

**SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR**  
**MT. OLIVE SHORES**  
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Exhibit “A”    Legal Description of Property

Exhibit “B”    Articles of Incorporation of Association

Exhibit “C”    Bylaws of Association

## ARTICLE I: DEFINITIONS

Section 1. "Amended and Restated Declaration" or "Declaration" shall mean and refer to this Second Amended and Restated Declaration of Restrictions for Mt. Olive Shores.

Section 2. "Articles" means the Articles of Incorporation of the Association, which have been filed with the Office of the Secretary of State of the State of Florida, a current copy of which is attached hereto as **Exhibit "B"**, as amended from time to time.

Section 3. "Assessments" means the annual, special, emergency, and individual assessments levied and assessed against each Lot pursuant to Article V of this Declaration.

Section 4. "Association" shall mean and refer to Mt. Olive Shores Lot Owners' Association of Polk County, Inc., a Florida corporation not for profit, its successors and assigns.

Section 5. "Association Rules" or "Rules" shall mean and refer to the rules and regulations adopted by the Board and approved by the Members, as well as the Architectural Rules adopted by the Board or the Architectural Committee, as amended from time to time.

Section 6. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Section 7. "Bylaws" shall mean and refer to the bylaws of the Association, a current copy of which is attached hereto as **Exhibit "C"**, as amended from time to time.

Section 8. "Class A Motor Home" or "Type A Motor Home" shall mean a self-propelled vehicle that contains the conveniences of a home, including cooking facilities, sleeping quarters and permanent sanitary facilities and in which the driver's area is accessible from an upright walking position from the living quarters, and is built on a commercial truck chassis or a heavy-duty frame fabricated by a Motor Home manufacturer.

Section 9. "Class B Motor Home" "Type B Motor Home" or "Van Conversion" shall mean a self-propelled vehicle built on an automotive van frame. The body section in this type of Motor Home is completed by the manufacturer within the dimensions of a van, but may have a raised roof to provide additional headroom.

Section 10. "Class C Motor Home" shall mean a self-propelled vehicle built on an automobile van frame with an attached cab section. The body section in this type of Motor Home is completed by a manufacturer who constructs the living area and attaches it to the cab section. In this type of Motor Home, the driver's area is not accessible in an upright walking position from the living area.

Section 11. "Common Area" or "Common Areas" shall mean all real property owned by or dedicated to the Association or maintained by the Association for the benefit of the members,

all property and improvements thereon shown on the Plats as common areas, the Surface Water Management System, and specifically including but not limited to:

- A. Tracts A, B, C, and D as depicted on the Phase 1 Plat;
- B. Tracts A, B, C, and D, as well as roadways, utility, and drainage easements, as depicted on the Phase 2 Plat;
- C. Parcel A, as well as roadways, utility, and drainage easements, as depicted on the Phase 3 Plat;
- D. Tracts A and B, as well as roadways, utility, and drainage easements, as depicted on the Phase 4 Plat;
- E. Tracts A and B, as well as roadways, utility, and drainage easements, as depicted on the Phase 5 Plat; and
- F. Any tangible personal property or real property acquired by the Association, if such property is designated as such by the Association.

Section 12. "Common Expenses" means and refers to expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

Section 13. "County" means Polk County, Florida.

Section 14. "Developer" or "Declarant" shall mean and refer to Anchor Investment Corporation of Florida, Inc., a Florida corporation, its successors and assigns.

Section 15. "Double-wide" shall mean a Manufactured Home or Modular Home which is at least sixteen body feet in width in at least one place on the Manufactured Home or Modular Home.

Section 16. "Dwelling" shall mean a Manufactured Home or Modular Home installed on a Lot or Half-lot within Mt. Olive Shores. Owners must obtain the prior written approval of the Board of Directors prior to the placement of the Manufactured Home or Modular Home on the Lot or Half-lot.

Section 17. "Governing Documents" shall mean and refer to this Declaration, the Articles, the Bylaws, and the Rules, all as defined herein and as amended from time to time.

Section 18. "Guest" and/or "Invitee" shall mean a person or entity who has an express or implied invitation from an Owner or Tenant to enter or use a Lot, Half-lot, or Common Area, and who does not pay the Owner or Tenant a predetermined amount of money.

Section 19. "Half-lot" shall mean a parcel of land which is part of, but less than a full Lot and is capable of separate ownership such that each Half-lot which comprises one full Lot may have separate owners.

Section 20. "Improvement" means buildings, roads, driveways, hardscaping, parking areas, and all other structural improvements of every type and kind.

Section 21. "Law" means any statute, ordinance, rule, regulation, or order adopted by the United States, or any of its agencies, or by the State of Florida, or any of its agencies, municipalities, or political subdivisions, applicable to the Property.

Section 22. "Lot" shall mean any Lot shown on any of the Plats.

Section 23. "Manufactured Home" shall mean a residential structure, transportable in one or more sections, built on an integral chassis, designed to be used as a dwelling when connected to the required utilities, and not originally sold as a recreational vehicle, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein.

Section 24. "Member" shall mean and refer to any record Owner of fee simple title to any Lot or Half-lot in Mt. Olive Shores as defined in Article VI of the Articles.

Section 25. "Modular Home" shall mean a residential structure, primarily built in sections in a factory, transportable to a Lot or Half-lot in sections, and then once on the site, installed onto a permanent solid foundation.

Section 26. "Motor Home" shall mean a self-propelled "Motor Home," "private motor coach," or "van conversion" as those terms are defined in Florida Statue Section 320.01(b), subparts 4, 5, and 6, respectively, or as the term "Private Motor Coach" is defined in Article I, Section 30 of this Declaration, and shall be a vehicular unit manufactured by a Recreational Vehicle Industry Association ("RVIA") approved manufacturer and displaying an RVIA seal certifying compliance with RVIA standards which does not exceed the length, height, and width limitations provided in Section 316.515, Florida Statutes and is a self-propelled motor vehicle, primarily designed to provide temporary living quarters for recreational, camping, or travel use. The length, height, and width limitations in said Florida Statute are as follows:

A. The length limitation for a private coach is fifty (50) feet. The length limitation for a Motor Home is forty-five (45) feet.

B. The height limitation is thirteen (13) feet, six (6) inches.

C. The width limitation is one hundred two (102) inches, except that the width of a Motor Home or Private Motor Coach may exceed one hundred two (102) inches if:

- (1) The excess width is attributable to appurtenances that do not extend beyond the exterior rearview mirrors installed on the Motor Home by the manufacturer or the exterior rearview mirror of any towed vehicle; and
- (2) The exterior rearview mirrors only extend the distance necessary to provide the appropriate field of view for the vehicle before the appurtenances are attached.

These terms shall NOT include "truck campers" as defined by Florida Statute §320.01(b)(3) and shall NOT include any vehicles that are mounted on or drawn by another vehicle.

Section 27. "Mount Olive Shores" or "Mt. Olive Shores" shall mean and refer to the subdivision encompassed by the Property as the term is defined herein.

Section 28. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Half-lot within the Property.

Section 29. "Plats" shall collectively mean and refer to the Phase 1 Plat, Phase 2 Plat, Phase 3 Plat, Phase 4 Plat, and Phase 5 Plat.

Section 30. "Private Motor Coach" or "Converted Interstate Bus" shall mean a self-propelled vehicle, the basic frame and body of which were developed for the interstate transportation of people and has been converted or modified into a recreational vehicle having the conveniences of a home, including cooking, sleeping and permanent sanitary facilities. Light local transit or school bus types are not included in this category. Vehicles in this category are typically categorized by having no fewer than three load-bearing axles. Notwithstanding anything in this Declaration to the contrary, vehicles in this category are not required to adhere to Recreational Vehicle Industry Association (RVIA) standards in their conversion or modification or otherwise display an RVIA seal certifying compliance with such standards in order to be properly kept in the Mt. Olive Shores community.

Section 31. "Property" or "Properties" shall mean and refer to that certain real property located in Polk County, Florida and described on the Plats which are attached hereto as **Composite Exhibit "A"**.

Section 32. "Roof Pitch" shall mean, in the context of angle at which the roof plane meets the structure of the Dwelling, the inches of rise per inches of length, expressed as a ratio of rise/length (i.e., a 4/12 Roof Pitch describes a roof that rises four (4) inches for every twelve (12) inches in length.)

Section 33. "Single Family Occupancy" shall mean the occupation or use of a Lot, Half-lot, Motor Home, or Dwelling used as a residence for a single family in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

Section 34. "Surface Water Management System" or "Stormwater Management System" shall mean the system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, in accordance with Chapters 40A through 40E, Florida Administrative Code, as applicable.

Section 35. "Tenant" and/or "Lessee" shall mean a person or entity that is not the Owner and has a possessory interest in a Lot or Half-lot for a period of time, and pays the Owner a predetermined amount of money.

## **ARTICLE II: PROPERTY RIGHTS AND ASSOCIATION**

Section 1. Property Subject to the Declaration. All of the Property has been submitted to this Declaration and each Owner binds himself or herself, and his or her heirs, successors, transferees and assigns, to the covenants, conditions, restrictions, and easements of this

Declaration and any amendments thereto, all of which run with the land and bind the Owners and their successors in title. Membership in the Association shall not be separated or separately conveyed. The Common Areas shall be owned by the Association or owned in common by the Owners.

Section 2. Association. The Association is a corporation with the duties and powers prescribed by Law and the Governing Documents, as amended from time to time, together with such rights, powers and duties as may be reasonably necessary to accomplish the objectives and purposes of the Association. The Association is responsible for the operation, management, maintenance, repair, replacement, construction, and improvement of the Common Areas and all improvements thereon, as well as the Surface Water Management System, as permitted by the Water Management District. The Board shall have the right to enter into contracts on behalf of the Association to carry out its duties for the benefit of the Owners.

Section 3. Mortgage and Pledge. With the approval of at least a majority of the Members present and voting in person or by proxy at a meeting at which a quorum is present, the Board shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions.

Section 4. Conveyance by Association. Subject to the provisions hereof, the Association shall be empowered to delegate or convey any of its functions or Property to any governmental unit, public utility or private party approved by the Board and at least a majority of the Members present and voting in person or by proxy at a meeting at which a quorum is present.

### ARTICLE III: USE RESTRICTIONS

Section 1. Restrictions on Motor Home Owners, Tenants, and Leasing.

A. Restrictions on Owners.

(1) In order to preserve the character of Mt. Olive Shores as a single-family home community for Motor Home enthusiasts, Owners must own or lease a Class A Motor Home or Private Motor Coach in order to purchase a Lot or Half-lot and for the initial three hundred sixty-five (365) day period of residency (“**Qualifying Period**”) and must regularly park such Class A Motor Home or Private Motor Coach on their Lot or Half-lot during this entire Qualifying Period. An Owner who has met this requirement for any Lot or Half-lot and purchases an additional Lot or Half-lot in the future will be deemed to have satisfied this requirement for the newly purchased Lot(s) or Half-lot(s). As used herein, “residency” means the dates on which the Owner occupies and resides on the Lot or Half-lot with their Class A Motor Home or Private Motor Coach. The Qualifying Period begins on the first date the Owner commences residency after acquiring the Lot or Half-lot and ends upon completion of 365 days of residency.

(2) After the expiration of the initial Qualifying Period, the Owner may:



- i. Continue to own or lease a Class A Motor Home or Private Motor Coach;
  - ii. No longer own or lease a Class A Motor Home or Private Motor Coach; or
  - iii. Own or lease any type of Motor Home, as that term is defined in Article I of this Declaration.
- (3) These restrictions apply to all Owners and occupants of a Lot or Half-lot, including occupants of a Lot or Half-lot owned by a corporate entity, trust, or any other form of ownership. The Board of Directors may establish rules and regulations designating the representatives of a corporate entity, trust or other form of ownership who may occupy a Lot or Half-lot for purposes of meeting this residency requirement. Unless otherwise provided by the rules and regulations adopted by the Board of Directors, the following persons may occupy a Lot or Half-lot for purposes of meeting this residency requirement:
- i. A trustee or beneficiary of a trust which owns a Lot or Half-lot;
  - ii. A director or officer of a corporation which owns a Lot or Half-lot;
  - iii. A member of a limited liability company which owns a Lot or Half-lot.
- (4) Family heirs of Members do not need to meet the requirement of the Qualification Period upon the death of a qualified Member.

B. Restrictions on Tenants.

- (1) In order to preserve the character of Mt. Olive Shores as a single-family home Community for Motor Home enthusiasts, all Tenants must own and must regularly park a Class A Motor Home or Private Motor Coach on the Lot or Half-lot during their tenancy. Only single-family occupancy and use of a Lot or Half-lot is permitted.
- (2) For the purposes of this subsection 2, a "Tenant" means and includes any person other than the Owner having exclusive occupancy of a Lot or Half-lot for at least thirty (30) consecutive days for which the Owner receives any consideration or benefit. Those Tenants who occupy Lots or Half-lots owned by corporate entities, trusts, or any other form of ownership shall be subject to these restrictions.

C. Restrictions on Leasing.

- (1) Owners who acquire a Lot or Half-lot after March 16, 2022, may not lease their Lot or Half-lot until they have completed the Qualifying Period. In the event of any dispute as to whether an Owner has completed the Qualifying Period, the decision of the Board of Directors shall be final and binding. If

an Owner leases a Lot or Half-lot during the Qualifying Period in violation of this section, the Owner shall not be permitted to lease the Lot or Half-lot for a period of one year after the termination of any lease entered into in violation of this section.

- (2) No lease or occupancy of a Lot or Half-lot by any person other than the Owner shall be for a period of less than thirty (30) days. Upon leasing a Lot or Half-lot, the Owner shall provide the Board with documentation regarding the address of the leased property, tenants' names and contact information, and the term and date of the lease.
- (3) The use of, or advertising the use of, a Lot or Half-lot, or any improvement thereon, as a hotel, motel, vacation residence, vacation rental, temporary housing for a fee (including via Airbnb or VRBO), or similar lodging of any kind is prohibited.
- (4) From time to time, the Association may adopt and publish written rules and procedures regarding leasing and proof of compliance with the Qualifying Period and other restrictions set forth herein.

Section 2.     Restrictions on Use.

A.     Subdividing Lots or Half-lots. No Lot or Half-lot may be subdivided or used for ingress, egress and/or utility easement purposes without the prior written approval of the Board of Directors.

B.     Occupancy of Lots or Half-lots. Each Lot or Half-lot shall be used exclusively for Single Family Occupancy, and for only those vehicles, homes, dwelling types, and uses permitted in this Declaration, and as specified in PUD zoning approval for the Property and amendments thereto.

C.     Plan Approval. All Manufactured Homes and Modular Homes installed and/or built on a Lot or Half-lot must comply with the requirements of this Declaration and the Governing Documents of Mt. Olive Shores. No Manufactured Homes or Modular Homes shall be altered, constructed, or installed upon any Lot or Half-lot, nor shall any such alteration, construction, or installation be commenced, until the plans have been approved in writing by the Board of Directors.

D.     Year-Round Occupancy. Year-round occupancy will be allowed for Manufactured Homes and Modular Homes only.

E.     Construction Materials for Driveways. etc. All driveways, parking areas, patios and walks shall be constructed of concrete, and the use of gravel or other loose material for these areas is prohibited.

F. Initial Occupancy. No Lot or Half-lot will be inhabited until the concrete driveway has been poured, all utility and other fees paid, and all utilities are connected and operational.

G. Pole Buildings and Building "Type " Restrictions. No pole-type buildings will be allowed. As used herein, a "pole-type building" means a building without sides which consists of poles supporting a top or tarp. Only carports, including motor ports, attached to the primary living unit may have open sides. All other buildings must have completely enclosed sides made of solid and permanent materials.

H. Storage Facilities. Storage facilities may be installed on a Lot or Half-lot, provided that the storage facility is attached to the rear of a motor port, is installed so as to appear to be an integral part of the motor port, and has a height not to exceed sixteen (16) feet as measured from the top surface of the concrete foundation beneath the storage facility.

I. Rear Elevation and Dwelling Appearance.

- (1) Except as set forth below, Lots 43A and Lots 44 through 49 of Phase 1, as well as Lots 15, 16, and 17 of Phase 3, Lots 27 through 33 of Phase 4, and Lots 31 through 51 of Phase 5 are required to have a Dwelling whose rear elevation in all respects has the appearance of a Double-wide rather than having an actual Double-wide installed thereon.
- (2) All other Lots and Half-lots herein may have installed thereon a free-standing Motor Home or Dwelling. Dwellings placed on a Lot or Half-lot shall be new or have the prior written approval of the Board of Directors before such Dwelling is placed, erected or installed on the Lot or Half-lot.
- (3) To qualify as new, the equitable or legal title to such Dwelling cannot have been previously transferred by a manufacturer distributor, importer, or dealer to an ultimate purchaser.

J. Dwelling Size. The minimum size of any Dwelling will be four hundred and eighty (480) square feet unless it is a park model previously approved in writing by the Developer or Board of Directors.

K. Outbuildings:

- (1) Outbuildings located on Lots or Half-lots shall be constructed of new materials and have a minimum floor area of one hundred twenty (120) square feet with a maximum size not to exceed two hundred forty (240) square feet, with a maximum height not to exceed twelve (12) feet. The Outbuilding must be located a minimum of sixty (60) feet from the rear edge of the paved roadway in front of the Lot or Half-lot and must conform to all

setbacks set forth herein or required by any government entity having authority over the Lot or Half-lot.

- (2) Any Outbuildings constructed or installed on a Lot or Half-lot prior to March 27, 2006 shall not be in violation of this provision.

L. Modular Homes. An Owner of a Lot or Half-lot may construct or install a Modular Home on a Lot or Half-lot with the prior written approval of the Board of Directors, provided that such Modular Home is constructed or installed in accordance with the standards set forth in this section, as well as all other terms and provisions of this Declaration and the Governing Documents of Mt. Olive Shores. The following conditions shall apply only to installations of Modular Homes:

- (1) Roof Pitch shall not exceed four twelfths (4/12) [e.g., four (4) inches of rise for every twelve (12) inches in length].
- (2) Foundations shall not exceed forty (40) inches in height as measured from the grade of the street in front of the Lot or Half-lot upon which the Modular Home is proposed to be installed. However, if the Owner demonstrates to the Board of Directors that municipal and/or Polk County building code or flood-plain requirements dictate that an exception to this requirement must be made in order to install a Modular Home, such exception shall be granted by the Board of Directors.
- (3) The portions of the foundations visible to any person within Mt. Olive Shores shall be finished in brick, stone, stucco, vinyl-acrylic or other material that when installed gives the appearance of these materials.
- (4) The Modular Home shall have only a single level of living area.

M. Screened Porches. An Owner of a Lot or Half-lot may construct or install an aluminum or vinyl/acrylic-enclosed screen room, screen-enclosure, or screened porch (hereinafter collectively referred to as a "Screened Porch") on a Lot or Half-lot with the prior written approval of the Board of Directors, provided that such Screened Porch is constructed or installed in accordance with the standards set forth in this section below, as well as all other terms and provisions of this Declaration and the Governing Documents of Mt. Olive Shores.

- (1) All Screened Porches shall be constructed or installed as a permanent structure, of new materials, attached to an existing Outbuilding on the Lot or Half-lot, fabricated with a roof and any solid (i.e., areas of the walls that are not composed of screening material or windows) exterior walls that match the roof and solid exterior walls of the Outbuilding in composition, texture, and color, and set on a concrete foundation. Any areas of the exterior walls of a Screened Porch that are not solid may be composed of metal or vinyl screening material, or vinyl/acrylic windows, or any

combination of the two compositions, and any doors composed of a material matching the primary composition of the Screened Porch.

- (2) All Screened Porches shall be located a minimum of sixty (60) feet from the rear edge of the paved road in front of the Lot or Half-lot and conform to all setbacks set forth herein or by any government entity having jurisdiction over the Community.
- (3) Framing around any areas of the exterior walls of a Screened Porch that are composed of screening material or vinyl/acrylic windows shall be factory extruded aluminum, or any other building material as approved in advance in writing by the Board of Directors.
- (4) The total square footage floor area of a Screened Porch, as measured from the exterior of the Screened Porch, shall not exceed the total square footage of the attached Outbuilding, or two-hundred (200) total square feet of floor area, whichever is the lesser.
- (5) The Screened Porch and the attached Outbuilding shall have one (1) common wall.
- (6) Knee walls (e.g., solid walls, other than the common wall shared with the attached Outbuilding, which do not fully extend to the ceiling of the Screened Porch) shall not exceed twenty-four (24) inches in height as measured from the foundation of the Screened Porch.
- (7) Any siding material (whether vinyl, acrylic, aluminum, wood, hardboard/concrete composite siding, or any other siding-type material) shall not extend for more than fourteen (14) inches above any screening material or vinyl/acrylic windows on any non-gabled sides of a Screened Porch, nor shall any siding material installed above any screening material or vinyl/acrylic windows on a gabled side of a Screened Porch be lower than the top of the screening material or vinyl/acrylic windows on any adjoining sides.

N. Ramps. All ramps shall be constructed in accordance with the Board-approved Architectural Committee procedures and guidelines.

Section 3. Setbacks.

A. No wall of any Manufactured Home or structure, including Outbuildings, shall be placed on a Lot or Half-lot closer than fifteen (15) feet from any right of way line, or fifteen (15) feet from the rear property line, nor seven and one-half (7 1/2) feet from the side property line.

B. The North side of Lots located in Phase 2 which do not comply with the above setback requirements shall not be in violation of this Declaration if the Developer

approved the setbacks for such Lots in writing. Any such authorization that was given after March 1, 2004 must be recorded in the Public Records of Polk County, Florida, and a copy of the authorization provided to the Association within ninety (90) days of Owner's receipt of the newly-recorded document.

Section 4. Garbage. No Lot or Half-lot shall be used or maintained as a dumping ground for trash, garbage, or other waste materials. Trash, garbage, and other waste materials shall be kept only in closed sanitary containers constructed of metal, plastic, or masonry material with sanitary covers tightly attached. Containers for the storage of trash, garbage, and other waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view, and so as not to be seen from the front of the Property. Any other equipment in Mt. Olive Shores for the storage or disposal of trash, garbage, or other waste material shall be kept in a clean and sanitary condition and, except for the dumpsters provided by the contracted trash service, shall be stored out of public view. There shall be no open garbage pits, nor shall garbage or trash be stored or burned in a manner and location so-as to be a nuisance to anyone in the Property. All garbage, landscape debris or excess building materials shall be removed within seven (7) days.

Section 5. Animals and Pets.

A. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or Half-lot; however, common household pets may be kept provided they are not kept or bred for any commercial purposes and such keeping of pets does not violate any local governmental regulations. Common household pets shall be defined to mean dogs, domestic cats, fish, and non-predatory birds.

B. The Board of Directors shall have the right to establish rules and regulations governing pets in Mt. Olive Shores and to construe, modify and further define the term "common household pets." The Board of Directors' definition of such term from time to time shall be binding on the owners and occupants of Mt. Olive Shores.

C. Pets must be under the direct control of their owners or handlers and must be on a leash when they are within Mt. Olive Shores, but outside of any Motor Home, Manufactured Home, or automobile.

D. Pets must have all immunizations and vaccination shots as recommended by the American Veterinarian Association and required by applicable Law. Proof of shots must be shown on request by the Association.

E. Any pet that becomes a nuisance to residents must be removed from the Property within forty-eight (48) hours.

Section 6. Nuisances. No noxious, offensive, or illegal activity of any sort shall be carried on or upon any Lot or Half-lot, nor shall anything be done thereon or anywhere within the Property which may be or become an annoyance or nuisance to any other person in the Property, nor shall any use be made of a Lot or Half-lot that will in any way injure or lower the value of any adjoining Lot or Half-lot or the Property as a whole. All Lots, Common Areas and improvements

thereof shall be used and maintained in accordance with the Governing Documents and applicable Law.

Section 7. Commercial Activity

A. Except as otherwise provided herein, all Lots shall be improved and used only for Single Family Occupancy. No commercial trade or business activity of any kind shall be carried on or upon any Lot or Half-lot.

B. Home businesses shall be permitted on Lots and Half-lots provided such home businesses: (i) are operated in accordance with applicable governmental Law for home businesses in residential districts; (ii) do not generate any pedestrian or vehicular traffic to or from the Lot or Half-lot in excess of that which would customarily be generated by a single family residence which does not include a home business; (iii) no signs advertising said home business; and (iv) do not involve use of the Common Areas.

C. Sale of personal and household items, including vehicles, boats, and items to be sold during a community-wide yard sale or Board-approved estate sale, shall be permitted subject to restrictions adopted by the Board of Directors from time to time, including restrictions as to the type of items that may be sold and applicable signage.

Section 8. Signs.

A. No signs of any kind shall be displayed on any Lot or Half-lot except as provided herein:

- (1) One sign when advertising the property for sale or rent.
- (2) Signs advertising a contractor who is working at any Lot or Half-lot, which may be displayed only while work is being performed by the contractor. Upon completion of this work, the signs must be removed.
- (3) Signs advertising a pest control company may be displayed on any Lot or Half-lot for up to forty-eight (48) hours after the application of a pest control service.
- (4) A sign of reasonable size provided by a contractor for security service may be placed within ten (10) feet of any entrance to the home.
- (5) Signs supporting any political candidate or any issue being presented for a vote by Florida residents may be placed on any Lot or Half-lot not more than sixty (60) days prior to election day and must be removed within three (3) days after the election day.
- (6) Signs celebrating holidays shall be permitted during the appropriate season.

(7) Signs advertising the sale of personal and household items, including vehicles, boats, and items to be sold during a community-wide yard sale, or Board-approved estate sale, subject to restrictions adopted by the Board of Directors from time to time, including restrictions as to the type of items that may be sold, and the size, appearance and location of signage.

(8) Decorative signs (family name signs, etc.) will be allowed at the sole discretion of the Board of Directors.

B. Owners may not place any signs on Common Areas without the prior written approval of the Board.

D. Owners may not place any signs within fifteen (15) feet of the edge of the road in front of any Lot or Half-lot unless permitted by applicable Law.

E. Notwithstanding anything contained herein, signs erected by the Social Club or Board of Directors advertising Community events are permitted.

F. The Board of Directors may adopt rules and regulations regarding the size, height, appearance, materials, location, and display dates and time periods of signage permitted herein.

#### Section 9. Flags.

A. Owners may display in a respectful manner up to three (3) of the following portable, removable flags, not larger than 4 ½ feet by 6 feet:

(1) The United States flag.

(2) The official flag of the State of Florida.

(3) A flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard.

(4) A POW-MIA flag.

(5) A first responder flag. A first responder flag may incorporate the design of any other flag permitted under this paragraph to form a combined flag. For purposes of this subsection, the term “first responder flag” means a flag that recognizes and honors the service of any of the following:

i. Law enforcement officers as defined in F.S. 943.10(1).

ii. Firefighters as defined in F.S. 112.191(1).

iii. Paramedics or emergency medical technicians as those terms are defined in F.S. 112.1911(1).

iv. Correctional officers as defined in F.S. 943.10(2).

v. 911 public safety telecommunicators as defined in F.S. 401.465(1).



- vi. Advanced practice registered nurses, licensed practical nurses, or registered nurses as those terms are defined in F.S. 464.003.
- vii. Persons participating in a statewide urban search and rescue program developed by the Division of Emergency Management under F.S. 252.35.
- viii. Federal law enforcement officers as defined in 18 U.S.C. s. 115(c)(1).

B. Political and decorative flags or banners are permitted excluding anything that would be considered obscene or vulgar, at the sole discretion of the Board of Directors.

C. Flagpoles. An Owner may erect a freestanding flagpole no more than twenty-five (25) feet high on any portion of the owner's Lot or Half-lot as long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the Governing Documents.

#### Section 10. Visual Obstructions.

A. Outside clotheslines of an umbrella type pole construction only may be maintained on a Lot or Half-lot so long as such clotheslines are located at the rear of the Motor Home or Dwelling and stored out of public view when not in use.

B. All appliances and miscellaneous items of personal property are to be housed in an enclosed permanent structure.

C. All homes must be served by underground utilities.

D. No antenna or satellite dish shall be permitted to be placed or installed on any Lot or Half-lot except as required to be permitted by applicable Law, including the Federal Communications Commission (FCC).

#### Section 11. Fencing, Parking, and Vehicles.

A. No fences shall be installed or constructed upon any Lot or Half-lot without the prior written consent of the Board of Directors.

B. No major repairs to vehicles other than emergency repairs are permitted on any Lot or Half-lot or anywhere within the Property.

C. All vehicles, trucks, boat trailers etc., kept on any Lot or Half-lot shall have a current year's license tag and shall be in operative condition.

D. No tractor/trailer or trucks larger than one-ton capacity shall be parked on any Lot or Half-lot or anywhere within the Property, except when such trucks are

performing a commercial delivery service and shall be permitted only for the time required to perform the service.

E. No "travel trailers," "camping trailers," "truck campers," "park trailers," "fifth-wheel trailers," as those terms are defined in Florida Statute Section 320.01(b), may be parked on a Lot or Half-lot except as follows:

- (1) Class A, B, or C Motor Homes and Converted Interstate Buses may be parked on any Lot or Half-lot that has a Dwelling;
- (2) Trailers and recreational vehicles may be parked on a Lot or Half-lot for up to forty-eight (48) consecutive hours for the sole purpose of loading or unloading.

F. No automobile, Motor Home, Converted Interstate Bus, truck, trailer, etc. shall be parked on the grass of any Lot, Half-lot, Common Area or roadway overnight without the approval of the Board of Directors.

Section 12. Guests and Visitors. Guests or visitors of Owners or Tenants may reside in a recreational vehicle on a Lot or Half-lot for a maximum of fourteen (14) days in any Season. "Season" as used herein means that period of time from April 1st to March 31st of the following year.

Section 13. Architectural Control. No structure, or building shall be erected, placed or altered on any Lot or Half-lot without prior approval of the Board of Directors, including but not limited to, Manufactured or Modular home installation, construction of swimming pools, decks, concrete, storage buildings, fences and building additions, ("Improvement").

- A. Drawings and specifications for all Manufactured or Modular home installation, buildings, alterations, and other development of any Lot or Half-lot must be submitted to the Architectural Committee in accordance with procedures adopted by the Board of Directors at least thirty (30) days prior to any installations or Alterations are scheduled to commence.
- B. Such plans shall be reviewed by the Architectural Committee prior to submission to the Board for approval. No Alterations may commence until the Owner receives written approval from the Board. Any plans not approved by the Board of Directors in writing will be deemed disapproved.
- C. The approval of the Board as required by this Section shall be in addition to, and not in lieu of, any approvals, consents, or permits required under the ordinances, rules, regulations or applicable law of the state, county or municipality having jurisdiction over the Property. Owners are solely responsible for compliance with such ordinances, rules, regulations and applicable law."
- D. Any plans submitted for review which do not enable future space on the Lot or Half-lot to support the parking of a Class A Motorhome will not be approved.
- E. No trees or shrubs shall be planted within 15' feet of the edge of the road without prior approval of the Board of Directors.

## ARTICLE IV: MAINTENANCE

### Section 1. Maintenance by Association.

A. Common Areas. The Association shall operate, manage, maintain, repair, replace, improve, construct and reconstruct the Common Areas, waterways, and roadways within the Property and all Improvements thereon, and the costs of the foregoing shall be part of the Common Expenses. The Association may construct, maintain, repair, replace, and improve docks, shelters, fencing, signs, landscaping, cable television/security systems, recreation facilities, a separate clubhouse facility, and other improvements in and to the Common Areas at the discretion of the Board of Directors in accordance with this Declaration and applicable Law.

B. Lots. The Association will establish an overall program and will provide for basic mowing of all Lots and Half-lots.

### Section 2. Maintenance by Owners.

A. Owners shall maintain their Lot and/or Half-lot and all improvements in good condition and repair and in a neat, clean, and clutter free manner, except for mowing as set forth above. Each Owner must repair, replace and maintain the roofs, gutter systems, lawns, shrubs, trees, landscaping, walks, exterior building surfaces, windows, doors, screens, trim, driveways, and other exterior improvements on such Owner's Lot or Half-lot. Owners shall comply with any rules and regulations adopted by the Board of Directors from time to time.

B. If an Owner fails to abide by this requirement or any of the restrictions in this Declaration, the Board of Directors shall be authorized, at their discretion, to enter upon the Lot or Half-lot and make improvements, perform maintenance, or correct any violations at the Owner's expense. The cost of the foregoing, including applicable interest at the maximum legal rate and legal fees and costs shall be assessed as an Individual Assessment against the Owner and the Owner's Lot or Half-lot unless paid by the Owner within fifteen (15) days from the date the Association mails or delivers a notice or demand for payment.

## ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS

### Section 1. Creation of Lien and Personal Obligation of Assessments.

A. Each Owner of any Lot or Half-lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges;
- (2) special assessments;
- (3) emergency special assessments; and
- (4) individual assessments.

Such Assessments to be fixed, established, and collected from time to time as hereinafter provided.

B. All Assessments must be paid in the form of United States funds.

C. The annual assessments, special assessments, emergency special assessments, and individual assessments, together with such interest, late fees, and costs of collection, and reasonable attorneys' fees and paralegals' fees regardless whether suit is filed (including such fees and costs before trial, at trial and on appeal) shall be a charge on the land, and shall be a continuing lien upon the Lot or Half-lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot or Half-lot at the time when the Assessment became due. Except as otherwise expressly provided herein or by applicable Law, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title. Co-owners or joint owners of a Lot or Half-lot shall be jointly and severally liable for the entire amount of the Assessments.

D. Notwithstanding anything to the contrary contained in this Section, the liability of a First Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be limited only as and to the extent required by Section 720.3085, Florida Statutes, as amended from time to time.

E. The Association shall, upon demand, furnish to any Owner liable for an Assessment a certificate in writing signed by an officer of the Association, setting forth whether said Assessment has been paid. The Association may charge a reasonable fee for such certificate. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for (i) the management, operation, maintenance, repair, replacement, and improvement of the Common Area, including all improvements, rights of way and easements, (ii) promoting the recreation, health, safety and welfare of the Owners within the Property, and (iii) the performance and exercise by the Association of its rights, duties and obligations under the Governing Documents.

Section 3. Budget and Annual Assessments.

A. Budget.

- (1) Prior to the end of the Association's fiscal year, the Board of Directors shall adopt a budget for the Association of the estimated costs of operating the Association and paying the Common Expenses, including but not limited to: (i) costs of maintenance, management, operation, repair and replacement of the Common Area, and those parts of the Lots and Half-lots for which

the Association has the responsibility of maintaining under the Governing Documents, (ii) the cost of wages, materials, insurance premiums, taxes, utilities, services, and supplies for the maintenance and repair of the Common Area and the general operation of the Association, (iii) the amount required to provide the services required under the Governing Documents, and (iv) such amounts as may be necessary to provide general operating reserves and reserves for contingencies and replacement.

- (2) Each Owner shall be assessed and shall pay its proportionate share of the annual budget as established by the Association. The annual Assessment shall be equal on all Lots. Owners of Half-lots shall pay one-half (1/2) of such annual Assessment for each Half-lot owned.
- (3) The Board of Directors shall fix the date of commencement and the amount of the annual Assessment against each Lot or Half-lot for each assessment period at least thirty (30) days in advance of such period.
- (4) Notwithstanding anything to the contrary, in the event the Board of Directors fails to prepare and adopt a new budget for any forthcoming year, the last Association budget in effect shall be deemed approved and shall satisfy the requirements of this Declaration, the Articles, and Bylaws.
- (5) The annual and special assessments shall be fixed at a uniform and equal rate for all Lots, and Owners of Half-lots shall be assessed and shall pay one-half (1/2) of such annual or special Assessment for each Half-lot owned.

B. The Annual Assessment may be increased each year without a vote of the Members by the annual percentage adjustment in the Consumer Price Index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics, as stated in the U.S. City average of all items (and any successors as may be established from time to time), as measured from November of the previous year to November of the year immediately preceding the year for which the budget is written, plus two (2%) percentage points.

C. The Annual Assessment may be increased by an amount greater than the CPI plus 2%, by a vote of a majority of the Members who are present and voting in person or by proxy at a meeting duly called for such purpose where a quorum is established. If the annual Assessment proposed by the Board which exceeds CPI plus 2% is not approved by the Members, then a new budget consisting of the prior year's annual Assessment increased by the CPI plus 2% may be approved by the Board of Directors.

D. The annual Assessments provided for herein shall be due and payable in advance annually, semi-annually or in equal quarterly installments on the first day of such period, as may be determined by the Board. The foregoing annual Assessment is in addition to any and all other Assessments and other financial obligations which any Owner may have to the Association.

E. After one or more reserve accounts are established, the membership of the Association, upon a majority vote at a meeting at which a quorum is present, may agree to waive or reduce the funding of any reserve account for the applicable fiscal year. If a meeting of the Members has been called to determine whether to waive or reduce the funding of reserves and such result is not achieved or a quorum is not present, the fully funded reserves as included in the budget go into effect. Any vote taken pursuant to this section to waive or reduce reserves is applicable only to one budget year.

F. No interest shall be paid, due or payable by the Association to the Owner on any Assessment. The Association shall have the right to place the Assessments in an interest-bearing account or instrument and any interest earned thereon shall belong to the Association to be used for Association purposes.

Section 4. Special Assessments. In addition to the Annual Assessments authorized by Section 3 hereof, the Association may levy in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected maintenance, repair or replacement of any capital improvement upon or any part of the Common Area, including the necessary fixtures and personal property related thereto, or for any other lawful Association purpose. Any such assessment shall have the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting called for this purpose where a quorum has been established. Special Assessments shall be levied in the same manner and rate as annual Assessments and shall be paid in a lump sum or installments and on such dates as determined by the Board of Directors.

Section 5. Emergency Special Assessments. In addition to the Annual Assessments levied pursuant to Section 3 above, the Board of Directors may levy an Emergency Special Assessment, in such amount as it determines, for the purpose of covering the cost associated with any emergency or for any budget deficits of the Association, as determined by the Board of Directors in its sole discretion. Emergency Special Assessments shall be levied in the same manner and rate as annual Assessments and shall be paid in a lump sum or installments and on such dates as determined by the Board of Directors.

Section 6. Quorum for any Action Authorized Under Sections 3.C and Section 4. The quorum required for any action authorized by Section 3.C and Section 4 hereof shall be as follows:

A. At the first meeting called, the presence at the meeting of Members entitled to cast thirty percent (30%) of all the votes of the membership shall constitute a quorum ("First Quorum").

B. If the First Quorum is not met, another meeting may be called, at which the required quorum shall be fifteen percent (15%) of the votes of the membership. Such subsequent meeting shall be held no more than sixty (60) days following the preceding meeting.

Section 7. Estoppel Certificates. The Association shall, upon demand at any time, furnish to any Owner liable for Assessments, a certificate in writing signed by an officer of the

Association, setting forth whether said Assessments have been paid. Such certificate shall be conclusive evidence of payment of Assessments therein stated to have been paid.

Section 8. Effects of Nonpayment of Assessments.

A. Any Assessment, or any installment of an Assessment, not paid within thirty (30) days after the Assessment, or the installment of the Assessment, first became due shall bear interest from the due date at the maximum rate of interest permitted by law per annum, and shall have added to such Assessment or installment an administrative late fee in an amount to be determined by the Board of Directors. Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment.

B. Any Assessment, or any installment of an Assessment, which is delinquent shall become a continuing lien on the Lot or Half-lot against which such Assessment was made. The Assessment Lien may be placed of record by recording a Notice or Claim of Lien. Any recorded Claim of Lien shall secure all unpaid Assessments that are then due and that may accrue subsequent thereto and before the entry of a certificate of title, as well as interest, late charges and reasonable costs and attorneys' fees incurred by the Association incident to the collection process.

C. The Assessment Lien shall have priority over all liens or claims created subsequent to recording of the Declaration except for (i) liens for ad valorem real property taxes and assessments on the Lot or Half-lot, and (ii) the lien of any First Mortgage (provided, however, that upon the sale or transfer of a Lot or Half-lot pursuant to a mortgage foreclosure or deed in lieu thereof, the Assessment Lien may be extinguished only to the extent provided in Section 9 below and Section 720.3085, Florida Statutes, and not the Assessments themselves, which shall continue to be the obligation of the Owner of the Lot or Half-lot, including any successor Owner).

D. The Association shall have the right, at its option, to enforce collection of any delinquent Assessments together with late charges, interest, lien recording fees, collection costs, attorneys' and paralegals' fees and any other sums due to the Association in any manner allowed by law including, but not limited to, (i) bringing an action at law against the Owner personally obligated to pay the delinquent Assessments or (ii) bringing an action to foreclose the Assessment Lien against the Lot or Half-lot in the manner provided by law for the foreclosure of a realty mortgage.

E. The personal obligation of the Owner to pay such assessment, however, shall remain the Owner's personal obligation as well as subsequent Owners, as more particularly set forth in Section 1 hereof.

Section 9. Subordination of the Lien to Mortgages. The Assessment Lien shall be subordinate to the lien of any First Mortgage, except as otherwise provided in Section 1 and Section 8 above. The sale or transfer of any Lot or Half-lot shall not affect the Assessment Lien

except that the sale or transfer of a Lot pursuant to judicial foreclosure of a First Mortgage or the transfer of the Lot or Half-lot to the holder of the First Mortgage by deed in lieu of foreclosure shall extinguish the Assessment Lien as to payments which became due prior to the sale or transfer to the extent required pursuant to Section 720.3085, Florida Statutes. However, in such event, only the Assessment Lien shall be extinguished and only to the extent required pursuant to Section 720.3085, Florida Statutes, upon the sale or transfer of the Lot or Half-lot pursuant to such a mortgage foreclosure or deed in lieu thereof, and not the Assessments themselves, which shall continue to be the obligation of the Owner of the Lot or Half-lot, including any successor Owner. No sale or transfer shall relieve the Lot or Half-lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 10. Exemptions. No Owner of a Lot or Half-lot may exempt themselves from liability for Assessments or other amounts which he or she may owe to the Association by waiver and non-use of any of the Common Areas or by the abandonment of their Lot or Half-lot. Any Lots or Half-lots owned by the Association shall be exempt from payment of Assessments.

Section 11. Individual Assessments. Any fine and any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of the Governing Documents, or by contract expressed or implied, or because of any act or omission of any Owner or Person for whom such Owner is responsible (including, without limitation, guests, family members, invitees, agents, insurers, contractors or sub-contractors), including but not limited to any costs incurred by the Association in the maintenance and repair of such Owner's Lot or Half-lot, may be assessed by the Association against such Owner's Lot or Half-lot if such Owner fails to pay such amount within thirty (30) days after written demand.

## **ARTICLE VI: MEMBERSHIP AND VOTING**

Section 1. Membership in the Association shall be limited to record Owners of Lots and Half-lots, who shall remain a Member of the Association until such time as his or her ownership ceases. In no event shall any mortgagee or other party holding any type of security interest in a Lot or any improvement thereon be a Member of the Association, unless and until any of said parties obtains or receives fee simple title to such Lot or Half-lot.

Section 2. Membership in the Association shall be appurtenant to each Lot or Half-lot and shall not be transferred, pledged or alienated in any way, except upon the sale of a Lot or Half-lot and only then to such Purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer shall be void and shall not be reflected in the books and records of the Association.

Section 3. At any meeting of the Members, each Lot is entitled to one vote and each Half-lot is entitled to one-half vote.

Section 4. When more than one person is the Owner of any Lot or Half-lot, all such persons shall be Members. In the case of a Lot or Half-lot where fee simple title is vested in a trustee pursuant to a written trust agreement, the beneficiary or beneficiaries entitled to possession shall be deemed to be the Owner, and all such persons shall be Members. In no event shall more than one ballot be cast with respect to any such Lot or Half-lot, and fractional votes shall not be



allowed. In the event that joint Owners are unable to agree as to how their vote shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a ballot, the Owner shall be conclusively presumed to be acting with the authority and consent of all other Owners of the same Lot or Half-lot. In the event more than one ballot is cast for a particular Lot or Half-lot, none of said votes shall be counted and said votes shall be deemed void.

## **ARTICLE VII: OTHER REGULATIONS**

Section 1. Owners shall have the responsibility of meeting and complying with all governmental regulations, requirements and Laws applicable to their Lot or Half-lot and the use thereof.

Section 2. All Lots or Half-lots shall utilize and be separately metered for public water, sewer, and electric services available, and each Owner shall be solely responsible for all deposits, fees, meter charge, and other charges occasioned by the use thereof. The cost of water, sewer, and electric service to the Common Areas shall be a Common Expense of the Association.

Section 3. Owners shall not obstruct any drainage flow on the Property nor fill or obstruct any waterways.

Section 4. Owners may construct a dock within their own Lot or Half-lot not extending more than eight (8) feet from their original high-water mark into the waterway. The Association makes no representation as to any approval or permitting that may be required by the Southwest Florida Water Management District or any other governmental agency. The Owner is solely and exclusively responsible for ensuring that any dock constructed on the Owner's Lot or Half-lot is constructed, maintained, and used in accordance with the requirements of Southwest Florida Water Management District and applicable Law.

Section 5. Mt. Olive Shores is serviced by a County street lighting district and thus the Lots and Half-lots are or may be subject to a taxing district for same and shall pay all taxes and assessments imposed from time to time by any such taxing district.

## **ARTICLE VIII: CONSTRUCTION**

The Article and Section headings in this Declaration are not a part of the context thereof, but merely labels to assist in locating and reading those several sections and subsections, and shall be ignored in construing this Declaration. In the event of any conflict or inconsistency between this Declaration, the Articles, and/or the Bylaws, the provisions of this Declaration shall control over the provision of the Articles and the Bylaws and the provisions of the Articles shall prevail over the provisions of the Bylaws.

The Board shall have the right, except as otherwise limited herein, to determine all questions and to construe and interpret all provisions of this Declaration, and its determination, construction, or interpretation shall be final and binding. The provisions of this Declaration shall be interpreted in accordance with the general plan of development for the Property.

## ARTICLE IX: ENFORCEMENT AND MODIFICATION

### Section 1. Enforcement.

A. The Association or any Owner shall have the right to enforce, including by any proceeding at law or in equity, the terms and provisions of this Declaration, the Governing Documents, and any amendment thereto. Failure by the Association or any Owner to enforce the same shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action to enforce this Declaration or any of the Governing Documents shall be entitled to recover all cost of enforcement, including but not limited to attorney's fees and costs incurred pre-suit, before trial, at trial, and on appeal.

B. Fines and suspensions. The Association may suspend the right to use the Common Areas and may levy reasonable fines for violations of the Governing Documents against any Member or any Member's tenant, guest, or invitee for the failure of the Member or the Member's tenant, guest, or invitee to comply with any provision of the Governing Documents. A fine may not exceed \$100 per violation except that a fine of up to \$100 per day may be levied for each day of a continuing violation up to 10 days or \$1000 in the aggregate.

- (1) A fine or suspension levied by the Board may not be imposed until the Board provides at least 14 days' notice to the person to be fined or suspended and a hearing before a committee of at least three Members appointed by the Board. The notice must include a description of the violation, the action required to cure the violation, and the date and location of the hearing. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board.
- (2) If the fine is approved by the committee, the fine payment is due not less than 5 days after notice of the fine is provided to the person to be fined. A fine of \$1,000 or more shall be secured by a lien on the affected parcel in favor of the Association and shall be assessed as an Individual Assessment against the Owner and the Owner's Lot or Half-lot and collected in the manner provided in Article V. In any action to recover a fine, the Association is entitled to collect its reasonable attorney's fees and costs.

C. Abatement. In addition to other enforcement rights, the Association shall have the right to cure or remove a breach of this Declaration and shall be entitled to recover all costs incurred in doing so. The Association, or its authorized agents, are hereby granted an easement to enter a Lot or Half-lot to correct or remove a violation at the expense of the Owner. Except in an emergency, the Association shall provide the Owner with at least 24 hours prior notice of its intent to enter the Lot or Half-lot to correct or remove a violation. All expenses incurred by the Association, including reasonable attorney's fees, and any fines imposed as a result of the violation, shall be assessed as an Individual Assessment against the Owner and the Owner's Lot or Half-lot which shall be collected in the manner provided in Article V. The Association is not required to exercise the right to cure prior to electing any other enforcement option and the Board may elect to proceed with another

enforcement option, including, but not limited to, pursuing an action for injunctive relief, prior to or in lieu of exercising the right to cure, for safety, cost or any other reason determined by the Board.

D. The Association's enforcement rights herein and subject to this Declaration and Florida law are not exclusive and may be imposed simultaneously, consecutively, or in any order or manner deemed appropriate by the Board.

Section 2. Construction. The invalidation of any one of the covenants, conditions, restrictions, or rules and regulations by judgement or order of court will in no way affect any of the other covenants, conditions, restrictions, or rules and regulations, and such other covenants, conditions, restrictions, or rules and regulations shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended by the affirmative vote of at least seventy-five percent (75%) of the votes cast by Members voting in person or by proxy at a meeting of Members called and noticed in accordance with the By-Laws, where a quorum is established. Any such amendment shall take effect immediately upon recordation.

Section 4. Rules and Regulations. The Board may, subject to the provisions of this Declaration, adopt, amend and repeal Association Rules with the approval of a majority of members present and voting at a meeting at which a quorum is present. The Association Rules may restrict and govern the use of any area by any Owner or by any invitee, licensee or lessee of such Owner, except that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration or applicable Law.

## **ARTICLE X: COMMON AREA USAGE**

Section 1. All Owners shall have the right and easement to use and enjoy the Common Areas and common improvements, as well as all lakes and waterways and recreation facilities within Mt. Olive Shores, for their intended purposes only and subject to this Declaration and any Rules adopted by the Association. The Owner's easement is subject to the following provisions:

A. The right of the Association to suspend the voting rights of a Member who is more than ninety (90) days delinquent in the payment of any Assessment for any period during which such Member remains delinquent.

B. The right of the Association to suspend the right of a Member who is more than ninety (90) days delinquent in the payment of any Assessment, and the Member's tenants, guests and invitees, to use the Common Areas for any period during which such Member remains delinquent.

C. The right of the Association to suspend the right of a Member (and such Member's tenants, guests, or invitees) to use the recreational facilities due to violation of the Governing Documents, following 14 days' notice and a hearing before the covenant enforcement committee.

D. The right of the Association to regulate the use of the Common Area through the Association Rules and to prohibit or limit access to such portions of the Common Area, such as landscaped right-of-ways, not intended for use by the Owners.

Section 2. If a Lot or Half-lot is leased by the Owner thereof, the tenant and the members of his family residing with such tenant pursuant to the lease shall have the right to use the Common Area during the term of the lease, and the Owner of such Lot or Half-lot shall have no right to use the Common Area until the termination or expiration of such lease, except for the portion of Common Areas that must be used to provide access or utility services to the Lot or Half-lot.

Section 3. No Owner shall alter, damage or destroy any Common Area or interfere with the Association's activities in connection with the Common Area. Nothing shall be stored on or in the Common Area without prior written approval of the Board. An Owner shall be liable for any expenses, including attorney's fees, incurred by the Association due to any act or omission by the Owner, including any costs to repair or replace any part of the Common Area or remove any unauthorized alterations, modifications, or improvements, and such amounts shall be assessed as an Individual Assessment, secured by a lien against the Owner's Lot or Half-lot, and enforced and collected in the manner provided in Article V of this Declaration.

Section 4. The Association shall have easements over, under and upon all Lots, Half-lots, and Common Areas for the purpose of operating and maintaining the Surface Water Management System and whenever such action may appear to be necessary to maintain reasonable standards of health, safety and/or appearance, provided that any such action is in compliance with any permit issued by the Southwest Florida Water Management District.

Section 5. The Association has and retains perpetual, non-exclusive easements throughout the Property, including Lots, Half-lots and Common Area, as necessary or reasonable to carry out its duties and responsibilities provided in the Governing Documents and Florida law.

#### **ARTICLE XI: MANUFACTURED HOME INSTALLATIONS**

Unless otherwise approved by the Board of Directors, within thirty (30) days of placement on a Lot or Half-lot, all owners of Manufactured Homes shall have the hauling tongue and wheels removed and skirting installed on all sides and shall affix hurricane straps and permanent steps. All additions, Outbuildings, and skirting shall be constructed of new materials intended for that purpose.

#### **ARTICLE XII: DRAWING WATER**

There shall be no drawing of water from the waterways of Mt. Olive Shores for irrigation or any other purpose. Public water provided via installed and connected utilities must be used for all water-consumption purposes, including irrigation.