, executed by at least seventy-five (75%) per cent of the property owners and recorded in the public records of Polk County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of June, 1988.

[Signature]
Two Witnesses

SEQUOYAH RIDGE PARTNERSHIP
By: [Signature]
TERRY W. DONLEY, a General Partner

"DEVELOPER"

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 23rd day of June, 1988, by TERRY W. DONLEY, a General Partner of of SEQUOYAH RIDGE PARTNERSHIP.

[Signature]
NOTARY PUBLIC



My commission expires: My Commission Expires June 26, 1992

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DEPT91 8.00
DEPT28 16.00
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SCHEDULE "B"

Retention area and all improvements located thereon as shown on the plat of SEQUOYAH RIDGE, recorded in Plat Book 86, Page 9 of the public records of Polk County, Florida.

Wall and lights located on Lots 37 through 42 inclusive and Lots 65 through 70 inclusive of SEQUOYAH RIDGE, recorded in Plat Book 86, Page 9 of the public records of Polk County, Florida.

Planters located Lots 37 and 70 of SEQUOYAH RIDGE and median located on a portion of Cherokee Boulevard, located between Lots 37 and 70 of SEQUOYAH RIDGE, recorded in Plat Book 86, Page 9 of the public records of Polk County, Florida, together with all plantings and improvements thereon.

Sidewalk located on County right-of-way of Kokomo Road and Pine Forest Drive adjacent to Lots 37 through 41 inclusive and Lots 65 through 70 inclusive of SEQUOYAH RIDGE, recorded in Plat Book 86, Page 9 of the public records of Polk County, Florida.

FILED, RECORDED, AND
RECORD VERIFIED
E. D. "Bud" DIXON, Clk. Cr. Cl.
POLK COUNTY, FLA.
BY *[Signature]* D.C.

CORRECTIVE AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF SEQUOYAH RIDGE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Sequoyah Ridge Partnership, a Florida general partnership, is the owner in excess of seventy-five per cent (75%) of the lots shown on the plat of Sequoyah Ridge, according to map or plat thereof recorded in Plat Book 86, page 9, of the public records of Polk County, Florida; and

WHEREAS, Sequoyah Ridge Partnership did place certain covenants and restrictions on the real property described above, as set forth in Official Records Book 2648, page 1450 through 1464, inclusive, of the public records of Polk County, Florida; and

WHEREAS, Sequoyah Ridge Partnership is desirous of amending said Declaration of Covenants and Restrictions; and

WHEREAS, there was a scrivener's error in the description contained on Schedule "B" of said Covenants and Restrictions in that it should have referred to Sequoyah Boulevard instead of Cherokee Boulevard.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, Sequoyah Ridge Partnership, a Florida general partnership, does hereby amend the Declaration of Covenants and Restrictions of Sequoyah Ridge as set forth in Official Records Book 2648, pages 1450 through 1464, inclusive, of the public records of Polk County, Florida, as follows:

(A) Paragraph 4 of the aforesaid Covenants and Restrictions is amended as follows:

4. The exterior of all buildings located on any lot within Sequoyah Ridge must be of stucco, brick or wood. No stucco-brick or fake brick shall be allowed on any building.

(B) Paragraph 23 of the aforesaid Covenants and Restrictions is amended as follows:

1988 DEC -6 AM 9:11

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THIS INSTRUMENT WAS FILED IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AT THE OFFICE OF THE CLERK OF COURTS, POLK COUNTY, FLORIDA, ON 12/06/88 AT 9:11 AM. BY: JAMES B. DAVIES, CLERK OF COURTS, POLK COUNTY, FLORIDA, 33853

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Peter Peterson for
PETERSON, MFRB, 1079
P.O. Box 1079, Fort Meade, Florida 32053

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CORRECTIVE AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS OF SEQUOYAH RIDGE

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(B) Paragraph 23 of the aforesaid Covenants and Restrictions is amended as follows:

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125528

THIS INSTRUMENT WAS FILED BY C. MYERS, III OF
PETERSON, MYERS, CHASE & ASSOCIATES, P.A. ATTORNEYS AT LAW,
130 EAST CENTRAL AVENUE, SUITE 100, WEALES, FLORIDA 33853

pd
0042

Please Return to:
PETERSON, MYERS, CHASE & ASSOCIATES, P.A.
P. O. Box 10791, WEALES, FLORIDA 33853

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23. The lots in Sequoyah Ridge shall not be re-subdivided except that a lot may be divided and each part added to the abutting lots. No residence may be constructed on any lot having less frontage than that shown on the plat of Sequoyah Ridge Development.

(C) Paragraph 37 of the aforesaid Covenants and Restrictions is amended as follows:

37. The election of the directors of the Association shall be in accordance with the Articles of Incorporation of the Association and the first Board of Directors shall remain until the earlier of the dates listed below:

- (a) The date when the last lot has been sold to an initial purchaser;
- (b) When the declarant elects to terminate his control and the developer elects to terminate his control of the Board of Directors.

On the occurrence of the earliest one of the dates set forth in (a) through (b), above, the developer hereby covenants that the majority control of the Association shall be in the owners of lots other than the developer of the property. Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed a covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, 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 shall be a continuing lien upon the property. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who is the owner of such lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

(D) Paragraph 39 of the aforesaid Covenants and Restrictions is amended as follows:

39. The initial annual assessment shall be One Hundred Eighty Dollars (\$180.00) per lot, however, nothing contained herein shall be construed to disallow the Board of Directors from increasing or decreasing said annual assessment as provided herein and by the By-Laws of the Association.

Paragraph 42 of the aforesaid Covenants and Restrictions is amended as follows:

42. The annual assessment provided for herein shall commence as to each lot upon the conveyance of said lot by Developer.

(E) Paragraph 49 of the aforesaid Covenants and Restrictions is amended as follows:

49. Following said corporation meeting, written annual assessments for maintenance, irrigation and lighting shall be prepared and mailed by certified mail, return receipt requested, by the corporation to all lot owners within the subdivision at the same addresses as set forth above. Such annual assessments shall apply for a twelve-month calendar year, shall be deemed to be due as of January 1 of each year, and shall be payable in a manner and at a time designated by the corporation's Board of Directors. Unpaid assessments which are due and payable may be secured by a lien upon the lot by recordation of a Claim of Lien in the public records of Polk County, Florida.

(E) Paragraph 50 of the aforesaid Covenants and Restrictions is amended as follows:

50. Sums so collected by the corporation shall be held and expended by it for the sole purpose of maintenance, irrigation, drainage and lighting within the plat, defraying the corporation's expenses incurred with regard thereto, and the corporation's cost of administering said annual assessment.

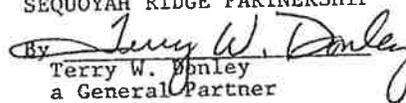
(F) Schedule B of the aforesaid Covenants and Restrictions
is amended as follows:

SEE ATTACHED CORRECTIVE SCHEDULE "B".

The original Covenants and Restrictions (subject to the
changes made herein) and this Corrective Amendment to Declaration
of Covenants and Restrictions shall run with the above-described
real property and be binding on all lot owners, their heirs,
executors, administrators, successors and assigns, including all
guests and renters.

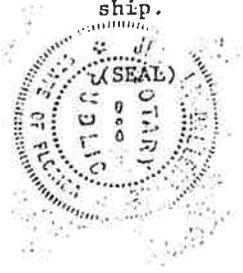
IN WITNESS WHEREOF, we have hereunto set our seals this
30th day of November, 1988.


Joan L. Ballentine
Two Witnesses

SEQUOYAH RIDGE PARTNERSHIP
By 
Terry W. Donley
a General Partner

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this
30th day of November, 1988, by TERRY W. DONLEY, as a General
Partner of SEQUOYAH RIDGE PARTNERSHIP, a Florida general partner-
ship.




Notary Public
My commission expires: Notary Public, State of Florida at Large
My Commission Expires November 9, 1991

1113.75 25.00
REPT'S 3.00
11540.00
CHECKS 24 100
1733A

11/06/88

SCHEDULE "B"

Retention area and all improvements located thereon as shown on the plat of SEQUOYAH RIDGE, recorded in Plat Book 86, page 9, of the public records of Polk County, Florida.

Wall and lights located on Lots 37 through 42, inclusive, and Lots 65 through 70, inclusive, of SEQUOYAH RIDGE, recorded in Plat Book 86, page 9, of the public records of Polk County, Florida.

Planters located on Lots 37 and 70 of SEQUOYAH RIDGE and median located on a portion of Sequoyah Boulevard, located between Lots 37 and 70 of SEQUOYAH RIDGE, recorded in Plat Book 86, page 9, of the public records of Polk County, Florida, together with all plantings and improvements thereon.

Sidewalk located on County right-of-way of Kokomo Road and Pine Forest Drive adjacent to Lots 37 through 41, inclusive, and Lots 65 through 70, inclusive, of SEQUOYAH RIDGE, recorded in Plat Book 86, page 9, of the public records of Polk County, Florida.

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

098249

94 JUL 27 PM 12: 27

AMENDMENT TO
DECLARATION OF COVENANT AND RESTRICTIONS
OF SEQUOYAH RIDGE SUBDIVISION

3419 0050
POLK OFF. REC. PAGE

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Sequoyah Ridge Partnership, a Florida general partnership, L. Dicks, Inc., a Florida corporation, and Lester Donley & Sons Groves, a Florida general partnership, are the owners of more than seventy-five percent (75%) of the lots shown on the plat of Sequoyah Ridge, according to map or plat thereof recorded on Plat Book 86, Page 9, of the Public Records of Polk County, Florida; and

WHEREAS, On or about June 18th, 1993, all of the property owners petitioned the Board of County Commissioners of Polk County, Florida to vacate all roads in order that the subdivision would be accessed by private roads, to be maintained by the Association; and

WHEREAS, On or about August 3, 1993, the Board of County Commissioners in and for Polk County passed a resolution vacating said roads; and

WHEREAS, The parties hereto are desirous of amending the Declaration of Covenants and Restrictions in order to provide for the continued maintenance of the roads and guardhouse and related facilities:

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, Sequoyah Ridge Partnership, a Florida general partnership, does hereby amend the Declaration of Covenants and Restrictions of Sequoyah Ridge as set forth in Official Records Book 2648, pages 1450 through 1464, inclusive, and as amended by the Corrective Amendment to Declaration of Covenants and Restrictions Sequoyah Ridge as set forth in Official Records Book 2692, page 0396, of the public records of Polk County, Florida, as follows:

(A) Paragraph 31 of the aforesaid Covenants and Restrictions is hereby amended to read as follows;

31. "Common Areas" shall mean all real property (including the improvements thereto) owned or utilized by the Association for the common use and enjoyment of the Owner, this shall specifically include all roads, drainage and the guardhouse located and within the subdivision. Common Areas are to be owned or treated as if owned by the Association at the time assessments become payable as described on Schedule B of the Covenants and Restrictions, as amended.

THIS INSTRUMENT PREPARED BY C. B. MYERS, III OF
PETERSON, MYERS, CRAIG, CROWS,
BRADLEY, JOHNSON, NELSON & PUTERBAUGH PA
ATTORNEYS AT LAW
130 EAST CENTRAL AVENUE LAKE WALES, FLORIDA 33853

Please Return To: C. B. Myers, III
Peterson, Myers, Craig, Crows,
Bradley, Johnson, Nelson & Puterbaugh, P.A.
P. O. Box 1079
Lake Wales, Florida 33859-1079

A:SRIDOL

1300
15
RETURN BY ATTORNEYS' TITLE SERVICE COMPANY
BRADLEY, JOHNSON, NELSON
R. W. J. [Signature]

The original Covenants and Restrictions, as amended, (and subject to changes made herein) shall run with the real property described in said Covenants and Restrictions, as amended, and be binding on all lot owners, successors and assigns, including all guests and renters.

IN WITNESS WHEREOF, we have hereunto set our seals this 16th day of July, 1994.

3419 0051
POLK OFF. REC. PAGE

**SEQUOYAH RIDGE
PARTNERSHIP, a Florida
general partnership**

By: Terry W. Donley
TERRY W. DONLEY,
a general partner

Misty Hawkins
Typed Name: Misty Hawkins

Robert Dykes
Typed Name: Robert Dykes
"Two Witnesses"

**L. DICKS, INC.,
a Florida corporation**

By: Richard G. Dicks
RICHARD G. DICKS
as its Vice - President

Robert Dykes
Typed Name: Robert Dykes

Andrea L. Porreca
Typed Name: Andrea L. Porreca
"Two Witnesses"

**LESTER DONLEY & SONS
GROVES, a Florida general
general partnership**

By: Terry W. Donley
TERRY W. DONLEY
a general partner

Misty Hawkins
Typed Name: Misty Hawkins

Robert Dykes
Typed Name: Robert Dykes
"Two Witnesses"

DEPT 115 13.00
DEPT 291 2.00
6065 H
CHECKS 15.00
0267ARIM

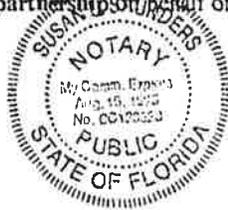
07/27/94

STATE OF FLORIDA
COUNTY OF POLK

3419 0052
POLK OFF. REC. PAGE

The foregoing instrument was acknowledged before me this 16th day of July, 1994 by TERRY W. DONLEY as general partner of SEQUOYAH RIDGE PARTNERSHIP, a Florida general partnership on behalf of the partnership, who is personally known to me.

(SEAL)



Susan L. Saunders
Printed Name: Susan L. Saunders
Notary Public

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of July, 1994 by RICHARD G. DICKS as Vice President of L. DICKS, INC., a Florida corporation on behalf of the corporation, who is personally known to me.

(SEAL)



Susan L. Saunders
Printed Name: Susan L. Saunders
Notary Public

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of July, 1994 by TERRY W. DONLEY as general partner of LESTER DONLEY & SONS GROVES, a Florida general partnership on behalf of the partnership, who is personally known to me.

(SEAL)



Susan L. Saunders
Printed Name: Susan L. Saunders
Notary Public

I. Paragraph 14 of the Declaration of Covenants and Restrictions, as amended, is hereby deleted in its entirety and amended to read as follows:

"14. No trees the diameter of which is six (6) inches or greater may be cut down or removed unless the same are within fifteen (15) feet of the main building structure without receiving the written permission of the developer or the homeowners association."

II. Paragraph 18 of the Declaration of Covenants and Restrictions, as amended, is hereby deleted in its entirety and amended to read as follows:

"18. All dwellings shall face the interior street of the subdivision. No television antennas, aerials or satellite dishes may be attached to the front portion of any dwelling house, or located in the front yard of any lot. The location and size of any television antenna or aerial must be approved by the Homeowners Association prior to installation. No satellite dish greater than twenty-four (24") inches in diameter may be placed upon or attached to any dwelling house or lot. Satellite dishes twenty-four (24") inches in diameter or less may be attached to or placed on the rear portion of a dwelling house or lot, provided that said satellite dish shall be positioned in a manner to be as unobtrusive as possible."

III. Paragraph 32 of the Declaration of Covenants and Restrictions, as amended, is hereby deleted in its entirety and amended to read as follows:

"32. "Lot" shall mean and refer to each individual tract of property, with the exception of the Common Area, shown upon the recorded subdivision plat of the Properties. Each such tract of property shall be deemed an individual and distinct lot even in the event that a single owner owns more than one lot lying adjacent to or contiguous with other lots."

IV. Paragraph 37 of the Declaration of Covenants and Restrictions, as amended, is hereby further amended to include the following provisions:

"Each owner of each and every lot is deemed to covenant and agree to pay the association said annual assessments or charges and said special assessments for each and every lot owned by said owner. A single owner of more than one lot therefore covenants and agrees to pay said annual assessments or charges and special assessments for each and every lot owned thereby. This provision shall apply even in the event that said single owner owns more than one lot which are located adjacent to one another thereby creating a contiguous parcel of property."

V. All other provisions of the Declaration of Covenants and Restrictions, as amended, shall remain in full force and effect, and said Declaration of Covenants and Restrictions, as previously amended and as amended herein shall run with the above described real property and shall be binding upon all lot owners, their heirs, executors, administrators, successors and assigns, including all guests and renters.

IN WITNESS WHEREOF, we have hereunto set our seals and signatures this 3rd day of June, 1999.

**SEQUOYAH RIDGE PARTNERSHIP,
a Florida general partnership**

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Perreca
Printed Name: Andrea L. Perreca

By: Terry W. Donley
TERRY W. DONLEY, general partner

Owner of Lot(s): 2, 3, 4, 5, 7, 8, 11, 12, 13, 14, 17, 23, 26, 29, 30, 31, 32, 33, 34, 38, 39, 40, 42, 43, 44, 50, 55, 67, 68, 69, 70

L. DICKS, INC., a Florida corporation

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Perreca
Printed Name: Andrea L. Perreca

Richard G. Dicks
RICHARD G. DICKS, as Vice-President

Owner of Lot(s): 9 + 60

**LESTER DONLEY & SONS GROVES,
a Florida general partnership
n/k/a DONLEY FAMILY LIMITED
PARTNERSHIP, a Florida limited partnership**

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Perreca
Printed Name: Andrea L. Perreca

By: Terry W. Donley
TERRY W. DONLEY, general partner

Owner of Lot(s): 45, 46 + 1/2 47

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Ferreira
Printed Name: Andrea L. Ferreira

Robert C. Walker
Printed Name: ROBERT C WALKER
Owner of Lot(s): 10

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Ferreira
Printed Name: Andrea L. Ferreira

Teresa Cornell
Printed Name: TERESA Cornell
Owner of Lot(s): 35

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Ferreira
Printed Name: Andrea L. Ferreira

Charles J. Cotrell
Printed Name: CHARLES J. COTRELL
Owner of Lot(s): 27

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Ferreira
Printed Name: Andrea L. Ferreira

Stephen R. Hurst
Printed Name: STEPHEN R. HURST
Owner of Lot(s): # 51

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Ferreira
Printed Name: Andrea L. Ferreira

Earl A. Devito
Printed Name: EARL A. DEVITO
Owner of Lot(s): # 5

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Ferreira
Printed Name: Andrea L. Ferreira

John Soderdahl
Printed Name: JOHN SODERDAHL
Owner of Lot(s): # 16

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Porreca
Printed Name: Andrea L. Porreca

Ronald T. Hartwig
Printed Name: Ronald T. Hartwig
Owner of Lot(s): 41

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Porreca
Printed Name: Andrea L. Porreca

Mike Fitzgibbons
Printed Name: Mike Fitzgibbons
Owner of Lot(s): 1

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Porreca
Printed Name: Andrea L. Porreca

Alexis Powers, Jr.
Printed Name: Alexis Powers, Jr.
Owner of Lot(s): 28

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Porreca
Printed Name: Andrea L. Porreca

Amy Hope
Printed Name: Amy Hope
Owner of Lot(s): 66

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Porreca
Printed Name: Andrea L. Porreca

Miyona L. Lise
Printed Name: Miyona L. Lise
Owner of Lot(s): 19

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Porreca
Printed Name: Andrea L. Porreca

James T. Ricker
Printed Name: JAMES T. RICKER
Owner of Lot(s): 63

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Porreca
Printed Name: Andrea L. Porreca

Fred T. Filkins
Printed Name: Fred T. Filkins
Owner of Lot(s): 56

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Porreca
Printed Name: Andrea L. Porreca

Gerald M. Mixon Sr.
Printed Name: Gerald M. Mixon Sr.
Owner of Lot(s): 58 & 59

Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Porreca
Printed Name: Andrea L. Porreca

Alice Faye Chance
Printed Name: ALICE FAYE CHANCE
Owner of Lot(s): 47 & 48

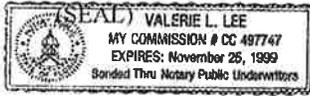
Keith H. Wadsworth
Printed Name: Keith H. Wadsworth
Andrea L. Porreca
Printed Name: Andrea L. Porreca

Jerry E. Dunbar
Printed Name: JERRY E. DUNBAR
Owner of Lot(s): 22

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by **TERRY W. DONLEY**, as a **general partner of SEQUOYAH RIDGE PARTNERSHIP**, a Florida general partnership, who is personally known to me, or who has produced _____ as identification.

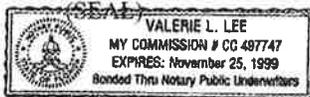


Valerie L. Lee
Printed Name: Valerie L. Lee
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by **RICHARD G. DICKS**, as **Vice-President of L. DICKS, INC.**, a Florida corporation, who is personally known to me, or who has produced _____ as identification.

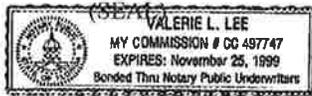


Valerie L. Lee
Printed Name: Valerie L. Lee
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by **TERRY W. DONLEY**, as a general partner of **LESTER DONLEY & SONS GROVES**, a Florida general partnership, n/k/a **DONLEY FAMILY LIMITED PARTNERSHIP**, a Florida limited partnership, who is personally known to me, or who has produced _____ as identification.

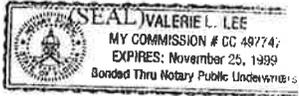


Valerie L. Lee
Printed Name: Valerie L. Lee
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by Robert C. Walker, who is personally known to me, or who has produced _____ as identification.

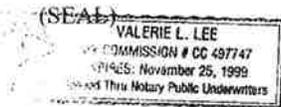


Valerie L. Lee
Printed Name: Valerie L. Lee
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by Terese Coxwell, who is personally known to me, or who has produced _____ as identification.

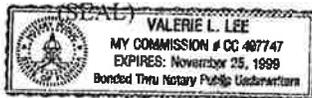


Valerie L. Lee
Printed Name: Valerie L. Lee
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by Calvin Cottrell, who is personally known to me, or who has produced _____ as identification.

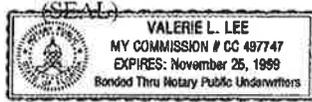


Valerie L. Lee
Printed Name: Valerie L. Lee
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by Stephen Hurst, who is personally known to me, or who has produced _____ as identification.

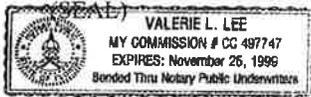


Valerie L. Lee
Printed Name: Valerie L Lee
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by Curt A DeVito, who is personally known to me, or who has produced _____ as identification.

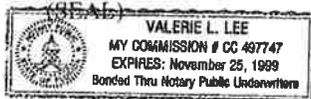


Valerie L. Lee
Printed Name: Valerie L LEE
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by John Soderdahl, who is personally known to me, or who has produced _____ as identification.

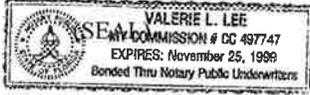


Valerie L. Lee
Printed Name: Valerie L
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by Ronald J. Hurtwig, who is personally known to me, or who has produced _____ as identification.

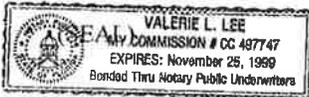


Valerie L. Lee
Printed Name: Valerie L. LEE
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by Mike Fitzgibbon, who is personally known to me, or who has produced _____ as identification.

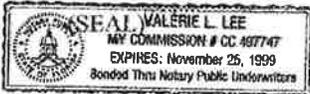


Valerie L. Lee
Printed Name: Valerie L. LEE
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by Alex Powers Jr., who is personally known to me, or who has produced _____ as identification.

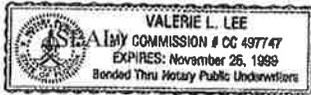


Valerie L. Lee
Printed Name: Valerie L. LEE
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by Amy Hays, who is personally known to me, or who has produced _____ as identification.

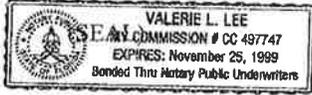


Valerie L. Lee
Printed Name: Valerie L. LEE
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by Marna Wise, who is personally known to me, or who has produced _____ as identification.

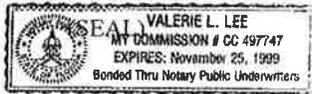


Valerie L. Lee
Printed Name: Valerie L. Lee
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by James J. Reeves, who is personally known to me, or who has produced _____ as identification.

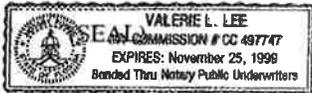


Valerie L. Lee
Printed Name: Valerie L. Lee
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 3rd day of June, 1999, by Frank J. Reeves, who is personally known to me, or who has produced _____ as identification.

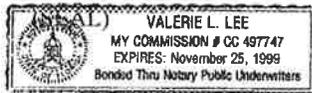


Valerie L. Lee
Printed Name: Valerie L. Lee
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 4th day of June, 1999, by Gerald M. Nixon Sr., who is personally known to me, or who has produced _____ as identification.

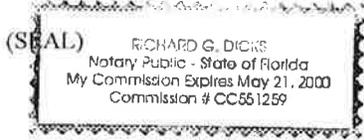


Valerie L. Lee
Printed Name: Valerie L. Lee
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 7th day of June, 1999, by Alice Faye Chance, who is personally known to me, or who has produced _____ as identification.

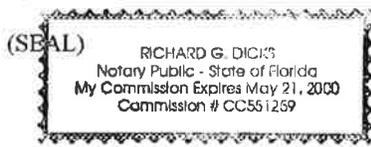


Richard G. Dicks
Printed Name: Richard G. Dicks
Notary Public Commission # CC551259
My commission expires: 21 May 2000

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this 9th day of June, 1999, by Jerry E. Dunbar, who is personally known to me, or who has produced _____ as identification.



Richard G. Dicks
Printed Name: Richard G. Dicks
Notary Public Commission # CC551259
My commission expires: 21 May 2000

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this _____ day of _____, 1999, by _____, who is personally known to me, or who has produced _____ as identification.

(SEAL)

Printed Name:
Notary Public
My commission expires:

STATE OF FLORIDA

COUNTY OF POLK

The foregoing was acknowledged before me this _____ day of _____, 1999, by _____, who is personally known to me, or who has produced _____ as identification.

(SEAL)

Printed Name:
Notary Public
My commission expires:

le-
This Instrument Prepared By
And Requested Be Returned To:
Craig B. Hill, Esquire
Law Office of Craig B. Hill, P.L.
625 East Lime Street, Suite 5
Lakeland, FL 33801

**VARIANCE REGARDING
DECLARATION OF RESTRICTIONS OF
SEQUOYAH RIDGE**

This Variance Regarding Declaration of Restrictions of Sequoyah Ridge ("Declaration Variance") is made effective this 15th day of FEBRUARY, 2013, by SEQUOYAH RIDGE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association").

RECITALS:

WHEREAS, a Declaration of Restrictions was recorded in Official Records Book 2648, Page 1450, as amended by that certain Corrective Amendment thereto as recorded in Official Records Book 2692, Page 396, as further amended by that certain Amendment thereto as recorded in Official Records Book 3419, Page 50, and as further amended by that certain Amendment thereto as recorded in Official Records Book 4263, Page 1148, all in the Public Records of Polk County, Florida (collectively, the "Declaration") with respect to the real property comprising Sequoyah Ridge, according to the plat thereof recorded in Plat Book 86, Page 9, Public Records of Polk County, Florida (the "Property");

WHEREAS, Section 23 of the Declaration provides in pertinent part that no residence may be constructed on any lot having less frontage than shown on the plat of Sequoyah Ridge Development;

WHEREAS, Lot 18 of Sequoyah Ridge, which is a part of the Property, according to the plat thereof recorded in Plat Book 86, Page 9, Public Records of Polk County, Florida ("Lot 18") has less frontage than shown on the plat of Sequoyah Ridge Development inasmuch as at some point in a time a portion of Lot 18 was added to Lot 19 of Sequoyah Ridge, according to the plat thereof recorded in Plat Book 86, Page 9, Public Records of Polk County, Florida;

WHEREAS, Capstone Holdings, LLC, a Florida limited liability company ("Capstone") is the current owner of Lot 18, and Capstone has made written request that the Association approve a variance to the Declaration to allow for the construction of a residence on Lot 18;

WHEREAS, the Association, by and through the Board of Directors, pursuant to Florida law and the Association's governing documents, has the right, privilege, power and authority to approve or disapprove a variance to the Declaration to allow for the construction of a residence

on Lot 18, and to do any and all things which may be necessary or proper in the judgment of the Board of Directors of the Association in connection with the objects and purposes of the Association in accordance with Florida law and the Association's governing documents;

WHEREAS, the Association, through the requisite assent of the Board of Directors, has agreed to approve a variance to the Declaration to allow for the construction of a residence on Lot 18, subject to the terms and conditions as set forth in this Declaration Variance; and

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, it is agreed as follows:

1. The Association hereby approves a variance to the Declaration to allow for the construction of a residence on Lot 18; provided, however, that any construction of such a single family residence upon Lot 18 shall be expressly subject to the prior written approval of the Association (by and through the Board of Directors or the Architectural Review Board, as applicable), and shall comply with any and all applicable setback requirements, architectural review guidelines, rules, restrictions and requirements pertaining to such construction, including, without limitation, the Association's governing documents, including the Declaration, as amended from time to time, and shall be further subject to any and all applicable laws, ordinances and regulations.

2. This Declaration Variance and the terms and conditions hereof shall constitute a covenant running with the land comprising Lot 18 and shall be binding upon and inure to the benefit of Capstone and all parties having any right, title or interest in Lot 18 or any part thereof, their heirs, successors and assigns.

3. Except as expressly modified by this Declaration Variance by virtue of the approval of a variance as set forth herein, Lot 18 and all parties having any right, title or interest in Lot 18 or any part thereof, their heirs, successors and assigns, are and shall remain subject to the Association's governing documents, including the Declaration, and any rules and restrictions, as amended from time to time.

4. The foregoing recitals are true and correct and by this reference are incorporated into the body of this Declaration Variance. Capitalized terms used in this Declaration Variance shall have the meaning ascribed thereto in the Declaration, unless otherwise defined herein.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE TO VARIANCE REGARDING
DECLARATION OF RESTRICTIONS OF
SEQUOYAH RIDGE**

IN WITNESS WHEREOF, Sequoyah Ridge Homeowners Association, Inc., a Florida not for profit corporation, has caused this instrument to be executed effective as of the 15th day of February, 2013.

SEQUOYAH RIDGE HOMEOWNERS
ASSOCIATION, INC.,
a Florida not for profit corporation

WITNESSES:

William G. Buck
Print Name: William G. Buck

Lisa S. Piper
Print Name: Lisa Piper

By: Paul Carter
Paul Carter, its President

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this 15th day of February, 2013, personally appeared before me, an officer duly acknowledged to administer oaths and take acknowledgments, Paul Carter, as President of Sequoyah Ridge Homeowners Association, Inc., a Florida not for profit corporation, who is personally known to me or _____ who has produced _____ as identification and who executed the foregoing instrument.

Sheila A. Baker
Notary Public, State of Florida
SHEILA A. BAKER
Print Name

(SEAL)

