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This document prepared by
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RESTRICTIVE COVENANTS AND CONDITIONS

WHEREAS, WALTER-WILLIAM INVESTMENT CO., a Florida corporation, is the Owner of the following described real property in Polk County, Florida, described as:

Tracts 1 through 37, inclusive, ROCKRIDGE FARMETTES, according to the Plat thereof recorded in Plat Book 77, Page 19, Public Records of Polk County, Florida.

WHEREAS, the Owner of said real property desires to impose Restrictive Covenants and Conditions on said real property for the benefit of subsequent Grantees which Restrictive Covenants and Conditions shall be deemed to be covenants and conditions running with the land.

NOW, THEREFORE, the following Restrictive Covenants and Conditions are hereby imposed upon each Tract; the breach of which prior to January 1, 2015, A.D. shall not give rise to a possibility of reverter or right of entry for condition broken on the part of the Owner but shall entitle any record owner of any one tract hereinabove described to proceed with legal action to prevent the furtherance of any breach of said Restrictive Covenants and Conditions and/or for damages from said breach. Failure to enforce in whole or in part any of said Restrictive Covenants and Conditions for any length of time shall not estop any party so entitled from enforcing same; however, the present Owner shall not be liable or responsible in any way for its failure to enforce any part of these Restrictive Covenants and Conditions so enumerated. Further, invalidation of any one or any part of any one of these Restrictive Covenants and Conditions by Judgment or Order of Court will in no way affect any of the other Restrictive Covenants and Conditions herein set out, and such other Restrictive Covenants and Conditions shall remain in full force and effect. Additionally, the present Owner may modify said Restrictive Covenants and Conditions as to any or all of said Tracts within one (1) years from the date hereof, provided; however, that said tracts affected by said Modification shall be those at that time still owned by the Owner.

1. Each Tract shall be used expressly and exclusive for one (1) single-family private residential purposes and/or agricultural purposes, and each Tract used for that purpose shall be a minimum of two (2) acres.

2. No business activity other than an agricultural, animal and farming operation in accordance with these Restrictions shall be conducted or carried on in connection with the usage of any one Tract. In addition, no goats nor hogs of any kind shall be raised, bred or kept within 150 feet from any road right of way as shown on the Plat of Rockridge Farmettes, Plat Book 77, Page 19,

Public Records of Polk County, Florida. All other animals contained on a Tract

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must be properly housed, fenced and contained under proper constraint and control and further kept so as not to become or be an annoyance or nuisance to adjacent Tract owners or the neighborhood in general.

3. Each Tract may contain either a conventionally constructed single-family dwelling house, mobile home or modular home. Each single-family dwelling house may not exceed two stories in height nor (other than a mobile or modular home) contain less than a minimum of 900 square feet of area measured by outside dimensions exclusive of garages, carports, screened or unscreened porches and covered walkways, breezeways and approaches. No mobile home or modular home shall be less than twelve (12) feet by fifty (50) feet of enclosed living area, exclusive of garages, carports, screened or unscreened porches and covered walkways, breezeways and approaches; and each mobile home or modular home shall be skirted on all sides within ninety (90) days after being set on a Tract. Each mobile home or modular home shall have a hurricane tie-down attachment at each corner of the unit, which attachments shall be properly embedded in the Tract at the time of installation of said home. No tent, garage, outbuilding or shed shall be used as a temporary or permanent residence.

4. No part or portion of any single-family dwelling house, garage or outbuilding on any Tract shall be erected closer to any property line setback requirement that may be at the time of said erection imposed or imposable by applicable zoning ordinances affecting said property by the County of Polk, Florida, under a RC-2 zoning classification or equivalent.

5. All above-ground containers for garbage and trash shall be permanently housed so as not to be seen from the front of the property; said containers to be covered at all times and emptied regularly so as to prevent litter and odor offensive to other residents. There shall be no open garbage pits nor shall garbage or trash be burned in the manner and location so as to be a nuisance to the neighboring property or properties.

6. No junk cars or trucks, salvage metal and equipment can be located on any Tract at any time. All motor vehicles located on each Tract shall have a current year's license tag registration. Additionally, only one (1) semi-tractor may be parked on any Tract at any time.

7. The owners of any Tract shall not cause any existing natural creeks, drainage patterns, structures or easements to be blocked so as to impair water flow in any way whatsoever. In addition, the placement of culverts along any roadway for ingress and egress purposes by any Tract owner shall be made so as

not to impair roadway drainage, and all culverts used shall have a minimum diameter of 18 inches and shall be maintained by the Tract owner.

8. No noxious activity or trade of any sort shall be carried on or upon any Tract; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any use be made of any Tract that will in any way injure the value of any adjoining Tract or the surrounding property as a whole.

9. The Owner and/or its assigns reserves the right to dedicate public utility and/or drainage easements along the perimeter of any one Tract. In addition, no Tract shall be used, without written permission of the Owner, for ingress, egress and/or utility purposes to adjacent properties; however, the Owner has reserved and hereby reserves easements for ingress, egress and utility purposes; being sixty (60) feet in width and being equivalent to those private roads known as "Ranchland Drive" and "Country Side Drive" as shown on the Plat of Rockridge Farmettes, Plat Book 77, Page 19, Public Records of Polk County, Florida. The use of these easements herein reserved by the Owner is non-exclusive and may be assigned by the Owner, without notice, to third parties.

10. ROADWAYS AND PROPERTY OWNER'S ASSOCIATION:

A. The Plat of Rockridge Farmettes as recorded in Plat Book 77, Page 19, Public Records of Polk County, Florida, has thereupon noted private roads known as "Ranchland Drive", "Country Side Drive", and "Country Place Road". Tract owners, their guests and/or invitees, are hereby given a non-exclusive, perpetual Easement for ingress, egress and/or utility purposes over, under and/or across those private roads as designated; however, subject to the terms and conditions set forth in a Private Road Easement and Agreement dated the 23rd of July, 1984, and recorded in the Public Records of Polk County, Florida, these Restrictions and all rules, regulations and assessments of Rockridge Farmettes Property Owner's Association of which each Tract owner shall be deemed an active member.

B. As a result of the existence of the private roadways, these Tracts are subject of a variance to the subdivision regulations of Polk County, Florida. Pursuant to this variance, no building permit will be issued for any Tracts that have been resubdivided and that have dimensions less than as Platted unless approval is granted by Polk County in accordance with its subdivision and/or road improvement regulations in effect at that time. If at any time, the owners of sixty per cent (60%) or more Tracts fronting on any private Roadway shall desire to improve that private Roadway at their own expense to meet the then existing Polk County requirements for County road maintenance, and Polk County is willing to

accept the same for maintenance, then such Tract owners can and shall be entitled to convey that private Roadway to Polk County, Florida, without joinder of any other remaining Tract owners fronting on said private Roadway and/or having a use Easement over said Roadway; and all Tract owners fronting on said Roadway shall be pro rata responsible for the costs of the Roadway's improvements as may be incurred for County maintenance acceptance.

In addition, the Owner or its assigns reserve the right to improve any private Roadway at its expense to meet the then existing Polk County requirements for County maintenance acceptance, and if Polk County is willing to accept the same for maintenance, then the Owner or its assigns can and shall be entitled to convey the Roadway to Polk County, Florida, without joinder of any Tract owner fronting on said Roadway and/or having a use Easement over said Roadway.

In the event Polk County shall accept a conveyance of a Roadway or dedication of such for County maintenance purposes, then and in that event, these Restrictive Covenants and Conditions as pertaining to the use and maintenance of that private roadway shall be of no further force or effect.

C. (1) Each Tract owner shall be liable and obligated for payment of a pro rata share per Tract of the costs of maintaining the private Roadways. Each of said Tracts 1 through 37, inclusive, shall bear equal portions of each annual assessments regardless of a Tract's location, demensions or size. Any unpaid annual assessments (as hereinafter referred to), due at any time, shall be and become the obligation of a new owner of a Tract upon purchase of said Tract.

(2) Any assessments described herein shall be payable to Rockridge Farmettes Property Owner's Association. A purpose of the Association is and shall be to maintain the private Roadways and determine, prepare, deliver notice of and collect the assessments for said maintenance. Other Association purposes are set forth in the Articles of Association.

(3) Each Tract owner shall be a member of the Association and at all Association membership meeting, if in good standing, shall be entitled to one (1) vote for each Tract owned.

(4) There shall be no Roadways maintenance assessment for a period of twelve (12) months from the date of these Restrictions, and the present Owner agrees to maintain those private Roadways until one (1) year from the date hereof at no expense to subsequent Tract owners hereby granted an Easement over said roads. In addition, the present Owner hereby reserves the right, but not the duty, to maintain those private Roadways at any time after a period of one (1) year from the date hereof at no expense to subsequent Tract owners.

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(5) All subsequent private Roadways maintenance assessments commencing one (1) year from the date hereof and for all subsequent years, unless increased or decreased by the Association, shall be Fifty (\$50.00) Dollars per Tract and shall be payable in accordance with the Association assessment therefor or at the closing of the purchase of a Tract from the present Owner.

(6) During the month of June and each month after 1984, the Board of Directors of the Association shall call a meeting of the membership of the Association for the purpose of electing members of the Board of Directors, fixing the amount of the private Roadways maintenance assessment and conducting old and new Association business 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 (10) 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 Tract owners at the last addresses for said owners shown on the books and recorded of the Association or at the Tract owner's addresses as shown on the Polk County tax rolls. The annual election of the Board of Directors, each year's annual assessment for private Roadways maintenance and business of the Association shall be determined at said meeting by the affirmative written vote of a majority of those Association members present, in person or by proxy, at said Meeting.

(7) The Rockridge Farmettes Property Owner's Association is and shall be empowered:

(i) To manage, maintain and repair the existing private Roadways and any extensions thereof; provided, however, that any extension of "Ranchland Drive" and/or "Country Side Drive" or any other roadways that may be extended therefrom shall be extended by the Owner and/or its assigns at its expense and with the further provision that any property owners fronting on said Roadways or the extensions thereof and having use of same shall be members of Rockridge Farmettes Property Owner's Association and shall be governed by all rules, regulations and assessments of said Association. Further, any extension of "Ranchland Drive" and/or "Country Side Drive" shall be limited to an extension within Sections 14 and 15, Township 26 South, Range 23 East, Polk County, Florida.

(ii) To maintain private Roadways' street and traffic control signs.

(iii) To enforce these Restrictions, either on its own account or in conjunction with other Tract owners. To determine, prepare, deliver notice of and collect assessments from the Association members for the purpose of the foregoing and to enforce liens for such assessments uncollected, by legal action, if

necessary.

(iv) To maintain Drainage Easements and Roadways ditches; and to impose hunting restrictions which shall be uniformly applicable to all Tracts; and to enunciate a neighborhood crime watch security program or other similar program for the subdivision as a whole.

(v) To bond, if desired, directors, officers and employees of the Association.

IN WITNESS WHEREOF, WALTER-WILLIAM INVESTMENT CO., a Florida corporation, has executed these Restrictive Covenants and Conditions by its proper corporate officer and affixed its corporate seal this 23rd day of July, 1984.

Signed, Sealed and Delivered
in the Presence of:

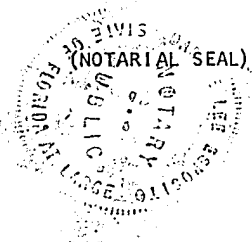
Patricia J. Sutherland
Sarah Lee Esposito

WALTER-WILLIAM INVESTMENT CO.

BY: *W. Wm. Ellsworth, Jr.*
W. WM. ELLSWORTH, JR., President
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF POLK)

THE FOREGOING RESTRICTIVE COVENANTS AND CONDITIONS was acknowledged before me by W. WM. ELLSWORTH, JR., President of WALTER-WILLIAM INVESTMENT CO., a Florida corporation, this 23rd day of July, 1984.



Sarah Lee Esposito
NOTARY PUBLIC - STATE OF FLORIDA
My Commission Expires: 2-9-85

FILED, RECORDED AND
RECORD VERIFIED
E.D. 'Bud' DIXON, Clk. Cir. Ct.
POLK COUNTY, FLA.
BY *Bam* D.G.