

Prepared by:

James L. Livingston, Esquire  
LIVINGSTON AND LIVINGSTON  
445 South Commerce Avenue  
Sebring, Florida 33870  
(863) 385-5156



**DECLARATION OF RESTRICTIVE COVENANTS**  
**FOR**  
**CLOVERLEAF TRAILS**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**, is made this 11<sup>th</sup> day of July, 2006, by **CLOVERLEAF TRAILS, INC.**, a Florida corporation (the "Developer") or ("Declarant"), owner of all the right, title, and interest, both legal and equitable, in and to certain lands known as **CLOVERLEAF TRAILS** and being more particularly described on attached Exhibit "A" (hereinunder, together with any additional lands made subject to this Declaration, the "Property").

**ARTICLE I**  
**Definitions**

Section 1. "Association". Association shall mean and refer to Cloverleaf Trails Homeowners Association, Inc. a not-for-profit Florida corporation, its successors and assigns established for all phases of Cloverleaf Trails. The "Board of Directors" of the Association shall be the elected body having its normal meaning under Florida corporation law.

Section 2. "Owner". Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation. The term "Owner" shall also include the Declarant.

Section 3. "Property" or "Properties". Property or Properties shall mean and refer to that certain real property described above as set forth in Plat Book 16 Page 87 of the Public Records of Highlands County, Florida.

Section 4. "Common Areas". Common Areas shall mean all real property owned by the Association, or easement rights granted to the Association to be used and enjoyed equally by all lot owners, including any portion of the platted subdivision that is designated as a retention area for the purposes of holding storm and drainage water. The Association shall operate and maintain the surface water management system facilities, if any. The surface water management system facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Association shall have an easement and/or license of entry over any lot for the purposes of maintenance of drainage easements, drainage retention areas, and/or surface water management facilities within the

Subdivision. Common areas shall also mean street lighting and any other areas referred to as common areas on the plat. The Association shall not have the obligation to mow any restrictive areas.

Section 5. "Lot". Lot shall mean and refer to the plot of land shown upon the Plat of the Development for all phases or upon the plat of additional properties subject to this Declaration or in the Development, with the exception of the Common Area.

Section 6. "Declarant". Declarant shall mean and refer to the Cloverleaf Trails, Inc., a Florida corporation, or its successors and assigns if such successors or assigns would acquire more than a majority of the remaining undeveloped Lots owned by the Declarant for the purpose of development, and notice of such transfer is made in writing from Cloverleaf Trails, Inc. to the Association.

Section 7. "Development". Development or subdivision shall mean Cloverleaf Trails.

Section 8. "Maintenance". Maintenance shall mean the exercise of reasonable care and keeping the Common Area in acceptable condition. The Association is responsible for the operation of maintenance of the surface water management system facilities. The operation, maintenance, and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

## **ARTICLE II**

### **Property Rights**

Section 1. **Owner's Easements of Enjoyment**. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and easements hereof which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(A) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated in the Common Areas or easement.

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

(C) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. **Equestrian Easement**. There is hereby reserved to the Declarant, the Association, and to each Lot Owner, an equestrian easement to, over and along the roadways contained within the development for equestrian uses. The equestrian easement as so designated

on the plat of the development, may be used by the Declarant, Lot Owners and permitted users for horseback riding and related equestrian activities, subject to such reasonable rules, regulations and restrictions for such use as may be promulgated by the Association. "Permitted Users" shall mean – owners and their family members, employees, guests and invitees. Any user of the equestrian easement, by virtue of using the easement reserved herein, agrees to indemnify and hold harmless Declarant, Association and any other Lot Owner, from any and all claims, damages, causes of action, suits or other such matters arising out of, or related to, the user's use of the easement herein, or the presence on the Property which is subject to this easement. All such users accept the risk of, and responsibility for, injuries, claims, and damages arising out of activities of the kind and nature contemplated hereby. Without limiting the foregoing, each Owner, by acceptance of a Deed to a lot, agrees, prior to making use of, or permitting any guest, invitee or other permitted user to make use of the equestrian easement, to execute or cause said third party to execute a written waiver or release in a form approved by the Association as a precondition to use of the equestrian easement. Any user of the equestrian easement, by use thereof, acknowledges receipt of the following warning:

**WARNING:  
UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE  
PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH  
OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE  
INHERENT RISKS OF EQUINE ACTIVITIES.**

Section 3. **Amendment**. This Article II Shall not be amended without the written consent of Declarant so long as the Declarant owns any of the Property.

### **ARTICLE III Members and Voting Rights**

Section 1. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Each Class A member of the Association as defined below shall have one vote, except when more than one person holds an interest in a lot. In such event, the one vote for that lot shall be exercised as its owners determine. In no event shall more than one vote be cast by Class A members with respect to any one lot.

The Association shall originally have two classes of members (Class "A" and Class "B").

(a) **Class "A"**. Class "A" members shall be all those owners as defined in Article 1, Section 2 with the exception of the Declarant.

(b) **Class "B"**. Class "B" members shall be the Declarant. The Class "B" member shall be entitled to three votes for each lot in which it holds the interest required for membership by Article 1, Section 2. Unless expressly relinquished by the Declarant, the Declarant shall have

the right to elect or appoint all members of the Board of Directors until title to 90% of all lots has been conveyed by the Declarant.

After the Declarant has conveyed title to 90% of all lots, the Members, other than the Declarant, shall have the right to elect or appoint a majority of the Board of Directors of the Association and the Declarant shall thereafter only be entitled to one vote for each lot it continues to own. However, the Declarant shall continue to be entitled to elect or appoint at least one member of the Board of Directors as long as the Declarant holds title to at least 5% of all lots.

Section 3. Turnover shall be made within ninety (90) days and the Declarant shall no longer have the right to elect or appoint all of the Board, the members shall assume control of the Association and the Association shall conduct a Special Meeting of the Membership (the "turnover" meeting) for the purpose of electing the Board of Directors.

#### **ARTICLE IV** **Rights and Obligations of the Association**

Section 1. **Common Area**. The Association shall be responsible for the exclusive management and control of the Common Area and all improvements thereon and shall keep such Common Area and improvements well maintained, in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions of this Declaration and the Bylaws of the Association.

Section 2. **Services**. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association may determine to be necessary or desirable for the proper operation of the Common Area and/or the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with its operations or the enforcement of this Declaration.

Section 3. **Personal Property and Real Property for Common Use**. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board of Directors, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests located within the Property or additional lands conveyed to it by the Declarant.

Section 4. **Implied Rights**. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

**ARTICLE V**  
**Covenant for Maintenance Assessments**

Section 1. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant, and agrees to pay the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the 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 person who was the Owner of such Lot at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Every mortgagee shall not be obligated to collect assessments.

Section 2. **Purpose of Assessments.** The assessments levied by the Association shall be used to promote the health, safety, and welfare of the residents in the Development and for the improvements and maintenance of the Common Area. Without limitation, the assessments shall also be used to maintain surface water management system facilities, systems, pumps, and other improvements on the Common Area, retention areas, buffer zones, entrances, landscaped islands, medians, and all other dedicated areas within the Development. Additionally, the assessment shall be used to maintain roads, directional signs, informational signs identifying the subdivision, sign lighting, and utilities within the Property in order to improve or maintain the property values within the Development.

Section 3. **Maximum Annual Assessments & Declarant's Obligations to Pay.**

(a) The annual homeowner assessment shall be assessed for the period January 1 through December 31 of each year, and shall be \$500.00 through December 31, 2006. In order to ensure adequate funding, it shall be collected in full and shall not be prorated as of the date of closing of any initial lot sale from the Declarant to any Owner.

(b) The initial maximum annual assessments thereafter against Owners other than Declarant shall be \$500.00 per Lot. Declarant shall not be responsible to pay any assessment for Lots owned by Declarant unless a permanent dwelling has been constructed on such Lot, Declarant shall commence paying an annual assessment for each Lot owned by Declarant on which a permanent dwelling is constructed as of January 1 of the year following completion of construction. Declarant shall pay its prorata share of any amounts necessary in excess of the assessments under this article to pay for the maintenance of the Common Areas, as required by Article IV hereof.

The Board of Directors shall notify the Owners in writing of the annual assessment for the coming year, and the full amount of said assessment shall be due and payable in advance for the coming year by the Owners to the Association prior to December 31. During such time(s) that

Declarant is not obligated to pay an annual assessment, the total expenses of the Association incurred for the purposes set forth herein shall be paid from the annual assessments received by the Association from Owners other than Declarant. During such time(s) any difference in the amount of total expenses of the Association and the amount collected from Owners other than Declarant shall be paid by Declarant. There shall be no special assessments for capital improvements until Declarant begins paying assessments for Lots owned by Declarant. At any time Declarant may elect to pay assessments for each Lot owned by Declarant rather than pay the difference between the amount collected by the Association and the total expenses of the Association.

(d) For the year beginning January 1, 2007, and thereafter, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year by a majority vote of the Board of the Association, without a vote of the membership.

(e) For the year beginning January 1, 2007, and thereafter, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

(f) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum stated herein.

Section 4. **Computation of Assessment.** On or prior to November 1 of each year it shall be the duty of the Board of Directors of the Association to prepare and adopt a budget covering estimated costs of operating the Association for the coming calendar year, which budget shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The budget shall become effective unless disapproved at a meeting by the majority of the Owners of all phases of the Development within thirty (30) days of adoption of the budget by the Board. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 5. **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 costs of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area of the Development, including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. **Notice and Quorum for Any Action Authorized Under Sections 3 and 5.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 5 shall be sent to all members of the Association not less than fifteen (15) days nor

more than thirty (30) days in advance of the meeting. At such meeting the presence of members or of proxies entitled to cast a majority of all votes of all classes of membership shall constitute a quorum.

Section 7. **Equal Rate of Assessment.** Both annual and special assessments must be fixed at an equal rate for all Lots (not dependent on the size, location or acreage of any Lots) and may be collected on an annual basis.

Section 8. **Date of Commencement of Annual Assessments.** The annual assessments provided for herein shall commence on platting. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. **Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law or equity against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein for non-use of the Common Area or abandonment of his Lot. All payments shall be applied first to costs and attorneys' fees, then to late charges, then to interest, then to delinquent assessments, and then to any unpaid installments of the annual assessments or special assessments which are not the subject matter of suit in order of their coming due.

Section 10. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment of lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any of the proceeding which shall extinguish the assessment lien on such Lot by such sale or transfer shall not relieve such Lot Owner from liability for any assessments due for any other assessment thereafter becoming due or from a lien therefor.

Section 11. **Mortgagees.** Mortgagees are not required to collect assessments.

## **ARTICLE VI**

### **Architectural Control**

No residence, building, mailbox, fence, wall, or other structure shall be commenced, erected, painted, or maintained upon the Properties, nor shall any exterior addition to, change, alteration, or repair (other than repairs restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated Committee fails to approve or disapprove such design

and location within fifteen (15) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All new construction must be fully completed within 365 days from the date of commencement of construction.

## **ARTICLE VII**

### **Use Restrictions**

Section 1. **Violation**. If any person claiming by, through, or under Declarant, or his successors or assigns, or any lot owner, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant, the Association, or any Lot Owner to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including actions to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other monies for such violations. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees. Invalidation of any of these covenants by judgment of court order shall in no manner affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

Section 2. **Residential Lots**. All Lots included within the real estate to which these restrictions pertain shall be used as residential Lots. No lot may be used except for residential purposes and for purposes ancillary thereto. No manufacturing or commercial enterprise of any kind, nor any enterprise for profit shall be maintained or conducted upon any lot within the subdivision. No structure shall be erected, altered, placed, or permitted to remain on any of the said Lots, other than one single-family dwelling unit not to exceed thirty-five (35) feet in height, nor contain less than 2,000 square feet of living area.

For purposes of this paragraph, all square footage shall be measured by the outside dimensions exclusive of garage, screened or unscreened porches, patios, deckings, and covered walkways, breezeways, and approaches. All dwelling units shall have an attached garage adequate for at least two (2) automobiles. All garages shall be equipped with a movable garage door. No garage shall face the front of any residential structure and must provide for a side or rear entrance. No Owner shall be permitted to construct an attached garage for any use other than use as a garage including but not limited to, its use as living space. "Use as a garage" shall include all customary noncommercial domestic use, to include but not limited to, use as, vehicle and household item storage, hobby and workshops, and related domestic use. All construction shall be conventional on-site, site built, construction, consisting of new materials. No fabricated, modular or manufactured homes shall be permitted on any lot. The exterior of all dwelling units shall have a decorative finish on all four sides, and no exposed or painted concrete block shall be permitted. No dwellings in the nature of geodesic domes, stilt homes, underground homes, modular homes, or mobile or manufactured homes, shall be allowed on any lot. All ground areas (on all lots) not covered by the dwelling unit or landscaped plant beds shall be fully covered in grass. No lot shall be used for ingress and egress or utility easements to serve an adjacent lot unless prior written approval of the Declarant is obtained.



All lots shall be of a minimum size of five (5) acres and no lot shall be subdivided.

Section 3. **Setback.** Every structure constructed on any lot shall have a front set back from any road right of way of a minimum of 100 feet, side set backs of a minimum of 30 feet and rear set backs from the rear property line of a minimum of 50 feet. Further, no structures other than a fence shall be located upon any lot which are not in compliance with the set back requirements approved for the property by Highlands County, Florida. For purposes hereof, structure shall have the same meaning and interpretation as defined by the Highlands County, Florida building code and as interpreted by the Highlands County Building Department.

Section 4. **No Offensive Activity.** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which constitutes a public nuisance. In addition, the discharge of firearms shall not be permitted on any part of the Property.

Section 5. **Barns, Outbuildings and Temporary Structures.** Unless otherwise specifically allowed or permitted under these covenants, no outbuilding, trailer, tent, shack, garage, playhouse, toolhouse, doghouse, or other outbuilding shall at any time be placed temporarily or permanently upon the property. A single structure for the combined purposes of a barn, stables or workshop shall be permitted as long as the barn/stables/workshop structure is architecturally compatible to the dwelling house, is located to the rear of the residential structure, and the plans and specifications therefor have been otherwise approved by the Architectural Committee in accordance with Article VI. Vehicles, mowing equipment, and tractors may be stored in such structures.

Section 6. **Fences.** Each Lot Owner shall erect exterior fencing ten feet from each road right of way within the development and along the exterior property line of any lot on the outer edge of the development. Such fencing shall be erected simultaneously with the construction of any residential structure on the Lot Owner's respective lot and shall be of a uniform color determined by the Architectural Control Committee and of a "four board" design. Further, all such fencing shall be structurally sufficient to safely maintain horses. Interior fences between two lots need not be of four board design but must be constructed of material structurally sufficient to safely maintain horses. No horses shall be permitted upon any lot until such lot is fully fenced with fencing structurally sufficient to safely maintain the same. No fence, hedge, or like obstruction located on any Lot shall be higher than six (6) feet. All fences, walls, hedges, or like obstructions so constructed or grown shall be constructed from new materials, but shall not use barbed wire or hog wire. All fences, walls, and hedges shall be neatly maintained whereas to be in keeping with the neighborhood and shall not obstruct the natural or constructed drainage flow or water management system of the Property. All fences must be approved by the Architectural Control Committee or Board of Directors in accordance with Article VI prior to installation thereof.

Section 7. **Aerials; Antennas.** Exterior radio aerials, television or cable antennas, shall not be attached to the front or side of any dwellings, but, if used, shall be located at the rear thereof. Additionally, no television antennas shall be extended to a height of more than fifteen (15) feet above the roof ridge line to which the aerials, cable or antenna is connected. No

satellite antenna (commonly referred to as a disk or dish) greater than 24 inches shall be installed on a Lot. No such disk or dish shall be visible from the front of the dwelling.

Section 8. **Outdoor Clothes Drying**. No outdoor clothes drying shall be allowed, except in the rear yard within a privacy fence and completely out of the view from any other Lot.

Section 9. **Easements**. The Declarant, for himself, and his successors and assigns, hereby reserves and is given a perpetual, alienable, and releasable easement, privilege, and right on, over, and under (i) the Common Area and (ii) all easements of record as described on the Plat. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to Lot Owner's easement.

The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and rights referred to in this Section, so long as the Declarant shall own at least one (1) Lot within the Property. The Owners of the Lots subject to the privileges, rights, and easements referred to in this Section shall acquire no right, title, or interest in or to any pipes, lines, equipment, or facilities placed on, over, or under the Property which are the sole and the exclusive property of the Declarant and his successors and assigns.

Section 10. **Parking**. All motor vehicles located on any Lot must be in operative condition and bear current year's license tag registration. No tractor trailers, truck vans, or trucks larger than a one (1) ton capacity shall be parked on the Property. No house trailers or mobile homes shall be parked on any Lot at anytime. No cars or trucks of any nature, including vans and/or campers, shall park on the right-of-way of any platted street within the subdivision. No vehicles, boats, or trailers shall be repaired on the Property, except for emergency repairs. No campers, motor homes, or tents shall be used on the Property as a residence, either temporarily or permanently, but campers, boats, and trailers may be permitted on a Lot so long as it is parked in an approved garage or barn structure. All motor vehicles, cycles or other engine run apparatus located or run within the subdivision by a Lot Owner, their guests and/or invitees, will carry legal sound control devices as prescribed by the manufacturer and must be parked only on the driveway or in the garage. No motor vehicles shall be parked in the yards or over sidewalks on any Lot at anytime. Horse trailers are expressly allowed and may be parked on any concrete or asphalt driveway.

Section 11. **Pets**. Except as otherwise provided herein, no hogs, pigs, goats, sheep, cattle, poultry or farm animals and/or any other animals may be allowed on, kept or maintained on any lot except that dogs, cats, and other household pets are permitted provided they are not kept, bred or maintained for any commercial purpose. Household pets must be kept on a leash while not inside a fenced Lot. No pit bull, Doberman pinscher, rottweiler, mastiff, or any aggressive natured dogs shall be allowed on any lot. Notwithstanding the foregoing, a maximum of three (3) horses may be kept, maintained and allowed on any lot. For purposes of this section, "horses" shall be deemed to include any member of the equine family, including donkeys and mules.

Section 12. **Architectural Control Committee Waiver**. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to

defeat the intent and purpose of these covenants, the Architectural Control Committee shall have the right and authority to waive such a violation, but such waiver shall not be deemed to be a waiver of any future violations nor affect the enforceability of these restrictions.

Section 13. **Trash.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall kept only in closed, permanently housed containers, so as to be concealed from a front road view, and all equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

Section 14. **Signs.** No sign of any kind may be displayed to the public view on any Lot except one professional sign of not more than five(5) square feet advertising the Property for sale or rent, or signs used by the Declarant to advertise the Property during the initial construction and sales period. Construction signs shall not be erected until a building permit is issued and shall be removed upon issuance of the certificate of occupancy.

Section 15. **Common Area.** No improvements shall be constructed upon any portion of the Common Area without the approval of the Board of Directors of the Homeowners Association, and, so long as Declarant owns any Lots, the approval of the Declarant. These areas shall be maintained by the Association as open recreational areas and roadways as provided in the plats of the property for the use and benefit of all lot owners. Common areas are not for the use of dogs, cats or other household pets.

- (a) No activities constituting a nuisance shall be conducted upon the Common Area.
- (b) No rubbish, trash, garage, or other discarded items shall be placed or allowed to remain upon the Common Area.
- (c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Owners.
- (d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against the Property owned by the Association and any other governmental liens which may be assessed against the Property owned by the Association. The Association at all times shall procure, maintain, and pay for adequate policies of public liability and fire and extend casualty insurance upon the Common Area. Said insurance policies shall be in the name of the Association and for the benefit of the Association members and Owners of record and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable, including directors and

officers liability insurance.

- (e) At all times hereafter all capital improvements to the Common Area, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Areas, shall require the approval of two-thirds (2/3) of the votes entitled to be cast.

The Common Area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding the Declarant).

Section 16. **Landscape and Property Maintenance**. Each Lot shall be landscaped simultaneously with the construction of a residence thereon. As part of such landscaping, each Lot Owner shall plant and maintain a minimum of four (4) trees between the front of any residence and the road right of way. Additionally, all areas of each lot shall be fully landscaped with trees or shrubbery, and/or fully planted in grass. No sand lots shall be allowed. Each Lot Owner shall maintain that Lot Owner's Lot in a neat, clean, mowed and orderly condition at all times, free of unsightly objects. Any pasturage on any lot shall be maintained in accordance with accepted standards of good husbandry and best management practices and shall not be allowed to be overgrazed or barren. All fences shall be maintained in good condition and appearance. In the event any Owner shall fail to maintain his lot or the improvements thereon in reasonably good condition and appearance, the Architectural Control Committee may notify said Owner and provide the same with thirty (30) days in which to correct or abate the situation. If the Owner fails to do so, the Committee shall have the right (although not required to do so) to enter upon said Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the buildings and other improvements located thereon at the sole cost of the Owner of said Lot. The costs of such repair, maintenance, and restoration shall constitute a lien upon said Lot, which lien shall become effective only upon the filing of a written claim of lien. The form, substance, and enforcement of said lien shall be in accordance with the mechanic's, construction, or similar lien law of the State of Florida, and the Owner of said lot shall, by virtue of having acquired said lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance, and restoration. The lien herein provided will be subordinate to any first mortgage lien as provided in these restrictions.

Section 17. **Utilities**. All utilities shall be underground. All sewage from any Lot must be disposed of through the septic tanks or sewage lines. No water from air conditioning systems, ice machines, swimming pools or any other forms of condensate water shall be disposed of through the lines of any sewer system. All phases of the Development shall be subject to this Declaration of Covenants, Conditions and Restrictions.

Section 18. **Swimming Pools**. No above-ground swimming pool shall be permitted on any Lot.

Section 19. **Driveways**. Either a paved asphalt or solid concrete driveway, minimum width of ten (10) feet or minimum county requirements, whichever is greater, running from the street which the dwelling unit will face or from the street on the side of the dwelling unit on a

corner Lot, to the garage, shall be constructed prior to the occupancy of the dwelling unit on any lot, unless waived by the Architectural Review Committee because the Owner has constructed a side-entrance garage or a change in the width of the driveway is necessary to save the existing trees.

Section 20. **Roofs.** No flat deck roofs may be utilized on any dwelling built on any Lot other than on screen porches attached to such dwellings.

Section 21. **Reconstruction of Damage.** No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such state for more than six (6) months from the time of such fire or casualty. If not substantially reconstructed or repaired within six (6) months, the Owner shall raise and remove the building or improvement from the lot. The building of every residential structure or other improvement upon a Lot shall be diligently and continuously pursued until completed by the Owner and may not be abandoned prior to completion.

Section 22. **Access to Jack Creek Road or The Grove on Lake Francis.** The neighboring development, The Grove on Lake Francis, is a distinct and separate community with a private roadway designated as Jack Creek Road. There shall be no access, entry or gate to said community or road through any lot of this development unless the Lot Owner of such lot is also an owner of a lot in The Grove on Lake Francis. Any such gate, access or entry shall be for pedestrian purposes only and shall not allow motorized vehicles of any kind.

Section 23. **Motorized Vehicles.** With the exception of motorized vehicles used in the regular maintenance and upkeep of a Lot, and motorized vehicles used on the private roadways within the property, no motorized vehicle, may be used within one hundred feet (100') of the equestrian easement.

## ARTICLE VIII

### **Compliance With Southwest Florida Water Management District Surface Drainage Requirements Including Restrictions, Enforcement Rights, And Assessment For Monitoring And Maintenance**

Section 1. **Surface Water Management System Facilities - Responsibility, Maintenance, and Enforcement.**

(a) The Association shall be responsible for operation and maintenance of the surface water management system facilities. Operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

(b) If the Association ceases to exist, all of the lot owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an appropriate governmental unit, public utility or similar non-profit corporation assumes responsibility.

(c) Southwest Florida Water Management District (SWFWMD) has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

(d) If there is a delayed transfer of control to the association from the declarant, the permittee shall be responsible for operation and maintenance of the surface water management system facilities until responsibility is transferred to the association. The permittee shall submit to the District, Form O&M/ASGN (7/99), which must be approved by the District, before the transfer of responsibility to the association is effective.

## Section 2. Owner Responsibilities and Amendments.

(a) It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence or structure, to comply with the construction plans approved and on file with the SWFWMD as part of the stormwater management system for the development of the subdivision pursuant to Chapter 40D-4, Florida Administrative Code.

(b) No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District (SWFWMD) Bartow Service Office pursuant to Rule 40D-4.041(1)(b), Florida Administrative Code.

Subsection 369.20(8), F.S. states "a riparian owner may physically or mechanically remove herbaceous aquatic plants and semiwoody herbaceous plants, such as shrub species and willow, within an area delimited by up to 50 percent of the property owner's frontage or 50 feet, whichever is less..." In addition, property owners may construct private docks within the cleared areas which are exempt pursuant to Rule 40D-4.051(12)(c), Florida Administrative Code. Otherwise, no owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Bartow Service Office. This restriction includes, but is not limited to the construction of seawalls, upland retaining walls, and the placement of rip-rap or other shoreline reinforcements. Future changes to statute and rule shall be applied to this restriction.

(c) It is the Lot Owner's responsibility not to remove native vegetation (including cattails) that becomes established within any wet detention pond that may be abutting their property. Removal includes dredging, the application of herbicide and cutting. Lot owners should address any question regarding authorized activities within the wet detention pond to SWFWMD Permitting Division.

(d) Any amendment to the declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities shall have the prior written approval of the SWFWMD or any successor water management agency.

## **ARTICLE IX** **Maintenance of Roads**

### Section 1. **Obligation of Association for Maintenance.**

(a) The Association shall be responsible for maintenance of all subdivision roads and right-of ways.

(b) If the Association ceases to exist, all of the lot owners shall be jointly and severally responsible for maintenance of all subdivision roads and right-of-ways.

## **ARTICLE X** **General Provisions**

Section 1. **Enforcement.** The Declarant, for so long as it shall be an Owner, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration and the prevailing party in any such action shall be entitled to be reimbursed reasonable attorney's fees and costs for such action. Failure by the Declarant, Association or by an 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.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect any other provisions which shall be in full force and effect.

Section 3. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners of all phases of the Development, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners of all phases of the Development. Any amendment of this declaration which would affect the surface water management system on the Property, including the water management portions of the common Area, must have the prior approval of the Southwest Water Management District of the State of Florida. Any amendment must be recorded.

Section 4. **Construction and Sale.** Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for the Declarant and builders selected by Declarant to maintain and

carry on upon portions of the Common Area, and upon those Lots owned by the Declarant or a builder such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of such residences, including but not limited to signs, model units, and sales offices, and Declarant may also maintain a business office, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically and without limitation the right to use Lots owned by the Declarant as models and sales offices. This Section may not be amended without the express written consent of the Declarant.

Section 5. **Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 6. **Captions.** The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no manner to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

**IN WITNESS WHEREOF**, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 11 day of July, 2006.

Signed, sealed and delivered  
in the presence of :

[Signature]  
Print Name: JAMES LIVINGSTON  
[Signature]  
Print Name: Darlene Livingston

**CLOVERLEAF TRAILS, INC.,**

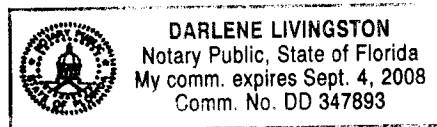
A Florida Corporation

By: [Signature]  
President

**STATE OF FLORIDA  
COUNTY OF HIGHLANDS**

The foregoing Declaration of Restrictions for **CLOVERLEAF TRAILS** was acknowledged before me on this 11 day of July, 2006 by JASON ROGERS, of **CLOVERLEAF TRAILS, INC.** (who is personally known to me) or who has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public **Darlene Livingston**





## EXHIBIT A

COMMENCE AT SOUTHEAST CORNER OF SAID SECTION 22; THENCE SOUTH 89°33'34" WEST, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF CLOVERLEAF ROAD AND TO THE NORTHEAST CORNER OF THE PLAT OF MIACASA SUBDIVISION, RECORDED IN PLAT BOOK 5, PAGE 80 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE NORTH 02°15'12" WEST ALONG THE WEST RIGHT OF WAY OF CLOVERLEAF ROAD, A DISTANCE OF 1,325.25 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE SOUTH 89°27'55" WEST, A DISTANCE OF 1,385.32 FEET; THENCE NORTH 02°10'41" WEST, A DISTANCE OF 404.30 FEET; THENCE SOUTH 81°40'18" WEST, A DISTANCE OF 53.88 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 70°31'44", AND A CHORD BEARING OF NORTH 63°03'50" WEST, 69.28 FEET; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 73.86 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°31'44", AND A CHORD BEARING OF NORTH 63°03'51" WEST, 34.64 FEET; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 36.93 FEET; THENCE SOUTH 81°40'18" WEST, A DISTANCE OF 895.52 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 2,060.00 FEET, A CENTRAL ANGLE OF 39°18'36", AND A CHORD BEARING OF NORTH 78°40'24" WEST, 1,385.79 FEET; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 1,413.34 FEET; THENCE NORTH 59°01'06" WEST, A DISTANCE OF 482.53 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 400.16 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 617.46 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 20°57'43", AND A CHORD BEARING OF SOUTH 10°28'52" WEST, 301.97 FEET; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 303.66 FEET; THENCE SOUTH 20°57'43" WEST, A DISTANCE OF 188.82 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 570.00 FEET, A CENTRAL ANGLE OF 23°13'28", AND A CHORD BEARING OF SOUTH 09°20'59" WEST, 229.47 FEET; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 231.05 FEET; THENCE SOUTH 02°15'45" EAST, A DISTANCE OF 866.67 FEET; THENCE NORTH 89°31'49" EAST, A DISTANCE OF 20.01 FEET TO A POINT ON A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 750.00 FEET, A CENTRAL ANGLE OF 32°44'07", AND A CHORD BEARING OF SOUTH 14°13'29" WEST, 422.70 FEET; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 428.50 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 31°02'29", AND A CHORD BEARING OF SOUTH 15°04'18" WEST, 347.86 FEET; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 352.15 FEET; THENCE SOUTH 00°26'57" EAST, A DISTANCE OF 425.36 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF LAKE JUNE ROAD (COUNTY ROAD 621) AND TO A POINT ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5,696.58 FEET, A CENTRAL ANGLE OF 07°21'26", AND A CHORD BEARING OF SOUTH 86°44'54" EAST, 730.97 FEET; THENCE EASTERLY ALONG THE SAID NORTH RIGHT OF WAY AND ALONG THE ARC A DISTANCE OF 731.47 FEET; THENCE NORTH 89°34'23" EAST ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 309.74 FEET TO A POINT ON THE WEST BOUNDARY OF THE PLAT OF BREEZY POINT PARK, RECORDED IN PLAT BOOK 2, PAGE 52, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 00°28'00" WEST ALONG THE WEST BOUNDARY OF SAID BREEZY POINT PARK, A DISTANCE OF 840.00 FEET TO THE NORTHWEST CORNER OF SAID BREEZY POINT PARK; THENCE NORTH 69°33'22" EAST ALONG THE NORTHERLY BOUNDARY OF SAID BREEZY POINT PARK, A DISTANCE OF 391.89 FEET TO AN EXISTING GENERAL LAND OFFICE BRASS DISC; THENCE SOUTH 69°10'06" EAST ALONG THE SAID NORTHERLY BOUNDARY, A DISTANCE OF 312.74 FEET TO A POINT ON THE EAST RIGHT OF WAY OF PINE STREET; THENCE SOUTH 00°27'19" EAST ALONG THE SAID EAST RIGHT OF WAY, A DISTANCE OF 302.77 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF HILLSIDE DRIVE; THENCE NORTH 89°32'41" EAST ALONG SAID NORTH RIGHT OF WAY LINE AND ALONG THE NORTH BOUNDARY OF SAID BREEZY POINT PARK, A DISTANCE OF 659.29 FEET TO THE NORTHEAST CORNER OF SAID BREEZY POINT PARK; THENCE NORTH 89°12'47" EAST, A DISTANCE OF 644.52 FEET TO A POINT ON THE NORTHERLY BOUNDARY PLAT OF HORTON'S LANDING ADDITION, RECORDED IN PLAT BOOK 5, PAGE 21, OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA; THENCE NORTH 77°22'19" EAST ALONG THE NORTHERLY BOUNDARY OF SAID HORTON'S LANDING ADDITION, A DISTANCE OF 1,365.34 FEET TO THE NORTHEAST CORNER OF SAID HORTON'S LANDING ADDITION AND TO A POINT ON THE WEST BOUNDARY OF SAID MIACASA SUBDIVISION; THENCE NORTH 00°30'26" WEST ALONG SAID WEST BOUNDARY, A DISTANCE OF 367.42 FEET TO THE NORTHWEST CORNER OF SAID MIACASA SUBDIVISION; THENCE NORTH 89°33'34" EAST ALONG THE NORTH BOUNDARY OF SAID MIACASA SUBDIVISION, A DISTANCE OF 626.59 FEET TO THE POINT OF BEGINNING.

Also known as Lots 1 through 46, inclusive, CLOVERLEAF TRAILS, according to the plat thereof recorded in Plat Book 16, Page 87, Public Records of Highlands County, Florida.