

UPDATED FIRST AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE TRAILS OF MONTVERDE

THIS DECLARATION made this 5th day of August, 1988, by Montverde Groves, Inc., hereinafter referred to as "DEVELOPER". [As amended October 26, 1995 and May 8, 2007.](#)

WITNESSETH:

WHEREAS, DEVELOPER is the owner of certain real property in Lake County, Florida, more particularly described as:

Tracts 1 to 16 inclusive, Tracts 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29, according to the Map of Section 10, Township 22 South of Range 26 East of the Tallahassee Meridian as laid off by LAKE HIGHLANDS COMPANY, filed 14 February 1919 and recorded in Plat Book 3, Page 51, Public Records of Lake County, Florida, otherwise described as: The North 1/4 of Section 10; and the West 1/2 of the Southwest 1/4 of the Northwest 1/4; and the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 10, Township 22 South, Range 26 East.

ALSO, the North 3/4 of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 9, Township 22 South of Range 26 East of the Tallahassee Meridian, otherwise described as: Tract 1 and the North 1/2 Tract 16, according to the Map of Section 9, Township 22 South of Range 26 East of the Tallahassee Meridian as laid off by LAKE HIGHLANDS COMPANY, filed 14 February 1919 and recorded in Plat Book 3, page 27, Public Records of Lake County, Florida.

~~ALSO, Tract 64-B, according to the Map of VINOLA GARDENS, filed 27 April, 1927 and recorded in Plat Book 9, page 68, Public Records of Lake County, Florida.~~

AND

WHEREAS, DEVELOPER desires to develop the real property into large residential lots and to create certain restrictions in regard to the lots which will preserve the value and beauty of the lots;

NOW, THEREFORE, DEVELOPER hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the real property and which shall run with the real property and shall be binding on all parties having any right, title or interest in the described properties of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DIVISION OF PROPERTY. The DEVELOPER has developed the property into lots according to a plat of THE TRAILS OF MONTVERDE recorded in Plat Book 28, Pages 6-11, Public Records of Lake County, Florida. DEVELOPER retains the right to modify or resubdivide any portion of the lands not sold. No purchaser may subdivide any of the lots or tracts for any reason. ~~For purposes of this Declaration, Tract 64 B in VINOLA GARDENS shall be considered a part of THE TRAILS of MONTVERDE.~~

2. USE RESTRICTIONS. All ~~of the~~ parcels, with the exception of the common areas including the nominal 12 acre community park and recreation area, shall be considered agriculture and residential and shall be used for agricultural and residential purposes only.

3. SETBACK REQUIREMENTS. The minimum setback requirements for buildings on all lots less than 2 acres in size shall be:

Setback from paved road – 50 feet.

Setback for side yard lot lines – 10 feet if there is no horse trail abutting the side yard lot line. If the horse trail abuts the side yard lot line, the setback shall be 10 feet from the edge of the horse trail.

Setback for rear lot lines – 25 feet from the rear of the lot line if there is no horse trail abutting the rear lot line. If the horse trail abuts the rear lot line, the setback shall be 25 feet from the edge of the horse trail.

The minimum setback requirements for building on all lots 2 acres in size or greater shall be as follows:

Setback from paved road – 50 feet.

Setback from all other lot lines – 25 feet from the lot line if there is no horse trail abutting the lot line. If the horse trail abuts the lot line, the setback shall be 25 feet from the edge of the horse trail.

4. TEMPORARY STRUCTURES. With the exception of the common areas, the real property shall be used strictly for one (1) rural residential home and the normal outbuildings connected with a farm or ranch and no structure of a temporary character, trailer, tent, shack or other like outbuildings shall be placed or used upon the property at any time, temporarily or permanently; provided, however, that this prohibition shall not apply to temporary shelters used by the contractor during the construction of the main dwelling house and any other outbuildings.

5. PERMANENT BUILDINGS. Lake County Zoning Laws shall control over any of these provisions in conflict. The primary residence shall be a design that would be considered a standard style in Florida and shall not be one that would be considered radical in nature. No mobile homes, doublewides, modular units, prefabricated panel wall construction or any other type of prefabricated package as these terms are commonly known in 1985 shall be erected on any parcel as a primary residence, provided however, nothing contained herein shall prevent the use of trusses, prefabricated cabinets and prefabricated window and door units. No “earth home” as it is commonly known shall be erected on any parcel. The outside finish of each primary dwelling shall be wood, brick, stone, stucco or any other material normally used in the

construction of homes in Florida. No pastel colors or bright paint shall be permitted. Colors permitted are "white" and any other color commonly considered "earth tone". Nothing contained herein shall prevent any owner from designing and utilizing energy-saving features, such as a roof-mounted solar heating system. All outbuildings shall be constructed of materials normally used for outbuildings (such as wood, block, stone, etc.) and shall be "earth tone" in color. All water tanks and water softeners shall be covered by a structure constructed of materials and designed similar to the principal residence.

Every property owner shall plant and maintain at least three hardwood trees having a diameter of at least 1-1/2 inches between the front of the owner's principal residence and the front lot line before the completion of construction of the principal residence. Each lot shall be seeded or sodded prior to occupancy.

6. DWELLING SIZE AND BUILDING RESTRICTIONS. No single family residence shall be constructed on any lot with a living area which is less than 1,800 square feet, exclusive of screenrooms or storage areas. All residences shall have at least a two-car garage which garage may be detached from the principal house. No garage may front a paved street without a waiver from the Architectural Control Committee.

7. OTHER STRUCTURES. Other structures specifically allowed on each parcel in addition to the primary residence are barns to house animals, tool barns, storage barns, greenhouses, swimming pools, and racquetball and tennis courts. Where possible, other structures should conform to the same style and structure type as the principal dwelling.

8. FENCES AND WALLS. All fences running across the front of the lots and bordering any portion of the horse trail shall be constructed of a minimum of three spans of 1x6 or 2x6 pressure-treated lumber on pressure-treated wooden posts placed on 8-foot centers. Fences running across the front of the lot shall be located as close to the road right-of-way as reasonably practical. All other fences built on any lot or tract shall either be standard wire field fence capped with a 1x6 pressure-treated board or wood fence similar to the fence running across the front of the property. The fence posts shall not extend above the top board. IN ANY EVENT, ALL FENCES, INCLUDING PRIVACY FENCES, MUST BE APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE.

Barbed wire and chain link fences are specifically prohibited. Walls may be constructed only after approval from the Architectural Control Committee.

Lot owners are responsible for maintaining and repairing their own fences. The fences along the riding trail are the responsibility of the owners of the lots which the fences abut. Any fence along the riding trail not abutting private ownership shall be maintained by the Homeowner's Association.

9. ARCHITECTURAL CONTROL COMMITTEE. No building, structure, mailbox or fence shall be erected, placed or altered on any lot or tract until the construction plans and specifications, including landscape plans, irrigation plans, and a plan showing the location of the building or structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. Construction plans must be drawn to

scale, show exterior elevations and contain square footage calculations. All exterior color schemes must also be submitted for approval.

The Architectural Control Committee shall originally be composed of Frank S. Bouis, Claude E. Smoak, Jr., George E. Hovis and Richard O. Newman.

After twenty-five (25) purchasers have purchased lots in the subdivision, the majority vote of lot owners shall elect members of the Architectural Control Committee, with the purchasers of lots being assured of at least two members on the Committee. Each lot or tract shall count as one vote.

The number of members on the Architectural Control Committee shall not be greater than five (5) unless changed by majority vote of the lot owners of record.

10. PROCEDURE. The Architectural Control Committee's approval or disapproval of plans or specifications as required in these Restrictions shall be in writing. In the event any plans or specifications are submitted and are not approved or disapproved within (10) days after such submittal, the plans or specifications shall be deemed to be approved. Any person or firm purchasing a lot in this subdivision does so with the express understanding that these Restrictive Covenants and Conditions are to be strictly construed and no person or firm can establish a legal or equitable position by starting construction on any structure without first submitting the required plans and/or specifications. The Architectural Control Committee shall be reasonable in its consideration of any plans or specifications.

11. RIDING TRAIL. This subdivision has a riding trail which has been created by easements over lots. The easements are a part of the platted subdivision and are to remain open and unrestricted at all times. It is recognized that the riding trail adds to the value of each lot in the subdivision and, therefore, is beneficial to each lot owner whether used by the specific lot owner or not. All lot owners in the subdivision shall have equal privileges to the riding trail and the costs of maintaining the riding trail shall come from the general assessments.

The Homeowner's Association shall establish an active committee for the purpose of maintaining and policing the riding trail. Such committee shall formulate rules and regulations which shall be in full force and effect upon their adoption by a majority of the property owners in the subdivision.

12. ~~CORRAL AND HORSE BARN. The DEVELOPER is purchasing or has purchased land abutting the subdivision.~~ ADDITIONAL SUBDIVISION LAND. Subsequent to the original subdivision platting, the Developer purchased an additional 38+ acres abutting the subdivision and it is described as follows:

That part of Tracts 17, 18, 19, 30, 31, and 32 in Section 10, Township 22 South, Range 26 East, Lake County, Florida, according to the Plat of Property of Lake Highlands Company, recorded in Plat Book 3, Page 51 Public Records of Lake County, Florida, lying within the following described property:

Begin at the Northwest corner of said Tract 19; thence run S. 89°46'24"E. along the Northerly line of said Tracts 19, 18 and 17, a distance of 1808.89 feet to a point on the

Westerly right-of-way line of Fosgate Road; thence along said right-of-way line the following six (6) courses and distances:

- 1) S. 38°18'25"W., 366.01 feet;
- 2) On a curve to the right having a radius of 1175.00 feet, an arc distance of 210.05 feet (Central Angle = 10°14'34");
- 3) S. 48°32'58"W., 335.30 feet;
- 4) On a curve to the left having a radius of 775.00 feet, and arc distance of 531.48 feet (Central Angle = 39°17'31");
- 5) On a curve to the right having a radius of 225.00 feet, an arc distance of 317.94 feet (Central Angle = 80°57'50");
- 6) N. 89°46'43"W., 721.19 feet to a point on the Westerly line of said Tract 30; thence N. 00°24'58"E. along the Westerly line of said Tracts 30 and 19, a distance of 1310.92 feet to the point of beginning, containing 37.99 acres, more or less.

~~The DEVELOPER and all purchasers commit to the following:~~

~~A. 15 acres of the 38+ acres of the above-described property shall be set aside and used for a corral and horse barn. The remaining 23+ acres may be subdivided into residential lots and become a part of the development. The DEVELOPER agrees immediately to fence a corral area and to build a 20-stall horse barn. In the future, as the need arises, the DEVELOPER, or the owner of the corral and horse barn, as the case may be, agrees to increase the horse barn by an additional 20 stalls, such increase to be in increments of 10 stalls.~~

~~B. Every owner of a lot in the subdivision shall have the right to use the corral and horse barn upon the payment of the established charges and upon compliance with the rules governing such use. Any person purchasing a portion of the property described in this numbered paragraph shall be considered a part of THE TRAILS FO MONTVERDE SUBDIVISION; entitled to all the benefits thereof and responsible thereunder for the obligations created by these Restrictive Covenants and Conditions.~~

~~C. The DEVELOPER or the owner of the corral and horse barn, as the case may be, reserves the right to rent space in the corral and horse barn to persons not owning property in the subdivision nor belonging to the Homeowner's Association; provided space is available. If space is being rented to a non-owner and any purchaser requests space that is not available, the new purchaser will be granted the space after a thirty (30) day's written notice to the non-owner to vacate.~~

~~D. The control over the corral and horse barn shall initially be with the DEVELOPER and eventually may transfer to the Homeowner's Association pursuant to paragraph 17 below. It is specifically understood that no general assessments by the Association shall be used for the corral and horse barn.~~

~~E. The DEVELOPER or the owner of the corral and horse barn, as the case may be, shall establish specific rules and regulations for the use of the corral and horse barn and shall establish the rental and other charges.~~

This land addition included a nominal 15 acre corral and horse barn area. However, in a later agreement reached between the Developer and the HOA, the HOA purchased a nominal 12 acre portion of the original corral area (including a 30 foot wide ingress/egress section) for use exclusively as a community park and recreation area. This area is described as follows:

That part of Tracts 18, 19 and 30, Lake Highlands Company Plat, recorded in Plat Book 3, Page 51, Public Records of Lake County, Florida, being more particularly-described as

follows: Commence at the most Southerly corner of Lot 5, Trails of Montverde, First Addition, as recorded in Plat Book 31, Page 82, Public Records of Lake County, Florida; thence South 30°30'53" West, along the Northwesterly right of way line of Paddock Drive, 190.04 feet to the Point of Beginning; thence continue along said right of way line 30.00 feet; thence departing said right of way line, run North 59°29'07" West, 255.54; thence South 26°13'52" West, 217.22 feet to the Northeast corner of Lot 6 of the aforementioned Trails of Montverde, First Addition; thence North 89°46'42" West along the North line of Lot 6-8, a distance of 532.02 feet to the Northwest corner of said Lot 8; thence North 00°24'58" East along the East line of Lot 9, Trails of Montverde, First Addition and Lots 58-60, Trails of Montverde, Plat Book 28, Pages 6 thru 11, a distance of 699.00 feet to the Northeast corner of said Lot 58; thence South 89°46'24" East, along the South line of Lots 49-56, Trails of Montverde, a distance of 983.48 feet to the most Northerly corner of Lot 4, Trails of Montverde, First Addition; thence South 30°30'53" West, along the Northwesterly line of Lots 4 and 5, a distance of 395.75 feet to the most Westerly corner of said Lot 5; thence South 47°36'20" West, 198.82 feet; thence South 59°29'07" East, 258.43 feet to the Point of Beginning.

SUBJECT TO Restrictive covenant that the property be used only for Trails of Montverde community recreation area and park and open-space purposes, which may include a clubhouse, provided, however, that no building shall be erected within fifty (50) feet of the property line.

The Developer retained title to a nominal three (3) acres of the original corral and horse barn area fronting on Paddock Drive and received County approval for rezoning and replatting of this land to create three single family residential sites each of a minimum size of one (1) acre. These lots represent an addition to the other existing lots platted within the remaining 23+ acres purchased by the Developer.

13. NUISANCES. All buildings, fences and grounds of each parcel shall be maintained in a neat and orderly manner at all times. Refuse piles, trash, scrap metals, non-operative vehicles, old household appliances and equipment not associated with farming shall not be allowed to be placed or maintained on any parcel.

14. FIRE CONTROL. Each owner must mow and maintain his or her parcel at all times to prevent fires; each parcel to be mowed at least four (4) times a year.

15. TRAILERS, BOATS AND HEAVY EQUIPMENT. No motorhome, travel trailer, camper, boat, or boat trailer shall be placed within any of the setback lines, either temporarily or permanently, and further must be located behind the rear of the principal house. Heavy industrial equipment and trucks other than pick up trucks are expressly prohibited from being stored on any parcel. Farm equipment necessary for the maintenance of a parcel shall be permitted if stored behind the rear of the principal house and not within the set-backs.

16. FILLING OR EXCAVATING. No parcel shall be excavated or elevated where such activity materially affects the surface grade of the surrounding land.

17. HOMEOWNER'S ASSOCIATION. There shall be a Homeowner's Association formed by the owners of the lots in the subdivision. "Owners" shall include the owner of any subdivided lot in THE TRAILS of MONTVERDE, and any owner of the real property described in paragraph 12 above ~~and Tract 64-B in VINOLA GARDENS.~~ Each buildable parcel of land shall be entitled to one vote regardless of the form of ownership. The Homeowner's Association shall be responsible for establishing any rules and regulations not covered by these restrictions. The Homeowner's Association shall be responsible for the enforcement of all restrictions and rules and regulations created by the Association itself, the Architectural Control Committee, ~~and the Riding/Trail Committee~~ ~~and any committee established for the purpose of administering the corral and horse barns.~~ The Association shall have all of the rights allowed under Florida Law including the right to place a lien against the property of any owner for the purpose of enforcing the collection of assessments and dues.

It is the intent of the DEVELOPER ultimately to transfer control and title of common areas in the subdivision ~~(except the horse barn and corral)~~ to the Homeowner's Association; at no cost to the Association ~~except for the community park and recreation area;~~ such transfer to be made on or before the sale of seventy-five percent (75%) of the lots in the subdivision. The method of transfer or ownership of the common areas by the Association shall be determined at a later date by the DEVELOPER and the Homeowners' Association.

~~The Homeowner's Association shall have the right to purchase the corral and horse barn at any time prior to December 31, 1988, for a sum equal to the actual cost to the DEVELOPER of the 15-acre corral area, the actual cost to the DEVELOPER of construction of the horse barn, the actual cost to the DEVELOPER of the fencing, pasture and lake established in and on the corral plus ten percent (10%) of all such costs. After December 31, 1988, the Homeowner's Association shall have the right of first refusal to buy the horse barn and corral for the same amount offered the DEVELOPER by an independent bona fide purchaser. Upon notification by the DEVELOPER to the Homeowner's Association of a bona fide offer, the Homeowner's Association shall have thirty (30) days in which to accept or reject the offer.~~

~~The DEVELOPER shall have the right to transfer the horse barn and corral to a corporation formed for that specific purpose; provided, however, the corporation owning the horse barn and corral shall be governed by these covenants and restrictions.~~

18. ASSESSMENTS. The DEVELOPER, for each lot owned in the subdivision, and each owner of any lot agree to pay to the Association monthly assessments or charges. The monthly assessments shall not exceed \$10.00 per month unless over fifty percent (50%) of the lots are owned by persons other than the DEVELOPER and unless at least a majority of such fifty percent (50%) of the individual ownerships agree to such increase. The monies collected from such assessment shall be used for the maintenance and upkeep of the common areas in the subdivision, including the riding trail, the entrance to the subdivision and the entrance sign. ~~Under no circumstances shall any of the general assessments be used for the maintenance and support of the corral and horse barns.~~

Each assessment, together with interest, cost and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of the property at the time the assessment fell due and such assessment shall be charged on the land and shall be a continuing lien upon the property against which the assessment is made.

In addition to the monthly assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of constructing or repairing a capital improvement; provided, however, no such special assessment may be levied unless over 50% of the lots in the subdivision are owned by persons other than the DEVELOPER and unless over 2/3 of those owners vote in favor of such special assessment.

Regardless of the amount of the monthly assessments levied against the individual property owners, the DEVELOPER shall always have the right to guarantee the budget and guarantee performance of the maintenance of the horse trail and other common areas in lieu of paying an assessment on each lot owned by the DEVELOPER.

Until the Homeowner's Association is formed, the DEVELOPER shall be responsible for collecting the assessments.

19. ANIMALS. No animals except dogs, cats, poultry, ~~and~~ rabbits, and one horse shall be permitted on any parcel containing less than 2 acres. No animals except horses, cows, goats, dogs, cats, poultry and rabbits shall be permitted on any parcel containing 2 acres or more. On those parcels containing 2 acres or more, one adult horse, one adult cow or adult goat or any combination thereof shall be permitted for each full acre of each parcel along with the nursing offspring of such adult animals. All parcels having a fractional acre shall be rounded off to the next lowest full number. Any animal older than one year shall be considered an adult.

No animal shall be kept on any parcel, either permanently or temporarily, unless an adequate pasture for forage is provided for such animal or animals. The pasture must be planted in an improved pasture grass, fertilized regularly as needed, irrigated if needed and mowed and otherwise cared for to insure healthy and adequate forage growth in order to maintain complete ground coverage at all times.

Under no circumstances will animals be allowed on bare sand pastures.

Nothing contained herein shall prevent the owners of parcels containing less than two acres from maintaining up to two horses on their property for periods not to exceed three days in one week provided such owner has proper housing for such horses and has adequate forage and feed for such horses as provided above.

Poultry and rabbits shall be limited to 12 birds and 12 rabbits per parcel and shall be kept in suitable housing. Poultry shall include all recognized varieties of chickens, ducks, turkeys, quail, pheasants and any other type of poultry normally raised for consumption. It is specifically understood that other types of animals, such as hogs, peacocks and wild animals shall not be

permitted. No kennel or other commercial animal operation shall be maintained on any parcel; provided, however, nothing contained herein shall prohibit the owner from selling the offspring of his or her animals, poultry or rabbits. No signs advertising the sale of such offspring shall be posted on or near the property for longer than four weeks each year.

No more than 3 adult dogs and 3 adult cats shall be permitted for each primary residence. However, the DEVELOPER or the Architectural Control Committee, whichever is applicable, may waive this requirement for family pets then in existence at the time the owner starts construction on the primary residence. Factors to be considered in such waiver would be the size of the parcel, the size of the dogs and cats and their domestic nature.

No animal shall be allowed outside the confines of its property unless under the direct control of the owner. No owner shall allow a dog to attack or threaten any person using the riding trail or any person jogging, bicycling or walking on the right-of-way of the streets in the subdivision.

20. THREE-WHEELERS AND ALL TERRAIN VEHICLES. No vehicle commonly known as "three-wheelers", "all terrain vehicles" or off road motor bikes or dirt bikes shall be operated within the subdivision; except when used for the purpose of maintaining the riding trail or for normal agricultural pursuits on a parcel. In no instances shall "three-wheelers" or "all terrain vehicles" be used within the subdivision as pleasure vehicles. This paragraph shall be strictly enforced.

21. MAINTENANCE OF ROAD RIGHT OF WAY. Every property owner shall be responsible for maintaining that portion of the road right of way lying between the property owner's lot line and the edge of the paving.

22. GARBAGE CANS. No garbage cans shall be visible from the paved road except on days of pickup. The Homeowner's Association may contract with one company to handle all garbage collection in the subdivision.

23. DURATION. The covenants and Restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of any and all of the parcels subject to this Declaration, their legal representatives, heirs, successors and assigns, for a period of fifty (50) years from the date this Declaration is recorded, after which time the Covenants shall be automatically extended for successive periods of ten (10) years unless changed by at least 3/4 of the owners.

24. NOTICES. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as owner of record on the Public Records of Lake County, Florida.

25. COSTS AND EXPENSES. Any parcel owner (which term shall include all members of the parcel owner's family) breaching the terms of this Declaration shall be liable for all costs of such breach, including court costs and reasonable attorney's fees.

26. AMENDMENTS. These Covenants, Conditions and Restrictions may be added to or amended in whole or in part by 3/4 of the property owners voting in favor of such amendment or

amendments; provided, however, the affirmative vote of all the property owners (whether in attendance at a meeting or not) will be required to pass any amendment that would allow the further subdivision of any of the parcels; except for the DEVELOPER as set out in Paragraph 1 above. Each owner shall have one vote for each parcel as designated on the plat of the subdivision.