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BOOK 1034 PAGE 0945

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DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
BY

COMUNICASA, INC. FOR THE SUBDIVISION KNOWN AS COMUNICASA

This DECLARATION made as of October __, 1989 by Comunicasa, Inc., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H T H A T :

WHEREAS, Declarant is the owner of certain property in the County of Lake, State of Florida, which is more particularly described in Exhibit "A", attached hereto; and

WHEREAS, Declarant has created upon said property a planned community with roads and permanent landscaping and other community facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property described in Exhibit "A", together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each of which is for the benefit of said property and each owner or subsequent owner thereof; and

WHEREAS, Declarant has deemed it advisable, for the efficient preservation of the values and amenities in said community, to create an agency to be known as Comunicasa Community Association, Inc, to which it hereby should be and assigns the powers of owning, maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation and welfare of its residents:

NOW, THEREFORE, the Declarant declares that the real property

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described in Exhibit "A", and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes herein referred to as "covenants and restrictions") hereinafter set forth. Such covenants and restrictions are for the purpose of protecting the value and desirability of, and shall run with, the real property and they shall be binding on all parties having any right, title or interest or duty with respect to the described properties 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 Comunicasa Community Association, Inc., a Florida corporation.

Section 2. "Board of Directors" and "the Board" shall mean the Board of Directors of the Association.

Section 3. "Common areas" shall mean all real property described in Exhibit "A", including the improvements thereon, for the common use and enjoyment of the owners, but excluding all roads and Lots.

Section 4. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document as it may from time to time be amended.

Section 5. "Existing property" shall mean and refer to that certain real property located in LAKE County, Florida and more particularly described in Exhibit "A". "Properties", shall mean and refer to the existing property and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 6. "Lot" shall mean any plot of land intended for residential use, and shown upon any recorded subdivision plat of the Properties.

Section 7. "Member" shall mean all those who are members of the Association as provided in Article III, below.

(2)

Section 8. "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 Properties whether acquired from Declarant or from an intervening owner, but excluding any record owner having an interest merely as security for the performance of an obligation.

**ARTICLE II
PROPERTY RIGHTS IN THE RIGHT-OF-WAY,
COMMON AREAS AND EASEMENTS**

Section 1. Obligations of the Association. The Association shall be solely responsible for determining and performing necessary maintenance and improvements in the immediate vicinity of all entrance ways; and in relation to all entrance signs, landscape buffers and boundary walls. The Association may also undertake additional obligations upon adoption of a resolution by the Board of Directors which is approved by a two-thirds (2/3) vote of the members of the Association at a meeting of members duly called for such purpose, a quorum being present.

Section 2. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to any common areas, rights-of-way or drainage retention/conservation tracts, whether now existing or established in the future, and these shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the areas addressed in this Article.

(b) The right of the Association to suspend the voting rights and rights to use areas addressed in this Article by any owner for any period during which any assessment against said owner's Lot remains unpaid, or for any infraction of the Association's published rules and regulations.

Section 3. Delegation of Use. Any owner may extend in accordance with the By-Laws of the Association, his right of enjoyment to any common areas, or right-of-way or drainage retention/conservation tract to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 4. Special Subdivision Easements. That part of the common area consisting of Lake Linda will be maintained by the Association. In addition, roads over utility easements will be repaired by the Association if damaged by any utility company.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every fee owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation.

The Declarant agrees that at the first Annual Meeting of members, and at each succeeding Annual Meeting, Directors of the Association shall be elected by the members.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall consist of all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Declarant shall be a Class B member and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted, where appropriate, to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) sale of all but three (3) of the Lots; or
- (b) passage of three (3) years following the recording of this instrument.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Personal Obligation of Assessments and Creation of Liens. The Association, through its board of Directors, shall have the power and

authority to establish and collect assessments, and each Owner of any Lot by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Personal obligation for delinquent assessments shall pass to the successors in title to the Lot unless expressly waived by the board. All liens created pursuant to this Declaration may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for administration of the business of the Association, to promote the recreation, health, safety and welfare of the residents in the Properties, and for the improvement, management, and maintenance of the common areas.

Section 3. Special Assessment for Capital Improvements. 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 purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of the properties or of a capital improvement which is maintained by the Association according to the provisions hereof; provided that such assessment shall have the assent of two-thirds (2/3) of the votes of members who are present in person or by proxy at a meeting duly called for this purpose, a quorum being present.

Section 4. Rate of Assessment. Annual and special assessments will be collected annually, will be due on January 1st, and will be fixed at a uniform rate for each lot as determined by the Board of Directors. The Declarant agrees that it shall be bound to pay to the Association annual and special assessments for each unsold Lot owned by the Declarant, at the same rate established for Lots not owned by the Declarant.

Section 5. Maximum Initial Assessment: Annual and Special Assessments: Due Dates: The annual assessments provided herein shall commence as to all Lots on the day upon which the first Lot is conveyed by the Declarant. The first annual assessment, which in no event may exceed \$100. per Lot, shall be adjusted according to the number of months remaining in the calendar year. Written notice of all annual and special assessments shall be sent to all Owners at least sixty (60) days in advance of each assessment due date. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have 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.

Section 6. Effect of Nonpayment of Assessments: Remedies of The Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and in any event shall file in the public records a Notice of Lien for Delinquent Assessments, and may foreclose the lien against the property to which the assessment is related. Such lien shall run with the land and bind subsequent owners with or without actual notice, except as provided in Section 7 of this Article. Interest, costs and reasonable attorney's fees for such action or foreclosure shall be secured by such lien and may be recovered in such litigation by the Association. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any right-of-way or public areas or by abandonment of his or her Lot.

Section 7. Subordination of the Lien to Mortgage. The assessment lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Architectural Review Board. An Architectural Review Board (hereinafter referred to as "the ARB"), consisting of three (3) members, shall initially be appointed by the Board of Directors of the Association

to serve until the first annual meeting of the members, and thereafter, the ARB members shall be elected biennially by the members of the Association, all as provided in the Bylaws of the Association.

Section 2. Purpose. The ARB shall regulate the external design, appearance, use, location and maintenance of the Properties, and of any improvement thereon, in such a manner as best to preserve and enhance property and aesthetic values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 3. Matters Controlled.

(a) No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or the improvements thereon from its original or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner, shall be made or done without the prior written approval of the ARB, except as otherwise expressly provided in the Declaration. No fence, wall, hedge or other such barrier shall be built or maintained, nor any color thereof changed, without the prior written approval of the ARB.

(b) No temporary house, and no temporary or permanent storage building, shack, mobile home, tent, barn or other outbuilding shall be erected or placed upon any Lot. Said Lots shall be used for single family residence purposes only and shall not be further subdivided. No streets, roads or driveways shall be opened through any Lot to serve adjoining property except as might have been previously provided for by plat or survey duly recorded or as might hereinafter be specified or approved in writing by the ARB. No clearing, grading, filling, excavating or similar sitework shall be undertaken on any Lot until approved in writing by the ARB.

(c) The ARB shall by regulation prescribe the plans and/or specifications it requires in order for it to consider any application for change. Refusal or approval of any application by the ARB may be based upon any reason, including purely aesthetic considerations, which in the sole discretion of the ARB is deemed sufficient. Two copies of each application and of all accompanying plans and related data shall be furnished to the ARB at the time said application is made.

(d) No lot or parcel of land shall be used as a dumping ground for trash or garbage; nor shall any lot or parcel be used for the keeping or

breeding of livestock animals of any kind, except that a reasonable amount of poultry, and a maximum of three (3) household pets, may be kept, provided that they are not kept or maintained for any commercial purpose. No noxious or otherwise offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

(e) No advertising signs, billboards or high and unsightly structures shall be erected on any Lot except upon written permission of the ARB. A sign may be used to advertise the property for sale or rent. However the ARB shall have the authority to determine the size, style and color of any proposed sign permitted hereunder.

(f) Each Lot must contain a landscaped parking area approved by the ARB and large enough to accommodate any motor vehicles, trailers or boats which the lot owner desires to accommodate, and no such vehicle, trailer or boat may be kept in or on any other part of the existing property.

(g) If any improvements, alterations, excavations or other changes are made which require the written approval of the ARB under the terms of this Section 3, and if written approval of such changes has not been obtained from the ARB, the Owner of the Lot on which such unauthorized change may have been made shall, at the Owner's expense, and upon receipt of written direction of the Board of Directors, promptly restore the Lot and the improvements located thereon to their previous condition. Such restoration shall include, without limitation, the removal of any building, fence, wall, ledge, shrub, planting, sign, billboard, garbage or trash container; or any other thing which requires the written approval of the ARB under the terms hereof.

(h) The Declarant shall be allowed to place a sign at the entrance to the subdivision and/or, signs on Lots and houses for sale, and no such sign shall be under the review of the ARB.

Section 4. Enforcement.

(a) The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the herein described properties. Enforcement of these covenants and restrictions shall be by the Association by persuasion or, in its sole discretion, by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, or against any Lot to enforce any lien created hereby.

(8)

(b) There shall be a conclusive presumption that no violation or breach of any of the within covenants or restrictions can adequately be remedied exclusively by an action at law or by recovery of damages.

(c) The grounds of each Lot (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner, including the Declarant, to maintain his, her or its Lot in a neat and attractive condition, the ARB or its authorized agents may, after ten (10) days' notice to such owner, enter upon such Lot and have the grass, woods, and other vegetation cut, and the debris, dead trees, shrubs and other plants removed therefrom. Such entry and cleanup may be repeated as often as the ARB in its sole discretion may deem necessary, and the owner of the Lot involved shall be personally liable to the Association for the cost of any such cutting, removal, clearing and maintaining described above, and the liability for amounts expended therefor shall be a permanent charge and lien upon such Lot, enforceable by the Association by an appropriate proceeding at law or in equity. All costs incurred by the Association on behalf of such owner shall be reasonable. Said permanent charge and lien shall be subordinate to the lien of any first mortgage and shall be forecloseable as provided herein. Entry for the purpose of performing restorative work on a delinquent Lot shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday.

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

(e) The failure of the ARB to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions, or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such terms, covenants, condition, provisions or agreements.

(f) Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any divergence between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provision shall apply.

Section 5. Procedures. In the event the ARB fails to approve, modify, or disapprove in writing an application within thirty (30) days after submission to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse ARB decision to the

Board of Directors which may reverse or modify such decision by majority vote. If the Board fails to reverse or modify the decision of the ARB within ten (10) days after appeal to it is taken, the ARB decision shall be deemed to be affirmed.

ARTICLE VI
USE OF PROPERTY

Section 1. Protective Covenants.

(a) Residential Use. All Lots shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing an entire Living Unit to a single family, subject to all of the provisions of the Declaration.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or its occupants.

(c) Restriction of Further Subdivisions. No Lot shall be further subdivided or separated into smaller parcels by any Owner, and no portion less than all of any such Lot, nor any easements or other interest herein, shall be conveyed or transferred by an Owner; provided that this shall not prohibit deeds to resolve boundary disputes, and similar corrective instruments.

(d) Fence and Wall Restrictions. No fence or wall shall be erected, placed or altered on any Lot higher than four feet or nearer to any street than the minimum building set back line.

(e) Other Restrictions. The ARB may adopt, subject to the approval of the Board of Directors, general rules to implement and interpret the purposes set forth in Article V, Section 2 hereof, including, but not limited to rules to regulate animals, antennas, electronic signals, fences, planting, maintenance and removal of vegetation on the Properties, signs, storage, walls, and the use of boats, trailers trash or garbage containers, and motor or recreational vehicles, storage and use of machinery, or of outdoor drying lines. Such general rules may be amended by majority vote of the ARB, following a public hearing for which due notice has been provided. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be available for inspection and review by any Owner at any reasonable time. The rules of the ARB shall not contravene any provisions of this Declaration.

(f) Exceptions. The ARB may issue temporary permits to except any prohibitions expressed or implied by this Section, provided the applicant

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for such exception can show good cause and acts in accordance with adopted guidelines and procedures.

Section 2. Encroachment. In the event any portion of a right-of-way or of a common area encroaches upon any Living Unit, or any Living Unit encroaches on the former, as a result of construction, reconstruction or repair by Declarant, or as a result of shifting, settlement or movement of any portion of the Properties, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Lot owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by 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.

Section 2. Duration: Amendment. The covenant and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

This Declaration may be amended by an instrument signed by members of the Association having not less than two-thirds (2/3) of the total membership vote and by all first mortgagees of record. Any amendment must be recorded and, so long as the Declarant is a Class B member, must have the prior approval of the Affordable Housing Mortgage Corporation.

Section 3. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration, shall be deemed to have been properly sent when mailed, prepaid, to the last known address of such member or owner appearing on the records of the Association.

Section 4. Excuse of Minor Violations. Declarant, its successors, or assigns, reserves the right to excuse any violations of the covenants

contained in the Declaration, if Declarant shall determine, in its sole discretion, that such violations are minor or dictated by the particularities of a particular lot configuration or topography.

Section 5. Attorney's Fees. In the event any action shall be brought by or against (a) the Declarant, (b) the Association, or (c) any owner, for the purpose of enforcing the provisions contained in this Declaration, it is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by any moving party in any such legal proceedings which result in the successful enforcement hereof, shall be borne in full by the defendant in such proceeding.

Section 6. Road Damage over Gas Easements. Any damage caused to any road by Lake Apopka Gas Company as a result of maintaining, replacing, repairing or improving its facilities within its gas easement is to be paid in the first instance by the Association. Any other maintenance to the roads is to be paid by the City of Mascotte.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 16 day of October, 1989.

COMUNICASA, INC.

BY: [Signature]
President

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY, that on this day, before an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Pedro Velasco, to me known as the President of COMUNICASA, INC., a Florida Corporation, and to me known to be the person who executed the foregoing instrument, and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of October, 1989.

[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires June 14, 1991
Bonded thru Huckleberry & Associates

EXHIBIT A**LEGAL DESCRIPTION OF COMUNICASA PROPERTY****(PARCEL- 1)**

As a point of reference commence at the southwest corner of Section 14, Township 22 South, Range 24 East, Lake County, Florida;

Thence N. 0 degrees 36' 07"E. along the west line of said Section 14, a distance of 1321.55' to the northwest corner of the north 660' of the southwest 1/4 of the southwest 1/4 of said Section 14;

Thence S. 89 degrees 03'04"E., along the north line of said southwest 1/4 of the southwest 1/4 of Section 14, a distance of 42.25' to the east right-of-way line of County Road #1310 (Empire Church Road) said point also being the point of beginning of this description;

Thence continue S.89 degrees 03'04"E. along said north line of the south 1/4 of the southwest 1/4 of Section 14 a distance of 1275.98' to the northeast corner of the north 660' of the southwest 1/4 of the southwest 1/4 of said Section 14;

Thence S.00 degrees 39'34"W. along the East line of the southwest 1/4 of the southwest 1/4 of said Section 14, a distance of 660.01' to the southeast corner of the north 660' of the southwest 1/4 of the southwest 1/4 of said Section 14;

Thence N. 89 degrees 03'04"W., along the south line of the north 660' of the southwest 1/4 of the southwest 1/4 of said Section 14, a distance of 1155.00' to the northeast right-of-way line of aforesaid County Road #1310;

Thence along said northeast right-of-way line for the following courses and distances; N. 30 degrees 23'56"W., a distance of 1.77' to the point of curvature of a curve concave northeasterly having a radius of 852.52', and central angle of 31 degrees 37'58";

Thence northwesterly along the arc of said curve a distance of 470.67' to the point of tangency;

Thence N.01 degrees 14'02"E., a distance of 210.75' to the point of beginning.

Containing therein 18.958 acres more or less.

(Continue)

Comunicasa Legal Description
Page Two

(PARCEL- 2)

As a point of reference commence at the southwest corner of Section 14, Township 22 south, range 24 east, Lake County, Florida;

Thence N. 0 degrees 36'37"E., along the west line of said Section 14, a distance of 661.54' to the southwest corner of the north 660' of the southwest 1/4 of the southwest 1/4 of said Section 14, said point also being the point of beginning of this description;

Thence continue N.0 degrees 36'07"E., along said west line of Section 14, a distance of 249.01' to the southwest right-of-way line of county road #1310 (Empire Church Road), said point being on a curve concave northeasterly having a radius of 912.52' & a central angle of 16 degrees 47'03";

Thence from a tangent bearing of S.11 degrees 27'18"E. run southeasterly along said southwest right-of-way line an arc distance of 267.31' to the south line of the north 660' of the southwest 1/4 of the southwest 1/4, of said Section 14;

Thence N.89 degrees 03'04"W., along said south line of the north 660' of the southwest 1/4 of the southwest 1/4, of said Section 14, a distance of 93.06' to the point of beginning.

Containing therein 0.226 acres more or less.