

R-1119 INTERLOCHEN BLVD
WINTER HAVEN, FL 33884

Declaration of Covenants, Conditions, Easements and Restrictions of Interlochen

The Interlochen Homeowners' Association, being the successor in interest to Winter Haven Property Investors (a Florida General Partnership); said Winter Haven Property Investors being the original developer of the Interlochen subdivision, hereby states that: the following declaration pertains to the property located in Polk County, Florida known by official plat designation as Interlochen, pursuant to map or plat thereof recorded in Plat Book 86, pages 7 & 8, public records of Polk county, Florida less and except Tract C. For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivision, less and except Tracts E, F, G, A, C-1, E-1, and F-1. All of the real property described above, and not excepted, each part thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Article I. DEFINITIONS

Section 1. "Association" shall mean and refer to Interlochen Homeowners Association, a Florida non-profit corporation, its successors and assigns, who shall elect a board of directors from its members who shall consist of a President, Secretary, Treasurer and two other directors at large.

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

Section 3. "Lot" shall mean any plot of land shown on the recorded subdivision plat of Interlochen, referred to above with the exception of those portions of said plat which are designated as the Common Areas.

Section 4. "Maintenance" shall mean the exercise of reasonable care to keep wall, gates, gate operators, landscaping, signs, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear accepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment of optimal plant growth.

Section 5. "Member" shall mean every person or entity who holds membership in the Association.

Section 6. "Mortgage" shall mean a conventional mortgage or deed of trust.

Section 7. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

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 subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 9. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions there to as may be brought within the jurisdiction of the Association as hereinafter provided.

Article II. Membership in Association; Voting Rights

Every owner of a lot shall be a voting member of the Association; membership shall be appurtenant to and may not be separated from ownership of a lot. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned.

Article III. Assessments

Section 1. Lien and Personal Obligation of Assessments.

Each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not shall be so expressed in his deed, to pay to the association (1) annual assessment and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interests, costs, and reasonable attorneys' fees shall also be their personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of Annual or Special Assessments

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

(a) Maintenance and repair of the common areas, including gates and operators, landscaping, wall signs, and other appurtenance; and any all materials, equipment and the operation and maintenance located either above or underground, used in or comprising a part of various utility services. Also included is the cost of operation and maintenance of all dedicated areas not maintained by the City of Winter Haven.

(b) Water, sewer, garbage, electrical, lighting, telephone, gas and other necessary utility service for the common areas;

(c) Acquisition of all furnishings, equipment, landscaping materials, and personnel necessary to manage and properly take care of the day-to-day operation and up-keep of the Common Areas, including any recreational facilities which may be located thereon;

(d) Maintenance, repair, and up-keep of the following: the entrance roadway, including gates and operators thereof, signs and other appurtenances; all other roadways not dedicated to the City of Winter Haven including: any and all materials, equipment and other property located either above or underground and used in or comprising a part of the various utility services, including but not limited to electricity service, water service, sanitary sewer service, storm drainage system, telephone service, and cable TV service systems; any wall at the entrance to the subdivision; and any sidewalks; any or all of which above are not dedicated to the City of Winter Haven, Florida.

(e) Insurance covering the full insurable replacement value of all improvements and appurtenances located within the Common Areas for fire and extended coverage.

(f) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitee's or tenants of any owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed periodically and increased or decreased at the discretion of the Association.

(g) Workman's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.

(h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(i) Any other materials, supplies, furniture, labor, services, maintenances, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or

proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of lot owners, or for the enforcement of these restrictions.

(j) In addition to maintenance of the Common Areas, the Association shall have the responsibility for maintenance, replacement, and repair of the entry area adjacent to the entry of the subdivision, and the easement on which it is located, if required.

Section 3. Annual Assessment.

The annual assessment shall be recommended by the Board of Directors of the Association, and approved by a majority decision of those present at the noticed annual meeting.

Section 4. Special Assessments 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, reconstruction, repair, or replacement of a capital improvement on the common areas, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and Quorum for Action Under Section 3 or 4.

Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than thirty nor more than sixty days in advance of such meeting. In the event the proposed action on a special assessment per Section 4 is favored by a majority of the votes cast at such meeting, but less than the requisite majority of members, members who were not present in person or by proxy may file their assent in writing within seven thirty days after the date of such meeting.

Section 6. Uniform Rate of Assessment

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

Section 7. Commencement and Collection of Annual Assessments.

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

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty days after due date shall accrue interest at the rate of 18 percent (18%) per annum. The Association may bring an action of law against the owner personally obligated to pay the same, or may foreclose the lien against the property, and the Association shall be entitled to collect all costs and reasonable attorneys' fees incurred in connection with said actions on both the trial and appellate court levels. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

A sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any reassessments thereafter becoming due or from the lien thereof.

Section 9. Subordination of Mortgages to Assessment Liens

Each and every assessment of lien which the Association has authority to impose, together with any collection costs, penalties, interest and attorney's fees authorized to be established, reserved or imposed hereby, shall be superior to any mortgage placed on any of the properties in the Interlochen subdivision. Furthermore, every assessment lien imposed by the Association on any of the properties of the Interlochen subdivision will relate back to the date of the filing of this Declaration of Covenants, Conditions, Easements and Restrictions of Interlochen.

ARTICLE IV. Property Rights

Section 1. Owner's Use and Enjoyment

Every owner of a lot shall participate in the association subject to the following rights of the Association:

- (a) The right to charge reasonable admission and other fees for the use of any portion of the common Rights.
- (b) The right to charge reasonable admission and other fees for the use of any portion of the Common Areas.
- (c) The right to dedicate or transfer all or any part of the Common Area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of the members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use.

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

Section 3. Easements of Encroachment.

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

Section 4. Other Easements.

(a) Easements for installations, maintenance and repair of utilities, drainage facilities, entry gate, and the wall of the subdivision are as shown on the recorded subdivision plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of the wall, gates, sign, or utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements thereon or therein shall be continuously maintained by the owner of such lot, except for improvements the responsibility for maintenance of which rests with the Association or some governmental authority or public or private utility company.

b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any easement, reservation, or right of way, and such easements, reservations, and rights-of-way shall at all times be open and accessible to the Association, and to public, quasi-public, and private utility corporations, their employees and contractors, approved and designated by the Association, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights-of-way are reserved.

Section 5. Right of Entry

The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6. No Partition.

No owner or any other person acquiring any interest in the subdivision or any part thereof, shall seek judicial partition of the common areas thereof. However, nothing contained herein shall be construed to prevent the seeking of judicial partition of any lot owned in co-tenance.

Article V. Use Restrictions

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose.

Section 2. No business of any kind shall be conducted in any residence.

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

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

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

Section 6. Parking spaces and driveways to a garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, streetscape, and compatibility with surrounding improvements. All homesites shall have either paver brick or concrete paved driveway of stable and permanent construction according to the City of Winter Haven specifications. All concrete driveways shall have a light broom finish and joints shall be provided to prevent cracking.

Section 7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common areas. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 8. Refuse and storage areas. Garbage and refuse shall be placed in containers and shall be capped and contained in such a manner that they are inaccessible to animals. The containers shall be concealed within buildings; be concealed by means of a screening wall of material similar to and compatible with that of the building; or, concealed by sufficient landscaping to provide permanent screen from view of surrounding property. These elements shall be integrated with the building plan, be designed so as not to attract attention, and shall be located in as reasonably inconspicuous manner as is possible.

Section 9. No chain link or wooden fences are permitted. All fences and/or walls where permitted shall be of the same material and design as the adjacent building. Where a fence or wall is deemed to be unnecessary or unsightly and detracting from the visual value of common areas, a landscape screen in lieu of a fence or wall shall be required. No fence or wall over six (6) feet in height shall be permitted except for special conditions as approved by the Association. In general, fences or walls are not encouraged within Interlochen. Hedges, berms, or other landscape alternatives are preferred.

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

Section 11. No lot within the subdivision shall be further subdivided into one or more additional parcels of smaller

Section 12. All mail boxes not attached to or integral with a dwelling house shall be of a common design approved by the Association; shall include only the surname and house number of the resident; and shall be located at the street front of each homesite as prescribed by the United State Postal Service. The homesite owner shall provide, install, and maintain such mail box as specified by the Association.

Section 13. All exterior lighting shall be consistent with the character established in Interlochen and limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed up-lighting or down-lighting and the style and type of lighting shall be compatible with the building designs and materials. Each dwelling shall have one common design yard entrance light equipped with a light sensing switch so as to be illuminated during hours of darkness, set back and design to be approved by the Association. Any additional exterior lighting must be approved by the Association.

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

Section 15. No property owner shall maintain outdoor clothes lines or exposed fuel tanks at his residence.

Section 16. **Maintenance of Decorative Sign Posts and Decorative Street Lighting.** Association shall be responsible for the maintenance and replacement of all decorative signs; illumination thereon, and street designation posts installed in the subdivision and shall hold the City of Winter Haven, Florida harmless from all claim for maintenance or replacement of same which are installed by Association.

Section 17. **Radio, T.V. and Other Antenna** No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used, or maintained where visible from any adjoining property. However, satellite reception dishes not exceeding 3 feet in diameter may be erected, and placed in a location on the lot where it is least visible from common areas and from other lot owner's property.

Section 18. **Commercial Trucks, Recrcational Vehicles, and Other Equipment** No commercial trucks, recreational vehicles, motorcycles, buses, boats, boats on trailers, trailers, travel trailers, motor homes, or any other similar type vehicles or equipment will be permitted to be parked in the Common Areas. Additionally, no such vehicle shall be permitted to be kept on any lot unless same have a current year's license tag and shall be parked totally within the confines of an enclosed garage, so as to be concealed from public view.

Section 19. **Owner's Obligation to Clean Lot** Each owner of a lot with or without a home constructed thereon in the subdivision shall be required to maintain said lot in a clean and sightly condition including the proper mowing, trimming and pruning of grass, weeds, trees, or other underbrush, and a vacant lot may not be used for parking purposes. If, in the opinion of the Association, a lot owner is not complying with the provision, the Association shall give notice of this fact to the lot owner and shall advise the lot owner of what must be done to meet compliance and shall specify a time period, not to exceed fifteen (15) days, within which compliances shall be made. If a lot owner fails to comply with the Association's requirements within the time allotted, the Association, its agents, employees, or designated representatives, shall have the right of entry onto said lot without fear of prosecution for trespass, for the purpose of cleaning up said lot and shall then be entitled to bill and collect all costs incurred in said clean-up operation from the lot owner. Should the lot owner fail to pay said bill when rendered, the amount of same shall become a lien against the lot and the association may proceed to enforce the collection of same in the same manner as a delinquent annual or special assessment.

Section 20. **Use of Equipment and Materials During Construction.** During the course of construction of any improvement on a Subdivision lot, neither the lot owner nor any of his agents, employees or designated representatives shall block any of the subdivision streets or otherwise interfere with any other lot owner's access to or use of his or her particular lot or the common areas. No trucks, equipment, building materials, or other items used in or during the construction period shall be stored or allowed to remain on any given lot beyond the reasonable time needed for said particular item to be used in or incorporated in the particular improvement being constructed.

Section 21. Shallow Wells and Sprinklers. Subject to regulation by governmental agencies, wells may be put down by lot owners for irrigation purposes. However, same shall be located on the rear portion of the subdivision lot and out of public view, if possible. All irrigation pipe and sprinklers shall be located underground with the exception of sprinklers that are located in flower beds or other areas immediately adjacent to the residential structure. Subject to regulations of governmental agencies, owners of lake front lots on Interlochen may attempt to use lake water for irrigation and must place all such irrigation pipe and other apparatuses underground or concealed or encased in some type of permanent structure.

Section 22. Building Construction Standards. (a) The following minimum set back requirements shall be observed by the owners of Lots 9 through 29, inclusive, when constructing improvements and appurtenances on said lots: (1) Forty (40) feet from the lot line which borders the street or roadway adjacent to the lot; and (2) Ten (10) feet from each of the two side lot lines running perpendicular or closest to perpendicular to the lot line which borders the street or roadway adjacent to the lot.

(b) The following minimum setback requirements shall be observed by the owners of all other lots not included in (a) above, when constructing improvements and appurtenances on said lots: (1) Thirty-five (35) feet from the lot line which borders the street or roadway adjacent to the lot; (2) Ten (10) feet from each of the two side lot lines running perpendicular or closest to perpendicular to the lot line which borders the street or roadway adjacent to the lot; and (3) ten (10) feet from the remaining lot line.

(c) Finish exterior building materials shall be applied consistently to sides of the exteriors of buildings. Recommended materials shall be brick, stone, stucco, wood (not plywood or similar material), or other approved natural material. No simulated brick or stone shall be permitted unless approved by the Architectural Review Committee.

(d) Finish exterior colors shall be applied consistently to all sides of the exteriors of buildings. Color selections shall be harmonious with each other and with natural materials, and shall be compatible with colors of the natural surroundings and other adjacent property. All exterior wood must be painted or stained.

(e) Heights of buildings shall be compatible with adjacent buildings.

(f) No alteration of ground elevation shall be permitted on any lot which shall exceed one foot deviation from the ground elevation at the time of the plotting of the subdivision, excepting driveways and pedestrian walkways.

(g) Flat roofs shall not be permitted on the main portion of the structure provided, however, the Association shall have discretion to approve such roofs on the main body of a building, if modern or contemporary in design. No build-up roofs shall be permitted, except on approved flat surfaces. The composition of all pitched roofs is recommended to be cedar/cypress shake shingle (heavy hand split), slate, concrete, tile or other composition approved by the Association. Asphalt or fiberglass shingles are permitted only if approved in advance in writing by the Association. All pitched roofs must have at least a 4/12 slope on the main body of the building.

(h) Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone, stucco or wood. If the fireplace is a metal (self-insulated) type with a metal spark arrestor at the top of the chimney, this arrestor must have a cowl or surround of a material approved in advance in writing by the Association.

(i) All exterior appurtenances or mechanical equipment including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, etc., shall be concealed from view by walls of the same material and color as the building, or by an opaque landscaping screen. No solar heaters or window air conditioning units shall be allowed where visible from any street or adjoining property.

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

Section 23. Minimum Square Foot Requirements of Residences Constructed on Subdivision Lots

(a) The following minimum square footage requirements shall be observed by the owners of Lots 9 through 29, inclusive when constructing improvements and appurtenances on said lots: (1) All one story improvements shall contain a minimum of 2700 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos, and the like; and (2) All two-story improvements shall contain a minimum of 3000 square feet of living area exclusive of garages, patios, screened-in porches, decks, porticos, and the like.

(b) The following minimum square footage requirements shall be observed by the owners of all lots not included in (a) above, when constructing improvements and appurtenances on said lots: (1) All one story improvements shall contain a minimum of 2200 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos, and the like; and (2) All two-story improvements shall contain a minimum of 2400 square feet of living area exclusive of garages, patios, screened-in porches, decks, porticos, and the like.

(c) Each single-family dwelling house shall contain a minimum of standard double car garage not less than 20 linear feet in width, which shall be enclosed with a conventional width and proper mechanically operated door for ingress and egress purposes. Each garage shall be properly enclosed and architecturally integrated as a part or as an extension of the dwelling unit and attached to the dwelling unit and shall conform architecturally therewith. No main garage opening shall face any street unless specifically approved by the Architectural Committee. Should a dispute develop as to the application of any of the minimum square footage requirements set forth in this section, said dispute shall be submitted to the Board of Directors of the Association for determination, and their decision shall be conclusive and final as to all parties.

Article VI. Owners Obligation to Repair

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

Article VII Architectural Control

Section 1. Creation of Architectural Committee

For the purpose of further insuring the development of the subdivision as a residential area of highest quality and standard, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Board of Directors of Interlochen Homeowners Association, Inc. shall appoint a committee to be known as the Architectural Committee, which committee shall have the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. Said committee shall consist of three or more members of the Association who shall serve at the pleasure of the Board.

Section 2. Construction of Residences and Miscellaneous Other Structures.

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

Section 3. Alterations, Additions, and Improvements of Residences

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

Section 4. Damage and Destruction of Residences: Approval of Structural Variances.

Any owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the architectural committee for reconstruction, rebuilding, or repair of his residence

in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans, specifications, working drawings, and elevations showing the proposed reconstruction and the end result thereof. The architectural committee shall grant approval only if the design proposed by the owner would result in a finished residence of exterior design harmonious with other residences in the subdivision.

Section 5. Approval of Committees; how evidenced. Whenever in this article approval of the architectural committee is required, such approval shall be in writing. In the event the architectural committee fails to approve or disapprove within thirty (30) days after receipt of a request to do so, approval will be deemed to have been given, and compliance with the terms of this article conclusively presumed.

Article VIII. Landscaping A basic landscaping plan and specifications for each homesite must be designed by a registered landscape architect or person of similar competence and must be submitted to and approved by the Architectural Committee. The landscape plan shall include shade trees as required by ordinance but no less than 5 shade trees in number. Shade trees shall have a minimum height of 5 feet and minimum spread of 4 feet at the time of transplanting on the homesite property. All yards must be sodded or seeded with St. Augustine grass or its equivalent to the rear line of each house and contain an underground irrigation system. Landscaping must be completed within 120 days of occupancy, and must equal 1.5% of the value of residential improvement excluding the cost of sodding and sprinkler system.

Section 1. Enforcement The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by 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. Severability Invalidity of any one of these covenants or restrictions by ordinance, judgment, or court order shall in no way affect any other provisions, which shall remain in full force and effect.

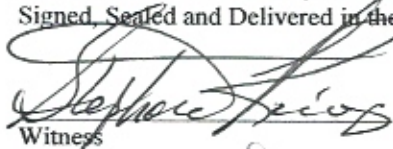
Section 3. Amendments The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters (3/4) of the owners of the subdivision lots.

Section 4. Subordination No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.


Section 5. Duration The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of 25 years from the date hereof. Thereafter, they shall be automatically extended for additional periods of 20 years unless otherwise agreed to in writing by the Owners of at least three-quarters (3/4) of the subdivision lots.

Section 6. Governmental Regulations or Requirements If the covenants contained herein are superseded or negated in their applications or enforceability by any governmental act, legislation, or ordinance then and in that case the terms of such covenant shall be deemed amended in such manner as to effect compliance with the governmental regulations requirement.

IN WITNESS WHEREOF, undersigned has hereto set its hand and seal this 26th day of May, 2009.
Signed, Sealed and Delivered in the presence of:


Witness

by: 
Donald E. Eason
President, Board of Directors
Interlochen Homeowners' Association


Witness

State of Florida
County of Polk

The foregoing restrictive covenants and conditions consisting of 5 pages were acknowledged BEFORE ME personally appeared, Donald E. Eason, President, Board of Directors, Interlochen Homeowners' Association, to me well known and known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same for the purposes and uses therein described.

Witness my hand and official seal, this 26 day of May 2009.


Notary Public, State of Florida at large

My Commission Expires: 5-30-2011

