

Prepared By and Return To:

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**RIDGE LANDING**  
**DECLARATION OF COVENANTS,**  
**CONDITIONS AND**  
**RESTRICTIONS**

\* THESE DECLARATIONS ARE BEING RE-RECORDED TO REVISE THE ORIGINAL DECLARATIONS RECORDED 11/30/2007 AT OR BOOK 07495, PAGES 0005-0034 IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA

**RIDGE LANDING  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration of Covenants, Conditions and Restrictions (“Declaration”) is made this \_\_\_\_ day of \_\_\_\_\_, 2008, by BOUNTIFUL LANDS INC., a Florida corporation (“Declarant”).

**BACKGROUND**

Declarant is owner of that certain real property referred to in Article 2 and described on Exhibit “A” of this Declaration, which property represents a Flying Community Development known as “Ridge Landing.” Declarant desires to take advantage of the presently existing unique geographical features of the subject property and proposes to establish and implement plans for residential living, with fly-in access to a paved runway.

In view of the various and usual uncommon features of the Declarant’s long range plans, Declarant desires to impose these restrictions on the subject property and yet retain reasonable flexibility to respond to changing unforeseen circumstances so as to control and maintain the quality and distinction of the Ridge Landing as a private aviation oriented and centered residential community.

THIS COMMUNITY IS INTENDED TO BE AN AVIATION CENTERED FLY-IN COMMUNITY WHICH WILL HAVE AIRCRAFT REGULARLY LANDING TAKING OFF FROM THE RUNWAY AND MOVING ALONG THE TAXIWAYS UNDER POWER.

NOW, THEREFORE, Declarant hereby declares that the real property referred to in Article 2 and described on Exhibit “A” and such additions thereto as may hereafter be made pursuant to Article 2 hereof is, and shall be, held transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens (sometimes collectively referred to as “Covenants and Restrictions”) hereinafter set forth.

**ARTICLE 1  
DEFINITIONS**

The following words when used in this Declaration, or any amendment or supplement thereto (unless context shall otherwise clearly indicate or prohibit), shall have the following meanings:

A. “Airstrip” shall mean the landing strip and taxiways and the related common facilities necessary for or utilized in the operation of such landing strip and taxiways. located within the Property, which shall be for the benefit of the Association and its Members.

B. “Association” shall mean and refer to Ridge Landing Property Owner’s Association, a Florida not for profit corporation, which has the power, duty and responsibility of maintaining and administering the Common Properties and collectively the assessments and charges hereafter prescribed and has the right of administering and enforcing the Covenants and Restrictions.

C. “Board” means the board of directors of the Association which shall be elected and serve in manner provided in the Bylaws of the Association.

D. "Common Expenses" means the cost of administering the Association and of maintaining, operating, insuring and paying taxes with respect to Common Properties and of maintaining, operating and replacing the Surface Drainage System.

E. "Common Property" shall mean and refer to any and all areas of land within the property which are known, described or designated as common areas, recreational easements, green belts, open spaces, private streets or access or Taxiway easements on any recorded subdivision plat of the Property, granted in this Declaration, including Section 10.5, below, or intended for or devoted to the common use and enjoyment of the members of the Association, including Surface Drainage System, and together with any and all improvements that are now or may hereafter be constructed or installed thereon and including all equipment, accessories, common machinery used in the operation or maintenance of any such Common Properties and any additions to or replacements of such Common Properties. The common areas now within the Ridge Landing residential community generally consist of private streets or access easements and open recreational spaces. Declarant shall promptly convey record title to the Common Properties provided however that to the extent that the Common Properties include easements over Lots, such as the Taxiways and drainage areas the conveyance shall be only a conveyance of the easement rights, at such time as one-half Lots have been sold and closed reserving to the Declarant the rights set forth in this Declaration. Until such conveyance Declarant shall hold such title subject to the easement rights herein of the Members to use and enjoy the Common Properties for the period of time provided in this Declaration; however, prior to January 1, 2012 record title to the Common Properties will be formally transferred from the Declarant to the Association. Declarant reserves the right to make minor or redesigns or reconfigurations of the Common Properties and execute any open space declarations applicable to the Common Properties, which may be permitted by law in order to reduce property taxes.

F. "Declarant" shall mean and refer to Bountiful Lands Inc. and the any person to which Bountiful Lands Inc. shall transfer all or substantially all of the Lots in bulk or transfer the right, title and interest of Bountiful Lands Inc. in and to the Property prior to the completion of the development thereon. No person or entity purchasing one or more Lots from Bountiful Lands Inc. in the ordinary course of business shall be considered as Declarant.

G. "Existing Property" shall mean and refer to the real property, which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration pursuant to Section 2.1 of Article 2 hereof.

H. "Institutional Mortgage" means a first mortgage on a Parcel held by an Institutional Mortgagee.

I. "Institutional Mortgagee" means any of the following: a bank, a savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension fund, an agency of the United States Government, a mortgage company, a mortgage broker, a lender generally recognized as an institutional-type lender, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Developer, or a shareholder, partner, or joint venturer in the Developer, or the assignee of the mortgage originally held by one of the foregoing.

J. "Lot" shall mean and refer to any plot or tract of land subject to this Declaration and shown on any recorded subdivision map(s) or plat(s) of the Property as amended from time to time which is designated as a lot therein in which is or will be improved with a residential

dwelling in conformity with the building restrictions herein set forth, although some portions of the Common Properties may be platted as a "Lot." On the subdivision plat these lots will be excluded from the definitions of "Lot," as used herein. "Adjoining Lot" shall mean and refer to a Lot, which is adjacent to any other Lot as shown on any recorded plat of the property.

K. "Member" shall mean and refer to each owner of a Lot.

L. "Owner" shall mean and refer to every person or business entity who or is a recorded owner of a fee or undivided fee interest in any Lot subject to these Covenants and Restrictions. However, the word "Owner" shall not include person(s) or entity(ies) who hold a bona fide lien or interest in a Lot as security for the performance or an obligation.

M. "Property" shall mean and refer to all such existing properties and any additions thereto as are subject to this Declaration or any amendment or supplement thereto prepared and filed of record pursuant to the provisions hereof.

N. "Ridge Landing Inc." shall mean the Florida corporation established or to be established by Declarant to receive the conveyance of the Airstrip from the Declarant for the purpose of owning and operating the Airstrip after transfer to the Association for the sole benefit of the Members. After the transfer of Ridge Landing, Inc., as provided herein the Association shall be the sole member or shareholder in Ridge Landing, Inc. Ridge Landing, Inc. shall be solely responsible for and in charge of the safe operation of the Airstrip and the establishment and enforcement of rules and regulations for its use by the Members which rules and regulations shall contain provisions for the temporary or permanent suspension of right to use the Airstrip in the event of repeated or dangerous violations. Ridge Landing, Inc. may at its option provide for the operation and maintenance of the Airstrip by engaging or contracting with a third party operator.

O. "Surface Drainage System" means the system of ditches, swales, culverts, retention and detention ponds, underdrains, water control structures, lakes, ponds, flood plain compensation areas, wetlands, and associated buffer areas, wetland mitigation areas and any improvements for the drainage of stormwater collecting on the Properties, and constructed pursuant to surface water permit(s) issued by the Southwest Florida Water Management District or a successor agency.

P. "Taxiway" means the area upon which a system of open areas maintained free of obstructions, to allow aircraft to proceed on the ground under their own power from each Lot to the Runway. This Taxiway is constructed over connecting easements crossing the Lots and the Common Property as is shown on the Plat and is supplemented by this Declaration, including section 10.5, below. The Taxiway easements have a combined width of at least 50 feet so as to allow aircraft to safely taxi.

## **ARTICLE 2**

### **PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO**

2.1 Existing Property. The Existing Property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

2.2 Additional Property. Declarant reserves the right to make additional property subject to the provisions of this Declaration by filing a supplemental declaration describing the additional property. After filing the supplemental declaration the additional property shall be subject to and

the owners thereof shall have all of the rights and be subject to all of the obligations provided herein as if originally included.

### **ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS**

3.1 Membership. Every Owner of a Lot shall automatically be and must remain a Member of Association in good standing. The Board of Directors may declare that an Owner is not a Member in good standing because of past unpaid dues, fines, late charges, interest, legal fees, and/or other assessments of any nature. The Board of Directors may temporarily suspend the voting rights of any Member who is not in good standing until such past, unpaid amounts are paid in full.

3.2 Voting Rights. The Association shall have two classes of voting membership.

Class A . Class A members shall be all Members other than Class B and C Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. When more than one person holds such interests or interest in any Lot, all such persons shall be deemed Members and the vote for such lots shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Declarant shall be the sole Class B Member. The Class B Member shall be entitled to three (3) votes for each Lot, which it owns.

Notwithstanding the foregoing, the voting rights of the Class B Member shall continue until Declarant no longer owns record title to any Lot, or January 1, 2012, whichever occurs first in time, neither the Association nor the members shall take any action or inaction with respect to any matter that affects the Declarant or its rights hereunder without the consent and approval of the Declarant, which shall not be unreasonably withheld or delayed.

3.3 Quorum, Notice and Voting Quorum Notice and Voting Requirements

The quorum, notice and voting requirements pertaining to the Association are set forth in the Bylaws of the Association as the same may be amended from time to time. Any action by or on behalf of the Association may be taken with the assent given in writing and signed by Members who collectively hold or control more than sixty percent (60%) of the outstanding votes of the Association at the time of the action.

### **ARTICLE 4 GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS**

4.1 Powers and Duties. The affairs of the Association shall be conducted by its Board of Directors ("Board"). The Board shall be selected in accordance with the Bylaws of the Association. The Board, for the benefit of the Common Properties and Owners shall provide and pay for out of the assessments for in Article 6 below, the following:

A. Care and preservation of the Common Properties and the furnishing and upkeep of any personal property acquired by the Association for use in the Common Properties;

- B. Costs of operation and maintenance of the Airstrip and Ridge Landing Airstrip, Inc, as certified to the Association from time to time by the board of directors of Ridge Landing, Inc.; including without limitation the costs of third party contractors or service providers.
- C. Any private trash and garbage collection services and security arrangements if approved by the board and assessments are included to cover the cost thereof;
- D. Taxes, insurance and utilities (including without limitation electricity, gas, water and sewage charges) that pertain to the Common Properties only;
- E. Services of a person or firm (including Declarant and any affiliates of Declarant) to manage the Association or any separate portion thereof to the extent being divisible by the Board, and the services of such other personnel, as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by a manager designated by the Board;
- F. Legal and accounting services; and
- G. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, taxes, assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration, or which in its opinion shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration; including without limitation the Surface Drainage System.
- H. The Association shall be responsible for maintaining the Surface Drainage System wherever located on the Properties in a clean, safe and orderly condition and replacing them when necessary, in accordance with the requirements of the Southwest Florida Water Management District or a successor agency. The Board of Directors shall be responsible for ordering maintenance of the Surface Drainage System to be performed and may delegate the responsibility of ordering and/or performing the maintenance to one or more Management Companies. The Association shall judicially enforce collection of assessments for the maintenance, operation and replacement of the Surface Drainage System.

The Board shall have the following additional rights, powers and duties:

- I. To execute all declarations of ownership for tax assessment purposes with regard to any of the Common Properties owned by the Association;
- J. To acquire, own, manage, lease, convey, sell or otherwise dispose of real and personal property;
- K. To appoint and reappoint the members of the board of directors of Ridge Landing, Inc., from time to time.
- L. To approve all contracts and agreements entered into by Ridge Landing, Inc. calling for payments in excess of \$5,000.00.
- M. To enter into agreements or contracts with insurance companies, taxing authorities, and holders of first mortgage liens on the individual Lots with respect to:
  - i. Taxes on the Common Properties;

ii. Insurance coverage (if any) on Common Properties as they relate to the assessment, collection and disbursement process envisioned by Article 5 hereof; and

iii. Utility installation, consumption and service matters.

N. To borrow funds to pay costs of operations secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit or secured by such assets of the Association s deemed appropriate by the lender and the Association;

O. To enter into contract, maintain one or more bank accounts and generally they have all the powers necessary and incidental to the operation and management of the Association;

P. To protect or defend the Common Properties from loss or damage by suit or otherwise, to sue or defend in any court of law on behalf of the Association and to provide adequate reserves for repairs and replacements;

Q. To make reasonable rules and regulations for the operation of the Common Properties and to amend them from time to time;

R. To make available to each Owner within ninety (90) days after the end of each year an annual report;

S. Pursuant to Article 7 herein, to adjust the amount, collect and use any insurance proceeds of repair damage or replace lost property and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;

T. To enforce the provisions of this Declaration and any rules made hereunder and to find, enjoin and/or seek damages from any Owner for violation of such provisions or rules.

4.2 Board Powers Exclusive. The Board shall have the exclusive right to contract for all goods, services and insurance and the exclusive right and obligation to perform the functions of the Association, except as otherwise provided herein. In the event or if for any reason the Board is unable or unwilling to act for or on behalf of the Association and the Members, then Declarant may exercise its power and authority under Section 12.2 hereof to act for and on behalf of the Association and the Members and the Association shall reimburse Declarant for any and all reasonable expenses incurred in so acting.

4.3 Contracts with Owners. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner (including without limitation Declarant) for the performance, on behalf of the Association of services which the Board is otherwise required to perform pursuant to the terms hereof, such contracts to be on such terms and conditions and for such consideration as the Board may deem proper, available and in the best interest of the Association.

4.4 Liability Limitation. Neither any Member, the Board, any director or any officer of the Association shall be personally liable for debts contracted for, or otherwise incurred by the Association, or for the tort of another Member, whether such other Member was acting on behalf of the Association or otherwise. Neither the Declarant, the Association, its Directors, Officers, agents or employees shall be liable of any incidental or consequential damages for failure to inspect premises, improvements or any portion thereof, or for failure to repair or maintain the same. Declarant, the Association or any other person, firm or corporation liable to make such repairs or replacements shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portion thereof.

4.5 Reserve Funds. The Board may establish reserve funds, which may be maintained and accounted for separately from other funds maintained for annual operating expenses and may establish separate irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Association.

4.6 Restrictions on Contracts. Neither the Declarant nor the Association may directly or indirectly enter into any management agreement or other contract on behalf of the Association, which extends beyond the date Class B Membership ceases provided in Section 3.2 of the Declaration. The Association may however following such date, enter into new management agreements or other contracts in accordance with this Declaration.

## **ARTICLE 5 PROPERTY RIGHTS IN THE COMMON PROPERTY**

5.1 Members' Easements of Enjoyment. Subject to the provisions of Section 5.3 of this Article, every Member and every tenant of every Member, who resides on a Lot, and each individual who resides with either of them on such Lots, shall have the right and easement of use, recreation and enjoyment in the Common Properties and, subject to the rules and regulations of established by Ridge Landing, Inc., including the right to charge fees for use and services provided as are approved by the Association, the Airstrip and such easements shall be appurtenant to and shall pass with the title of every Lot provided, however, such easement shall not give such persons the right to make alterations, additions or improvements to the Common Properties or utilize the Airstrip other than in compliance with the rules and regulations imposed by Ridge Landing Airstrip, Incl.

5.2 Title to the Common Properties. Declarant shall promptly convey record title to the Common Properties at such time as one-half Lots have been sold and closed, reserving to the Declarant the rights set forth in this Declaration. Until such conveyance Declarant shall hold record title to the Common Properties for subject to the easements set forth in Section 5.1 hereof and subject to the obligations to convey the title as set forth in this Declaration. In any event prior to January 1, 2012, the Declarant will convey title in the Common Properties to the Association for the purposes herein envisioned. Declarant reserves the right to execute any open space declarations applicable to the Common Properties, which may be permitted by law in order to reduce property taxes.

5.3 Title to the Airstrip. Declarant shall convey title to the Airstrip to Ridge Landing, Inc. prior to or contemporaneously with the conveyance of the Common Properties. At or prior to the time of conveyance of the Common Properties, Declarant shall transfer the stock or other evidence of ownership of Ridge Landing, Inc. to the Association.

5.4 Extent of Members' Easements. The rights and easements of use, recreation, and enjoyment created hereby shall be subject to the following:

A. The right of the Association to prescribe establish reasonable regulations and policies governing, and to charge fees and deposits related to the use, operation and maintenance of the Common Properties;

B. The right of Ridge Landing, Inc. to prescribe and establish reasonable rules, regulations and policies governing, and to charge fees and deposits related to the use, operation and maintenance of the Airstrip and Taxiways;

C. Liens on mortgages placed against all or any portion of the Common Properties with respect to monies borrowed by the Association to improve or maintain the Common Properties;

D. The right of the Association to enter into and execute contracts with any party (including without limitation Declarant) for the purposes of providing maintenance or such other materials or services consistent with the purpose of the Association;

E. The right of the Declarant or the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

F. The right of the Association to suspend the voting rights of any Member and to suspend the right of any individual to use or enjoy any of the Common Properties for any period during which any assessment (including without limitation penalties and interest) against a Lot remains unpaid, and for any period of time deemed reasonable by the Association for the infraction of the then existing rules and regulations;

G. The right of the Association to dedicate and transfer all or part of the Common Properties to any municipal corporation, governmental entity, public agency, authority or utility company for such purposes and upon such conditions as may be agreed upon by Declarant and the Members having a majority of the outstanding eligible votes of the Association;

H. The right of Association to convey, sell or lease all or part of the Common Properties upon such terms and conditions that may be agreed upon by Declarant and the Members having a majority of the outstanding eligible votes of the Association is acceptable.

5.5 There is hereby created and reserved a blanket easement upon, across, through and under the Properties for the ingress, egress, installation, maintenance, repair, replacement, relocation and operation of any and all of the Surface Drainage System.

## **ARTICLE 6 COVENANTS AND ASSESSMENT**

6.1 Personal Obligation of Assessments. Except as exempt as provided below, each Owner of a Lot by acceptance of a deed or contract therefore, whether or not it shall be so expressed in such deed is deemed, as a part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the Association (or to an independent entity or agency which may be designated by the Association to receive such monies):

A. Regular assessments or charges for maintenance, taxes and insurance on portions of the Properties and the Common Properties and costs certified by Ridge Landing, Inc. (including without limitation those matters described in Section 4.1 hereof);

B. Special assessments for any private trash and garbage collection services and security arrangements.

C. Special Assessments for extraordinary repairs or improvements to the Airstrip required for safety or governmental requirements.

D. Special group assessments for capital improvements or unusual or emergency matters such assessments to be fixed, established and collected from time to time as hereinafter provided;

E. Special individual assessments levied against individual Owners to reimburse the Association for extra costs for maintenance and repairs caused by the willful or negligent acts of the individual Owner and not caused by ordinary wear and tear; and

F. Individual assessments and penalties levied against individual Owners for violations of rules and regulations pertaining to the Association and/or the Common Properties; such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special group and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each such Lot against which such assessment made and shall also be the continuing personal obligation of the then existing Owner of such Lot at the time which the assessment fell due.

G. Individual assessments and penalties levied against individual Owners by Ridge Landing, Inc. and certified to the Association for violations of rules and regulations pertaining to the Airstrip;

such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular, special group and special individual assessments, together with such late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each such Lot against which such assessment made and shall also be the continuing personal obligation of the then existing Owner of such Lot at the time which the assessment fell due.

6.2 Creation of Liens. The Association shall have a lien against each Lot to secure the payment of any assessment which may be levied pursuant to the terms and provisions of this Article 6 and Section 9.9, hereof, and the expense occurred in the connection with the enforcement thereof, including without limitation, interest at the maximum rate permitted by law, costs and reasonable attorney's fees. Such lien may be enforced by appropriate judicial proceedings and the amount secured thereby shall be the obligation of and chargeable to the Owner. Such liens shall be insubordinate and inferior only to the following:

i. Assessment liens and charges in favor of the State of Florida and any political subdivision thereof for taxes past due and unpaid on the Lot; and

ii. Amounts due under first mortgage deed of trust recorded in the public records of Polk County, Florida prior to the recordation of any lien assessment as provided in 6.3 of this Article 6.

6.3 Assessment Liens.

A. All sums assessed but unpaid, shall bear interest at the maximum rate permitted by law from the date such assessments are due as determined by the Board until such assessments are paid, and shall constitute a lien on the Lot superior to all other liens and encumbrances except as provided in Section 6.11. The Board or its duly appointed agent may (but shall not be required to) prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner and a description of the Lot. Such notice shall be signed by the an officer of the Association or the Association's its duly appointed agent and may be recorded in the public records for Polk County, Florida. Such lien may be enforced by the foreclosure of it upon the lot by the Declarant or the Board or its duly authorized agent. In any such proceeding, all additional costs, expenses and attorneys' fees incurred in connection with any such foreclosure proceeding. Declarant or the Board or its duly appointed agent shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. Any mortgage holding a lien on the Lot may pay but shall not be required to pay

any unpaid assessment owing with respect to the Lot, but such payment shall not be deemed a waiver of the Owner's default by either the Association or such mortgagee;

B. The amount of the assessments assessed against the Lot shall also be a personal obligation or indebtedness of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the liens securing the same.

C. Owner, by acceptance of the deed or bona fide contract to purchase one or more Lot(s) hereby expressly vests in the Association or its agents the right and power to bring an actions against the Owner personally for the collection of such charges as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens. No Owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Properties or by abandonment of his Lot.

D. If any assessment remains unpaid at the expiration of fifteen (15) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month that any portion of the assessment remain unpaid. The late charge shall be in the amount of \$25.00 for all Class A members. A reasonable service charge in an amount established by the Board shall be charged for each check that is returned because of insufficient funds. The amount of late charges and service charges may be adjusted from time to time by the Board consistent with any charge in the amount of the regular or special assessment; provided, however, that the amount of late charges assessed against Class B members shall be fifty percent (50%) of the amount a late charge is assessed against Class A members.

6.4 Institutional Mortgage Priority and Status of Transferees. Any lien provided for in this Article 6 shall be subordinate to a competing lien of an Institutional Mortgage made in good faith and for value and recorded before a claim of lien is filed.

No person or entity that acquires title to property within the Properties as a result of foreclosure of an Institutional Mortgage or that accepts a deed to all such property in lieu of foreclosing an Institutional Mortgage of record shall be liable for the share of periodic or special assessments pertaining to that property or chargeable to the former Owner thereof which becomes due prior to its acquisition of title, unless such share is secured by a claim of lien for periodic or special assessments recorded prior to the recording of the mortgage in question. Any such share of assessments for which the new Owner is not liable shall be collectible by periodic or special assessments from all the Owners including the new Owner of the Property in question. Except as expressly provided hereinabove, every grantee in a voluntary conveyance of assessable property shall be jointly and severally liable for all unpaid periodic or special assessments against the grantor for his share of the assessments up to the time of the conveyance. Anything contained in this Section 6.4 to the contrary notwithstanding, each and every Owner, including purchasers at a judicial sale, shall be liable for all periodic and special assessments coming due while he is the Owner of assessable property regardless of how his title to it was acquired.

6.5 Purpose of the Assessments. The assessments levied by the Association will be used exclusively for the purpose of:

- i. Promoting health, recreation, safety and welfare of the residents of the property;
- ii. Improving and maintaining streets, access easements, or other properties, services and facilities directly related to the use and enjoyment of the Common Properties;
- iii. Improving, operating and maintaining the Airstrip or other properties, services and facilities directly related to the use and enjoyment of the Airstrip;

iii. The payment of taxes on the Common Properties and the Airstrip and insurance (if any) in connection with the Common Properties and the repair, replacement and additions thereto;

iv. The payment for electricity for streetlights and exterior lights and the repair, replacement and additions of various items within the Common Properties;

v. Trash and garbage collection and security arrangements as may be determined necessary and appropriate by the Association from time to time;

vi. Paying the cost of labor, equipment (including the expense of leasing any equipment) and material required for the management and supervision of, the Common Properties;

vii. Carrying out the duties of the Board as set forth in Article 4 hereof envisioned or any amendment or supplement hereto; in any manner or thing in connection with any zoning, subdivision, platting, building or development requirements;

viii. Maintaining the Surface Drainage System.

#### 6.6 Amount of Regular Maintenance Assessments

A. Until and otherwise determined by the Board, maximum regular assessments shall be \$30.00 per Lot per month;

B. The Board may establish the maximum annual assessment for each Lot provided that the maximum annual assessment may not be increased more than thirty percent (30%) above the maximum annual assessment for the previous year unless otherwise approved by the Members of the Association as provided in Section 3.3 of Article 3;

C. After consideration of current maintenance costs and future needs of the Association, the Board may fix the actual annual assessments at an amount equal to or less than the then existing maximum annual assessment;

D. The Board may establish a time price differential schedule for the payment of the regular assessment in which the lowest amount is the actual regular base assessment.

6.7 Special Assessments for Capital Improvements. In addition to the regular assessments authorized by Section 6.3 hereof, the Association may levy in any fiscal year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties including any necessary fixtures and personal property related thereto provided that any such assessment shall have the affirmative approval of the Members of the Association as provided in Section 3.3 of Article 3.

6.8 Uniform Rate of Annual and Special Assessments. Both regular and special capital assessments must be fixed at a uniform rate for all lots owned by Class A Members. Each lot owned by Class A Members shall be charged one hundred percent (100%) of the established per lot assessment. Lots owned by Declarant shall not be charged with any portion of any assessment.

6.9 Date of Commencement of Assessments and Due Dates. The Board may prescribe from time to time that the regular base assessments are to be collected on an annual,

semi-annual, quarterly, or monthly basis and accordingly to the Board shall prescribe the appropriate due dates and, if applicable, the time price differential rates and due dates. All regular base assessments shall be collected in advance. The due date or dates (if it is to be paid in installments) of any other assessment or special assessment under Section 6.6 and Section 6.7 hereof shall be fixed in the respective resolution authorizing such assessments.

#### 6.10 Duties of the Board with Respect to Assessments.

A. In the event of a revision to the amount or rate of the regular base assessment or establishment of a special group or special individual assessment, the Board shall fix the amount of the base assessment against each Lot and applicable due dates for each assessment at least sixty (60) days in advance of such date or period and the Board shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association;

B. Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto

C. The Board shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing Signed by an officer of the Association setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

#### 6.11 Exempt Property

The following property otherwise subject to this Declaration shall be exempted from the assessments charges and liens created herein.

A. All properties dedicated and accepted by a local public authority and devoted to public use;

B. All Common Properties and the Airstrip as defined in Article 1 hereof; and

C. Any and all areas, which may be reserved by the Declarant on a recorded plat(s) of the Property.

D. Unsold Lots owned by the Declarant.

### **ARTICLE 7 INSURANCE, REPAIR AND RESTORATION**

7.1 Right to Purchase Insurance. The Association shall have the right and option to purchase and carry and maintain in force insurance covering any or all portions of the Common Properties, any improvements thereon, or appurtenant thereto, for the interest of the Association and all Members thereof in such amounts and with such endorsements and coverage as shall be considered good, sound insurance coverage for property similar in construction, location and use to the subject property. Such insurance may include, but need not be limited to:

A. Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in the amount which shall be equal to the maximum insurable replacement value excluding foundation and excavation costs as determined by the insurance carrier;

B. Public liability and property damage insurance on a broad form basis;

C. Fidelity bond for all officers and employees of the Association having control over the receipt and disbursement of funds; and

D. Officers and directors liability insurance.

7.2 Insurance Proceeds. The Association members shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance shall be paid to the Association as required in this Article 7 remaining after satisfactory completion of repair and replacement shall be retained by the Association as part of the general reserve for repair and replacement of the Common Properties.

7.3 Insufficient Proceeds. If the insurance proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Article 6 of this Declaration to cover the deficiency.

## **ARTICLE 8 USE OF COMMON PROPERTIES**

8.1 Use of Common Properties. Use of the Common Properties shall be limited to Members, their families, guests and such other persons as may first be approved by the Association. With the exception of regular business activities of Declarant, no person or entity shall use any portion of the Common Properties to:

A. Solicit, promote or conduct business, religious, political, or propaganda matters;

B. Distribute handbills, newsletters, flyer, circulars, or other printed materials; without the prior written consent of the Association (which consent may be withheld and if so, with absolute discretion).

8.2 Damage to the Common Properties. Each member shall be liable to the Association for any damage to any portion of the Common Properties, including the Surface Drainage System caused by the negligence or willful misconduct of the member or his family and guests.

8.3 Restrictive Actions by Members. No member shall permit anything to be done on or in the Common Properties which would violate any applicable public law or zoning ordinance or which will result in the cancellation or increase of any insurance carried by the Association or which would be in violation of any law or any rule or regulation promulgated by the Board.

8.4 Restrictions on Construction Activities. No construction activities may be conducted relative to any portion of the Surface Drainage System or the Taxiways; prohibited activities include digging or excavation, depositing fill, debris or other material or item; constructing or altering any water control structure or any other construction to modify the Surface Drainage System without the written approval of the Southwest Florida Water Management District.

8.4 Rules of the Board. All members shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies and a member determined to have violated said rules and regulations shall be liable to the Association for all damages and costs including reasonable attorneys' fees.

8.5 Private Streets. The entry street, streets network within Ridge Landing Residential Community are "private" and constitute a portion of the Common Properties, which are subject to

the jurisdiction and administration by the Association. In addition to other provisions appearing in this Article 8, the Board is specifically authorized to recommend, adopt, implement, and enforce rules, regulations, mechanisms, and procedures governing the use thereof covering such items as (but not necessarily limited to):

- A. Identification entry programs for Members or respective immediate families or guests, vehicles or aircraft owned or driven by any of them;
- B. Speed limits, designated parking area, restrictive parking areas, and no parking areas;
- C. Special traffic and safety rules for the handling of aircraft traffic on the ground, the utilization of streets and access easements, including the runway and taxiways by aircraft and other vehicles, the parking of aircraft, engine run-up and other activities peculiar to a flying community's needs.
- D. Signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters;
- E. A penalty system through which the Association can levy and collect penalties from its Members for violation of the applicable rules and regulations; and
- F. Disclaimers of liability for any known matters or occurrences on or related to the Common Properties.

## **ARTICLE 9 CONSTRUCTION AND IMPROVEMENTS AND USE OF LOTS**

The Property (and each Lot situated therein) shall be occupied and used as follows:

9.01 Residential Use. All Lots (excluding however those platted Lots on which certain Common Properties will be located) shall be used for single-family residential purposes only. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than a single-family dwelling. No improvement or construction can begin until plans have been submitted in writing to the Architectural Review Committee and the residential owner has received prior written approval from the Architectural Review Committee. The "Ridge Landing Homeowner's Association Building Requirements" attached as Exhibit B are incorporated herein by reference and shall be deemed to be included herein as though set forth in full. A Hanger may be constructed during or after the building of a residence, provided permits are applied for and County Regulations are complied with. No structure shall be constructed prior to the construction of the main Residence. A tie down is permitted for visiting aircraft.

9.02 Height of Structures. No building or structure on any Lot shall exceed two (2) stories in height.

9.03 Garages and Aircraft Hangars. Open sided carports or plane ports are expressly prohibited and all garages or hangers must be equipped with doors.

9.04 Building and Shrubbery Lines. All residences erected or placed on any Lot shall face the street adjacent to the Lot as shown in the recorded plat of the Property. No portion of such dwelling or residence or any building erected thereon shall be located nearer to any street or easement than the minimum building setback lines as shown on the recorded plat of the Property and on the "Ridge Landing Homeowner's Association Building Requirements" attached as Exhibit "B". Notwithstanding any other provision for minimum setbacks the minimum setback from any easement for the Taxiway easement adjacent to any lot shall be 15 feet for both

buildings and shrubbery and the minimum setback from the Runway area designated on the Plat shall be 35 feet for shrubbery and 40 feet for buildings.

9.05 Fire Protection. Each structure, which is required by law to have automatic sprinkler system, shall have a automatic sprinkler system installed that fully meets the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems; NFPA 13D, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes; NFPA 13R, Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height and State Statutes 633. If a sprinkler system protecting a building does not fully meet the requirements of NFPA 13, NFPA 13D or NFPA 13R, a water supply for manual fire protection shall be provided. For any structure protected by an automatic fire suppression system, the authority having jurisdiction shall determine the minimum water supply required for fire-fighting purposes. The Fire Marshal office will inspect the sprinkler system before a Certificate of Occupancy is issued. These systems shall be maintained per State Statute 633 and the National Fire Protection Association standards.

9.06 Signs. No sign or signs shall be displayed to the public view on any Lot except that:

i. Any builder constructing a residence for an Owner or on speculation may utilize one professional sign (not more than nine (9) square feet in size) per Lot for advertising and sales purposes;

ii. Thereafter, a dignified "For Sale" or "For Rent" sign (of not more that nine (9) square feet in size) may be utilized by the Owner of the respective Lot for the applicable sale or rental of the residence.

9.07 Easements; Utilities. All streets and easements shown on the recorded plat of the Property or otherwise reserved in this Declaration, including Section 10.5, below, have been reserved for the purposes indicated. No Owner may erect any structure of any type whatsoever in these easement areas or the applicable minimum setbacks associated therewith, nor may the Owner use the surface of the easement area for any private use including parking of vehicles, aircraft, etc. No Owner may plant or cultivate any tree, shrubbery or other vegetation or maintain any other vertical obstruction over within any easement area or minimum setback areas. With respect to these easement areas as well as any other areas described within recorded easement documents in the Common Properties, any and all bona fide public utility service companies shall have the right of access, ingress, egress, regress and the use of the surface estate for the installation and maintenance of the utility facilities provided that no above ground structure may be placed in any easement for Taxiways or its applicable adjacent minimum setback area.

9.08 Temporary Structures. No temporary structure of any kind will be erected or placed upon any Lot. Temporary structures will include but not limited to any garage, aircraft hanger, mobile home, etc.

9.09 Parking. No vehicle shall be permitted to park on the streets, easements or runway within the Property at any time. The Owner of each Lot must provide sufficient off street parking for guests or other invitees of the Owner of such Lot.

9.10 Garbage and Weeds. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Each residential owner shall keep all parts of its lot, including the Residence and any and all accessory structures, in good order, working condition, mowed and clean and free of debris. All garbage shall be kept in containers approved by the Association. The Association shall determine the appropriate location for such garbage containers for collection.

If after ten (10) days prior written notice an Owner shall fail to:

- i. Control weeds, grass and/or unsightly growth;
- ii. Remove trash, rubble, building and construction debris; or
- iii. Exercise reasonable care or conduct to prevent or remedy an unclean, untidy or unsightly condition then the Declarant or the Board shall have the authority and right to go on to said Lot for the purpose of mowing and cleaning said Lot and shall have the authority and right to assess and collect from the Owner of such Lot a sum sufficient to cover the cost for mowing and cleaning of said Lot on each respective occasion of such mowing or cleaning. The assessments, together with interest (at the highest permitted lawful rate per annum) thereon and any costs of collection thereof, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest thereon and the costs of collection thereof shall also be the continuing personal obligation of the Owner of such Lot at the time when the assessment occurred. The lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals and extensions thereof existing prior to the assessment date.

9.11 Construction Completion. A purchaser shall be obligated to commence construction of a residential dwelling on such Lot within 5 years from date of closing unless waived by the Board. In the event that a residence is partially or totally damaged by fire or other causes, the Owner of such residence must either rebuild the residence or completely clear the Lot. In the event the Owner desired to rebuild, the construction or restoration of the damaged residence or portion thereof must commence within one hundred twenty (120) days after the occurrence causing the damage and complete the same within twenty four (24) months thereafter. In the event the Owner does not desire to rebuild, the Owner must clear away all the many debris and restore the Lot to the condition in which it existed prior to the initial construction of the damaged residence.

9.12 Offensive/Noxious Activities and Animals. No noxious or offensive activities including but not limited to, odors, vibrations, noise/sound or light shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or a nuisance within the Property or any portion thereof. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot. No pet may be kept, bed or maintained for commercial purposes. Dogs, cats, or other household pets are permitted but must be kept in a fenced-in enclosure, subject to Architectural Committee Approval, or on a leash. No more than four (4) four footed pets will be permitted in any one Residence. If, in the sole and absolute discretion of the Board, any pet becomes dangerous or a nuisance, then the Residential Owner must remove said pet(s) within 14 days from written notice of the decision of the Board.

9.13 Antennas and Aerials. Antennas and Aerials shall be located no further forward than the front half of the house. Satellite dishes and aerials shall be permitted only if they do not extend above the roof of the house or hanger. No towers shall be permitted.

9.14 Firearms. There shall be no discharging of firearms on the Property.

9.15 Oil, Gas and Mineral Extraction. The drilling of oil and gas wells or extracting mineral by any means from any portion of the Property is prohibited.

9.16 Outside Storage. No inoperative aircraft, boats or other vehicles or disassembled parts thereof shall be kept, parked or stored on any Lot except inside fully enclosed hanger or garage. No boat, boat trailer, house trailer, camper, recreational vehicle, or similar vehicle shall be parked or stored on any driveway, yard or Lot for any period of time in excess of seven (7)

consecutive days, every two (2) months, except for loading and unloading and minor maintenance purposes.

9.17 Fuel Storage. Bulk storage of gasoline or other motor fuels on any Lot is permitted so long as the storage is permitted by the applicable governmental regulations and in compliance with such regulations.

9.18 Commercial Aircraft Activity. Except as provided below, no business or commercial enterprise shall be allowed or conducted on or from any lot or the Common Areas without the prior written consent of the Homeowner's Association Board of Directors. Specifically, no aerial spraying operations or public flight schools shall be allowed to operate from Ridge Landing. An aircraft maintenance shop or aviation repair facility is permitted to from within the Owner's personal hanger so long as it is in compliance with the applicable governmental regulations and does not conduct any of such repairs outside of the hangar or store parts, equipment or aircraft awaiting repair or delivery outside of such hangar.

9.19 Sanitary Waste System. All residences shall be connected to a norm gravity flow septic system of approved construction in accordance with the requirements of the State Department of Health of the State of Florida, all local regulations and requirements and any regulatory authority having jurisdiction over the sewage systems. Each such system shall be placed at the rear of the residence. The Architectural Review Committee must approve any variation as to location or type of septic system.

9.20 Water Supply. All residences will be connected to a private water well drilled for the residence. The well shall be located in the front of the residence so as to locate it as far as reasonably possible from the septic system in accordance with the requirements of the State Department of Health of the State of Florida.

## **ARTICLE 10 EASEMENTS**

10.1 Utilities. Easements for installation, maintenance repair and removal of utilities and drainage facilities aver, under and across the Property are reserved as set forth in Section 9.9 above. Full rights of ingress and egress shall be had by Declarant and any bona fide utility company at all times over the easement areas for the installation, operation, maintenance, repair and removal of any utility together with the right to remove any obstruction that may be place in such easement that would constitute interference with the use of such easement or with the use, maintenance, operation or installation of such utility; provided however that no utility company may construct any above ground structure in any easement provided for Taxiways or the adjacent minimum setback area.

10.2 Ingress, Egress and Maintenance by the Association. The Association and Developer shall have full rights of ingress and egress at all times over and upon the Common Properties and for the purpose of maintaining the Common Properties as set forth herein.

10.3 Police Power Easement. With respect to the Common Properties and streets, easements and rights of way within the Property, all governmental agencies and authorities shall have full rights of ingress, egress, regress and access for personnel and emergency vehicles for maintenance, police and fire protection, drainage and other lawful police powers designed to promote the health, safety and general welfare of the residents within the Property.

10.4 Side Yard Easement, Taxiway and Runway Easement. Each Owner shall have and the extent applicable each lot shall be subject to: (a) a 10-foot side yard easement along the respective side lot lines for utilities and temporary access. (b) a Taxiway easement over the areas designated

on the Plat or in this Declaration, including Section 10.5, below, which shall be maintained clear of private vehicles (except in an emergency), vegetation and debris for the purpose an adequate open space for taxiing aircraft from each Lot to the Runway , which shall not interfere with existing drainage or utility easements (should vehicles be needed to assist aircraft on a non-emergency basis, the Association must be notified in advance and written approval obtained; (c) a 125 foot easement for runway purposes on the area designated for the Runway on the Plat..

10.5 Additional Easement Areas. In addition to the easement areas shown or designated on the Plat:

- A. The Taxiway/utility easement shown on the Plat as the North 40 feet of the South 50 feet of Lots 28, 29, 30, 31, 32, 69, 70 and 71 is hereby expanded to encompass the north 50 feet of the South 60 feet of said Lots 28, 29, 30, 31, 32, 69, 70 and 71 thus making the Taxiway easement 50 feet in width;
- B. There is granted an easement for drainage, detainment and containment of the Stormwater over the area presently improved with a swale along the Southerly side of Lots 28, 29, 30, 31, 32, 69, 70 and 71 being 20 feet in width and lying North of and adjacent to the expanded Taxiway/utility easement described in sub part A., above; and,
- C. The Taxiway/utility easement shown on the Plat as the West 40 feet of the East 50 feet of Lots 10, 11 and 12 is hereby expanded to encompass the East 50 feet of said Lots 10, 11 and 12 thus making the Taxiway easement 50 feet in width and contiguous to the Easterly lot line of Lot 8.

## **ARTICLE 11**

### **GENERAL PROVISIONS**

11.1 Registration With the Association. In order that the Declarant and the Association can properly acquaint every Lot purchaser and every Owner with these Covenants and Restrictions and the day to day matters within the Association's jurisdiction, each and every Owner shall have an affirmative duty and obligation to originally provide and thereafter revise and update within fifteen (15) days after a material change has occurred in various matters of information to the Association such as:

- A. The full name and address of the Owner;
- B. The full name of each individual family member who resides within the residential dwelling of the Owner;
- C. The business address, occupation and telephone number of each Owner;
- D. The name, address and telephone number of other local individuals who can be contacted (in the event the Owner cannot be located) in case of an emergency; and
- E. Such other information as may be reasonably requested from time to time by the Association.

11.2 Duration. The Covenants and Restrictions of the Declaration shall run with and bind the land subject to this Declaration and shall insure to the benefit of and be enforceable by the Association and/or the Owners subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term ending January 1, 2028, after which time

said covenants shall be automatically extended for two (2) successive periods of ten (10) years each unless an instrument signed by not less than seventy-five percent (75%) of the then Owners has been recorded agreeing to abolish the Covenants and Restrictions in whole or in part; provided, however, that no such agreement to abolish shall be effective unless made and recorded thirty (30) days in advance of the effective date of such change; and unless written notice of the proposal agreement to abolish is sent to every Owner at least ninety (90) days in advance of any action taken.

If the Covenants and Restrictions set forth in this Declaration are not extended or for any reason the Association ceases to exist, each of the owners of each the Lots shall be jointly and severally responsible for the operation and maintenance of the Surface Drainage System in accordance with the requirements of the Environmental Resource Permit unless an alternate entity assumes responsibility in the manner provided in the rules and regulation propounded by SWFWMD from time to time.

#### 11.4 Amendments

Except as provided in Section 11.3, this Declaration may be amended and/or changed in whole or in part by the Declarant until Declarant shall cease to have a majority of the votes in the Association and thereafter by the vote or consent by of Members (including the Declarant) representing seventy-five percent (75%) of the membership votes evidenced by a document in writing bearing each of their signatures and duly recorded in the Real Property Records of Polk County, Florida; or by a certificate executed by the President or Vice President of the Association certifying that at a duly called meeting of the Members a resolution was adopted making such amendment and that at that meeting at least seventy-five percent (75%) of the membership votes voted in favor of the resolution ; provided, however, that any such amendment which has a materially adverse effect upon substantial rights of an Institutional Mortgagee without the Mortgagee's prior written consent and no amendment shall be deemed to apply to that Institutional Mortgagee and no such amendment which changes the rights, privileges and obligations of the Declarant may be adopted without the without the Declarant's prior written consent; provided further, that no amendment shall be permitted which changes the rights, privileges and obligations of the Association with respect to the Surface Drainage System without the prior written consent of the Southwest Florida Water Management District (or a successor agency). Without in any way limiting the generality of the foregoing, as long as it owns any , the Declarant shall have an absolute right to make any amendments to this Declaration until Declarant ceases to be a Class B Member (without any other party's consent or joinder) that are requested or required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or any other governmental or quasi-governmental body which owns or expects to own one or more Institutional Mortgages on Residential Units or to insure the payment of one or more such mortgages or that are requested or required by any Institutional Mortgagee or prospective Institutional Mortgagee to enhance the salability of its mortgages on residential improvements to one or more of the foregoing.

11.5 Enforcement. Enforcement of these Covenants and Restrictions shall be by proceeding initiated by any Owner, or by the Board against any person or persons violating or attempting to violate any Covenant or Restriction contained herein, either to restrain or enjoin violation or to recover damages for the violation, or both, or to enforce any lien created by this instrument. Notwithstanding any provision to the contrary in this Declaration, Declarant shall not have any duty, obligation or responsibility to enforce any of these Covenants and Restrictions. Failure by any party to enforce any Covenant or Restriction herein contained shall in no event be deemed a

waiver of the right to do so thereafter. With respect to any litigation hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees from the non-prevailing party. Further, with respect to any litigation brought against the Board, or any of their Members or representatives arising out of any action, failure to act or performance or non-performance of duties imposed hereby by the Board or their Members or representatives, the Board and/or their Members or representatives, so sued shall be entitled to recover their reasonable attorneys' fees from the person or entity bringing such action against it or them unless the Board or their Member or representatives shall specifically be adjudicated liable to any such claimant.

In addition to the foregoing the SWFWMD shall have 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 Drainage System.

In addition, after the conveyance of the Airstrip to Ridge Landing, Inc., by the Declarant then Ridge Landing, Inc. shall have the right to take enforcement measures, including a civil action for injunction, mandamus, damages and penalties to compel compliance with this Declaration and the rules and regulations adopted by it and the Association for the operation and maintenance of the Airstrip.

11.6 Imposition of Violation Penalty. In the event that any person fails to cure or fails to commence and proceed with diligence to completion, the work necessary to cure any violation of the Covenants and Restrictions contained herein within ten (10) days after receipt of written notice from the Board designating the particular violation, the Board shall have the power and authority to impose upon that person a penalty for such violation (the "Violation Penalty") not to exceed five hundred dollars (\$500.00). If after the imposition of the Violation Penalty, the violation has not been cured or the person has still not commenced the work necessary to cure such violation, the Board shall have the power and authority upon ten (10) days written notice to impose another Violation Penalty, which shall also not exceed five hundred dollars (\$500.00). There shall be no limit to the number or the aggregate amount of Violation Fines, which may be levied against a person for the same violation. The Violation Penalties together with interest at the highest lawful rate per annum and any costs of collection including attorneys' fees, shall be a continuing lien upon the Lot against which such Violation Penalty is made.

11.7 Severability. If any one of these Covenants and Restrictions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Covenant and Restrictions shall not be affected thereby.

11.8 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

11.9 Notices to Owners. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered and deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the last known address of the person who appears as the Owner on the records of the Association at the time of such mailing.

11.10 Proposals of Declarant. The proposals of Declarant as set forth in the various provisions hereinabove to develop additional parcels of property for residential purposes and/or expand the Common Properties (not only geographically but also in the terms and types of amenities available for use) and items of related nature are mere proposals and expressions of existing good faith, intentions and plans of Declarant and shall not be deemed or construed as promises, solicitations, inducements, contractual commitments, or material representations by Declarant upon which any person or entity can or should rely.

11.11 Disputes. Matter of dispute or disagreement between Owners with respect to the interpretation or application of the provisions excluding Article 9 and the issues concerning "Substantial Completion" of this Declaration, or the Association Bylaws shall be determined by the Board. Matters pertaining to Article 9 and issues concerning "Substantial Completion" shall be determined by the Committee. These respective determinations (absent arbitrary and capricious conduct or gross negligence) shall be final and binding upon all Owners.

IN WITNESS WHEREOF, Bountiful Lands Inc., being the Declarant herein, has caused this instrument to be executed this day

Signed in the Presence of:

\_\_\_\_\_  
Print Name:

BOUNTIFUL LANDS INC., a Florida Corporation

By: \_\_\_\_\_  
John P. Fazzini, its President

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by John P. Fazzini, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath, as President of Bountiful Lands, Inc. on behalf of the corporation.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print or Type Notary Name)

Commission (Serial) Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## Exhibit "A"

THE SW 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE SW 1/4 OF SECTION 26, TOWNSHIP 31 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA;

**AND**

THAT PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 31 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING EAST OF THE C.S.X. RAILROAD RIGHT OF WAY;

**AND**

THAT PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 31 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, LYING EAST OF THE C.S.X. RAILROAD RIGHT OF WAY;

**AND**

LOTS 1 THROUGH 20, INCLUSIVE, IN BLOCK 1; TOGETHER WITH THAT PART OF THE RIGHT-OF-WAY OF TANGERINE AVENUE THAT LIES WEST OF LOTS 13 THROUGH 20 OF BLOCK 1 AND EAST OF LOTS 5 THROUGH 12 OF BLOCK 2; ALL OF BLOCKS 2, 3, 4, 5, 6 AND 7; ALL OF BLOCK "A"; TOGETHER WITH THAT PART OF TANGERINE AVENUE RIGHT-OF-WAY LYING WEST OF BLOCK 7 AND EAST OF BLOCK 6; ALL OF THE RIGHT-OF-WAYS OF HIBISCUS AVENUE, MAGNOLIA AVENUE, CENTRAL AVENUE, LAKEVIEW AVENUE, ORANGE STREET AND THE UNNAMED 20 FOOT RIGHT-OF-WAY LYING SOUTH OF LOTS 9 AND 16 OF BLOCK 7, LOTS 9 AND 16 OF BLOCK 6, AND LOTS 9 AND 11 OF BLOCK 5; ALL IN LAKE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGE 32, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA;

**AND**

THAT PART OF LOTS 20 THROUGH 59, INCLUSIVE, TOGETHER WITH THE RIGHT-OF-WAY ADJACENT AND WEST OF LOTS 39 AND 40 IN BLOCK 7 OF LAKE CALOOSA BANANA CORPORATION, PLAT NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 9, PAGES 23 AND 24, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY 27.

### **WHICH IS MORE PARTICULARLY DESCRIBED AS:**

BEGINNING AT THE SE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 27, TOWNSHIP 31 SOUTH, RANGE 27 EAST; THENCE RUN SOUTH 89°49'44" WEST, ALONG THE SOUTH LINE OF SAID NE 1/4 OF THE SE 1/4, 45.41 FEET TO THE EAST RIGHT-OF-WAY OF THE C.S.X. RAILROAD; THENCE RUN NORTH 31°11'12" WEST, ALONG SAID RAILROAD RIGHT-OF-WAY, 3074.49 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NE 1/4 OF SAID SECTION 27; THENCE RUN NORTH 89°45'44" EAST, ALONG SAID NORTH LINE, 1223.34 FEET; THENCE RUN SOUTH 00°46'27" EAST, 200.00 FEET; THENCE RUN NORTH 89°45'44" EAST, 200.00 FEET; THENCE RUN NORTH 00°46'27" WEST, 200.00 FEET, TO THE AFORESAID NORTH LINE OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 27, TOWNSHIP 31 SOUTH, RANGE 27 EAST, THENCE RUN NORTH 89°45'44" EAST, ALONG SAID NORTH LINE 190.08 FEET TO THE NW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 31 SOUTH, RANGE 27 EAST; THENCE RUN NORTH 89°26'42" EAST, ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NW 1/4 OF SAID SECTION 26, 1326.60 FEET TO THE SW CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 26; THENCE RUN NORTH 00°28'50" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE NW 1/4 OF SAID SECTION 26, 52.72 FEET; THENCE RUN NORTH 89°36'41" EAST, 715.99 FEET, TO THE WESTERLY RIGHT-OF-WAY OF U.S. HIGHWAY 27; THENCE RUN SOUTH 32°06'10" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, 1032.25 FEET; THENCE RUN SOUTH 89°30'28" WEST, 1257.21 FEET TO THE AFORESAID WEST LINE OF THE EAST 1/2 OF THE NW 1/4 OF SECTION 26, TOWNSHIP 31 SOUTH, RANGE 27 EAST; THENCE RUN SOUTH 00°28'50" EAST ALONG SAID WEST LINE, 489.57 FEET TO THE NE CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 26; THENCE RUN SOUTH 00°33'10" EAST, ALONG THE EAST LINE OF SAID NW 1/4 OF THE SW 1/4, 1316.96 FEET TO THE SE CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE RUN SOUTH 89°19'50" WEST, ALONG THE SOUTH LINE OF SAID NW 1/4 OF THE SW 1/4, 1326.32 FEET TO THE POINT OF BEGINNING.

## RIDGE LANDING HOMEOWNER'S ASSOCIATION BUILDING REQUIREMENTS

This document is a simplified list of the building requirements stated in the Ridge Landing Homeowner's Association Declaration of Covenants. It also contains additional requirements established by the Ridge Landing Homeowner's Association Architectural Review Committee. As stated in the Covenants, the responsibility of the Architectural Review Committee is to insure a subdivision of the highest quality and standard, buildings that are attractive and pleasing in appearance from all sides of view and enforcing the building restrictions. The Architectural Review Committee serves at the pleasure of the Board and has exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in accordance with the Declaration of Covenants. Please refer to the Declaration for further detail.

1. Every owner must employ a properly, pre-approved, licensed general contractor to construct a residence on his or her lot. All licensed contractors or engineers experienced as a general contractor must be pre-approved by the Architectural Review Committee.
2. Architectural Requirements can be submitted to Bountiful Lands Inc. 101 E. Stuart Ave. Lake Wales, FL 33853. The Committee generally meets once a month to review new plans and exterior changes to existing homes.
3. Prior to the beginning of any construction, all builders must submit the following to the Architectural Review Committee for approval:
  - 1) a complete set of building plans
  - 2) building specifications including hangar placement
  - 3) a site plan (1"=60' scale) showing lot dimensions, house position on lot, all setbacks, drives, walks, pool, enclosures, decks and any other structural items to be built on home site
  - 4) a pool and enclosure plan
  - 5) a detailed drawing of any fence or wall
  - 6) landscape design
  - 7) landscape specifications
  - 8) samples of paint color of exterior, trim and doors and list where each color will be applied
  - 9) samples of roofing, stone, brick, pavers or any other exterior finish to be used (samples will not be returned)
  - 10) a \$1,500 \*refundable building deposit (to cover the cost of any repairs to roads, curbs or adjacent lots)
  - 11) a cost breakdown of house and lot (to determine percentage for landscaping).

\*After Committee's review of the site, if all has been complied with, check will be returned within 30 days.

4. The Architectural Review Committee will review the items submitted at their monthly meeting and contact the builder or owner concerning approval of the plans or changes in a timely fashion.
5. Lots require a minimum air conditioned living space of 2300 sq. ft. with no less than 3000 total sq. ft. for one-story dwellings and a minimum air conditioned living space of 2000 sq. ft. for the ground floor and 3000 total sq. ft. for a two-story dwelling. All site plans must include a minimum 40 X 40 proposed hangar location. The house will have to equal or exceed the width of the hangar or have a sign off by the Architectural Review Committee. A minimum 4/12 pitch will be allowed on hangars.
6. Each home must be connected to the common security system located at the entrance of Ridge Landing.
7. All pitched roofs must have at least a 6/12 slope on the main body of the home. A minimum 5/12 slope will be acceptable on two-story homes. Flat roofs will not be permitted. Each home requires a minimum of 30-year dimensional roofing. Tile is allowed but metal roofing must be submitted and approved.
8. Any exposed portion of a chimney must be constructed solely of brick, stone or stucco.
9. Each parcel is exclusively for single family homes. No more than one dwelling may be located on any one parcel.
10. Parking spaces and driveways to garage must be planned and executed in an attractive and functional manner and the location of existing trees, topography, streetscape and compatibility with surrounding improvements must be considered.
11. Each home requires a minimum of a two-car garage, 22 ft. in width.
12. Driveways must be a minimum of 16 ft. wide; Circular driveways a minimum of 12 ft. wide. They must be concrete paved of stable and permanent construction as a minimum. Decorative drives will be allowed. All concrete driveways must have a light broom finish and joints shall be provided to prevent surface cracking. This shall be applicable also to hangers and concrete taxiways, to be constructed consistent with the style of home and décor and must be submitted and approved.
13. All exterior lighting shall be consistent with the character established in Ridge Landing and be limited to the minimum necessary for safety, identification and decoration. Exterior lighting of buildings for security and/or decoration must be limited to concealed up-lighting or down-lighting. The style and type of lighting must be compatible with the building designs and materials.
14. Finish exterior building materials must be applied consistently to sides of the exteriors of buildings. No simulated brick will be permitted. Finish exterior colors must be applied consistently to all sides of the exteriors of the buildings. All exterior colors must

- be submitted and approved by the Architectural Review Committee (including trim and door colors).
15. Gates, fences or wall enclosures must be constructed of wrought iron, brick or stucco with columns and banding. Vinyl fence will be acceptable based on architectural approval. Fencing cannot be taller than 4 feet high and can extend only from the back corners of the house. You must landscape the front of the fence facing the street; however you do not need to landscape in front of your gate. Fencing would be required to meet the setback from the rear property line.
  16. A minimum of an 8-inch fascia board is required. Approved materials being clear FJ cedar or Hardi-board. Fascia Board must continue consistently along sides in view. Must have overhang with soffit and fascia.
  17. Heights of buildings shall be compatible with adjacent buildings. Maximum height of walls is 20 ft. with a minimum 5/12 slope.
  18. There will be no alterations of ground elevation exceeding one foot excepting driveways, pedestrian walkways and foundations.
  19. All exterior appurtenances or mechanical equipment must be concealed from view by walls of the same materials and color as the building or by landscaping. Installation of any antenna tower or flag pole must be approved by the Architectural Review Committee.
  20. Each home site requires landscaping of a minimum of \$7,000 excluding sod and irrigation. The builder must submit the cost of the house and lot to the Architectural Review Committee with the landscaping plan & specifications before construction.
  21. A basic landscaping plan and specifications for each home site must be submitted to and approved by the Architectural Review Committee prior to construction. The plan should have adequate plant material on all sides of house, pool, enclosures and fencing. All equipment must be concealed.
  22. The landscaping plan must indicate locations of all trees, plants, ground covers, burms & ground contouring. The plan must include 2 shade trees of a minimum height of 10 ft. and minimum spread of 4 ft. at time of planting. (Citrus, Crepe Myrtle, Palms & Ligusterum will not be considered "shade" trees; Examples of shade trees will include Elm, Oak, Magnolia & Maple). Existing trees on the parcel that may meet the requirements will count toward the 2 shade trees.
  23. All yards must be sodded with St. Augustine or an equal and must extend from edge of road to rear taxiway. An underground irrigation system is required.
  24. No Building including overhangs shall be located within 10 feet to any side lot line of any Lot; within 20 feet of the right of way for any street to which the Lot is adjacent; within 40 feet of the edge of the 125foot Runway Area; within 15 feet of the easement for any Taxiway crossing or adjacent to the Lot; and; within 20 feet of

any rear lot line which is not also adjacent to the Runway Area, or subject to a Taxiway easement.

25. No Shrubbery or fence shall be located or allowed to remain within 35 feet of the edge of the 125foot Runway Area; or within 15 feet of the easement for any Taxiway crossing or adjacent to the Lot.
26. Outbuildings other than hangars are prohibited.
27. Construction hours are Monday- Saturday, 6:30am- 5:30pm.
28. Builders are not to give security codes to subcontractors. All subcontractors are to check in.
29. Builders must have a portable toilet on each job site and have toilets emptied regularly. Toilets should be located to the side of the job site and not in the utility easement area.
30. Nothing other than storm water and irrigation waters may be discharged into any lake or pond.
31. No open burning of construction materials, vegetation generated by land clearing or the demolition of any structure is allowed.
32. Builders must provide the use of a job site dumpster unless the owner and/or the builder maintains a clean job site on a daily basis. Dumpsters should be emptied regularly to keep blowing trash at a minimum. A clean job site is the owner and the builder's responsibility. Please keep our subdivision free from debris.
33. Builders must provide a removable plastic barrier along the lot line when building on a lot adjacent to a home. This barrier should be a minimum of 2 ft. in height to protect the existing adjacent home sites from damage or debris.
34. No advertisement signs are permitted on the home site. Approved, decorative builder signs are allowed during construction.
35. All builders are responsible for the actions of their subcontractors. This includes monitoring speeding, loud music, profanity or any other objectionable actions deemed disruptive to the owners of Ridge Landing. Repeat offenders may not be allowed to re-enter the subdivision and fines may be imposed.
36. The builder and subcontractors are not allowed to bring children onto the job site or to Ridge Landing community areas. Homeowners should not have small children on job site unless supervised by a parent or adult.
37. In sole discretion of the Board of the Ridge Landing Homeowner Association, a fine or fines may be imposed on an owner for failure of an owner, his family, guests, invitees, tenants or employees to comply with any covenant, restriction, rule or regulation, contained in the Declarations provided.
38. There will be no occupancy of any residence until ALL items have been completed and a final approval made by the Architectural Review Committee.

39. Owners must notify the Architectural Review Committee in writing when the construction has been completed and within 10 days of such notice, the Committee will make a final inspection to verify compliance with the approved plans and issue a final approval.
40. If construction has not been completed in accordance with the approved plans and specifications and any of the building requirements are not met, the Committee will notify the owner or builder in writing citing deficiencies. The owner or builder will have 15 days after the receipt of the Notice to Commence correction of the deficiencies and complete the corrections in a timely manner determined by the Committee.
41. Members of the Architectural Review Committee will be conducting periodic site checks on the exterior of the homes during construction. Builders and/or Owners may be contacted if questions arise.
42. Mailboxes must conform to the criteria established by the Architectural Review Committee

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## RIDGE LANDING BUILDING SUBMITTAL FORM

This form must be completed and submitted prior to the beginning of any construction to the Architectural Review Committee.

RIDGE LANDING LOT #: \_\_\_\_\_

### OWNER

NAME, CURRENT ADDRESS & ALL CONTACT NUMBERS (home, work, cell):

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### BUILDER

NAME, ADDRESS & CONTACT NUMBERS (business & cell):

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THREE ADDRESSES OF COMPARABLE HOMES BUILT BY BUILDER:

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The following **MUST** be submitted with this form for approval:

1. complete set of building plans for home & hanger
2. building specifications
3. site plan (1"=60' scale) showing lot dimensions, house position on lot, all setbacks, drives, walks, pool, enclosures, docks and any other structural items to be built on home site
4. pool and enclosure plan
5. detailed drawing of fence or wall enclosures (including gates)
6. landscape design (drawing of where materials will be placed)
7. landscape specifications (break-down of plant material and cost)
8. cost break-down of house & lot
9. paint color samples of exterior, trim & doors (including list of where each color will be applied)
10. samples of roofing, stone, brick, pavers, tile or any other exterior finish to be used (samples may not be returned)
11. \$1,500 building deposit (to cover the cost of any repairs i.e. roads, curbs or adjacent lots)
12. signed statement accepting "Building Requirements"