

DECLARATION
of
COVENANTS, CONDITIONS AND RESTRICTIONS
for
PRESIDENTIAL VALLEY
HOMEOWNERS'S ASSOCIATIONS, INC

Source

The source for this document is the Declaration of Covenants, Conditions and Restrictions for PRESIDENTIAL VALLEY HOMEOWNERS'S ASSOCIATIONS, INC" recorded on June 16, 2018 and on file with the Public Records of Washington, DC.

The paragraphs, lines, words (spelling and misspelling) and punctuation match the source document, except for the Table of Contents and added footnotes on pages 12 and 14. However, if any discrepancy between this document and the Declaration of Covenants, Conditions and Restrictions for PRESIDENTIAL VALLEY

HOMEOWNERS'S ASSOCIATIONS, INC recorded on June 16, 2018 then the Declaration of Covenants, Conditions and Restrictions for PRESIDENTIAL VALLEY

HOMEOWNERS'S ASSOCIATIONS, INC recorded on June 16, 2018 takes precedence.

A copy of the Declaration of Covenants, Conditions and Restrictions for PRESIDENTIAL VALLEY

HOMEOWNERS'S ASSOCIATIONS, INC" recorded on June 16, 2018

Table of Contents

DECLARATION	1
WITNESSETS	1
ARTICLE I – DEFINITIONS.....	1
Section 1 Association	1
Section 2 Declaration.....	1
Section 3 Owner	1
Section 4 Properties	2
Section 5 Common Area.....	2
Section 6 Lot.....	2
Section 7 Declarant	2
Section 8 Master Association	2
Section 9 Master Declaration.....	2
Section 10 Plat	3
ARTICLE II – PROPERTY RIGHTS.....	3
Section 1 Owners Easements of Enjoyment –	3
Section 2 Delegation of Use	3
ARTICLE III – MEMBERSHIP AND VOTING RIGHTS	4
Section 1 Every owner.....	4
Section 2 The Association	4
Section 3 Master Association Representative	4
ARTICLE IV – COVENANT FOR MAINTENANCE ASSESSMENTS.....	5
Section 1 Creation of the Lien and Personal Obligations of Assessments	5
Section 2 Purpose of Assessments	6
Section 3 Maximum Annual Assessment.....	6
Section 4 Special Assessments for Capital Improvements.....	6
Section 5 Notice and Quorum for Any Action Authorized Under Sections 3 and 4	7
Section 6 Uniform Rate of Assessment	7
Section 7 Date of Commencement of Annual Assessments: Due Dates.....	7

Section 8	Effect of Nonpayment of Assessments: Remedies of the Association	7
Section 9	Subordination of the Lien to Mortgage	8
Section 10	Exempt Property	8
Section 11	Assessment by the Master Association	8
ARTICLE V – CERTAIN RULES AND REGULATIONS		9
Section 1	Applicability	9
Section 2	Land Use and Building Type	9
Section 3	Opening Brick Walls; Removing Fences	9
Section 4	Easements	9
Section 5	Nuisances	10
Section 6	Temporary Structures	10
Section 7	Signs	10
Section 8	Oil and Mining Operation	11
Section 9	Pets, Livestock and Poultry	11
Section 10	Visibility at Intersections	11
Section 11	Exterior Appearance and Landscaping	11
Section 12	Commercial Trucks, Trailers, Campers and Boats	11
Section 13	Garbage and Trash Disposal	12
Section 14	Fences	12
Section 15	No Drying	12
Section 16	Unit Air Conditioning and Reflective Materials	12
Section 17	Exterior Antennas	13
Section 18	Chain Link Fences	13
ARTICLE VI – ARCHITECTURAL CONTROL		13
ARTICLE VII – GENERAL PROVISIONS		13
Section 1	Enforcement	13
Section 2	Severity	14
Section 3	Amendment	14
Section 4	Conflicts	14
Section 5	FHA/VA Approval	14

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GREENWOOD LAKES, UNIT D-3 “C”**

THIS DECLARATION, made on the date hereinafter set forth by AMERICAN PIONEER SAVINGS BANK, hereinafter referred to as “Declarant”.

WITNESSETS

WHEREAS, Declarant is owner of certain property in Seminole County, State of Florida, which is more particularly described as set forth in Exhibit “A” attached here to and incorporated herein by this reference to said Exhibit.

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

**ARTICLE I
DEFINITIONS**

Section 1. “Association” shall mean and refer to D3C Homeowners Association, Inc., its successors and assigns.

Section 2. “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Greenwood Lakes Unit D-3 “C” as recorded in the Public Records of Seminole County, Florida and as the same may be amended from time to time.

Section 3. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part

of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Developer may from time to time bring additional land under the provisions hereof by recorded supplemental declarations and thereby add to the properties and any such action shall not require the consent of any Owner, the Association or any Mortgages of a Lot. Without limiting the foregoing, the Association, pursuant to favorable vote of its members, may record a supplemental declaration adding land to the Properties.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of conveyance of the first lot is Tract "A" and Tract "B" shown on the Flat.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 7. "Declarant" shall mean and refer to American Pioneer Savings Bank, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 8. "Master Association" shall mean and refer to The Crossings Master Community Association, Inc., a Florida not-for-profit corporation, its successors and assigns as referred to in the Master Declaration.

Section 9. "Master Declaration" shall mean and refer to the Revised Declaration of Covenants, Conditions and Restrictions for the Crossing dated January 21, 1987 and recorded January 29, 1987 in Official Records

Book 1813, Page 1707, Public Records of Seminole County, Florida as the same may be amended from time to time.

Section 10. "Plat" means and refers to the plat of Greenwood Lakes Unit D3 "C" as recorded in Plat Book 39, Pages 70 through 76, Public Records of Seminole County, Florida, together with any plat of additional land made subject to this Declaration and to jurisdiction to the Association.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members.

NO SUCH DEDICATION OR TRANSFER SHALL BE EFFECTIVE UNLESS AN INSTRUMENT AGREEING TO SUCH DEDICATION OR TRANSFER SIGNED BY 2/3RDS OF EACH CLASS OF MEMBERS HAS BEEN RECORDED.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area

and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

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

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On October 15, 1990.

Section 3. Master Association Representative. The Associations voting representative to the Master Association shall be the President of the Association and in his absence, the Vice President of the Association and in the absence of both, any owner designated by the Board of Directors of the Association. Such voting representative shall vote in any matter of the Master Association in the manner directed by the Associations Board of

Directors when such direction is provided and shall otherwise vote as he or she feels is in the best interest of the majority of the members of the Association. Within five business days after so voting, such voting representative shall report to the Board of Directors in writing as to the substance of the matter voted on and the vote cast on said matter. Notwithstanding the foregoing, until the Class B membership are converted into Class A memberships, the Developer shall be said voting representative and may vote as it sees fit. The Master Association may accept the vote of the voting representative without questioning or being responsible for whether the representative is casting the vote in the authorized manner, but the Board of Directors of the Association may, except as to the Developer, remove any voting representative who casts votes contrary to the provisions of this section or for other just causes and replace the same with any Owner selected by the Board of Directors.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, and the discharge of Association under the Master Association and Master Declaration inclusive of the costs of collecting, transmitting and accounting for any assessments imposed by the Master Association under the Master Declaration.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Dollars (\$100,00) per Lot, plus any amount which may be assessed under Section 4 of this Article.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notices of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notices of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessment on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest permissible rate under Florida law. The Association may bring an action at law against the

Owner personally obligated to pay the same and/or foreclose the lien against the property in which case the Association shall be entitled to recover all costs of collection and reasonable attorneys fees, at trial and on appeal from the defaulting Owner. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by a local public authority and all properties owned by charitable or nonprofit organization exempt from taxation under the laws of the State of Florida shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments,

Section 11. Assessment by the Master Association. Until written notice from the Master Association to the Owners requiring payment of Master Association assessments directly to the Master Association, the Association is responsible for collecting all assessments by the Master Association against any Owner and forwarding the same promptly to the Master Association. Master Association assessments shall not be considered part of the Associations budget and the Association shall not be entitled to use of the Master Association assessments it collects.

ARTICLE V

CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article V shall be applicable to all Properties but shall not be applicable to the Developer or property owned by the Developer.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family home. Temporary uses by Developer for model homes, sales displays, parking lots, sale offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Developer (except if such changes are made by the Developer) without the consent of the Architectural Control Board as provided herein.

Section 3. Opening Brick Walls; Removing Fences. No Lot Owner or other person or legal entity shall make or permit any opening to be made in any Developer erected brick wall, or masonry wall or fences, except as such opening is installed by Developer. No such building wall or masonry wall or fence shall be demolished or removed without the prior written consent of the Owner of the adjoining Lot, Developer and the Architectural Board. Developer shall have the right but not the obligation to assign all or any portion of its rights and privileges under this Section to any individual or legal entity.

Section 4. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded Plat covering the Properties and as provides herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities, unless said structure, planting or other material has been placed by the Developer or has been so placed by the Developer or with the permission of the Architectural Control Board. The area of each Lot covered by the easement and all improvements

in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility is responsible. The appropriate water and sewer authority, electric utility company, telephone company, and the Developer and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and security lines, cables and conduits, under and through the utility easements as shown on the Plat. Developer and its designees, successors and assigns, shall have a perpetual easement of installation and maintenance of cable and community antennas, radio, television and security lines within the platted utility easement areas. All utilities and lines within the subdivision, whether in street right-of-way or utility easements, shall be installed and maintained underground.

Section 5. Nuisances. No noxious, offensive or unlawful activity shall be carried on upon the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

Section 6. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home, motor home, or recreation vehicle, shall be permitted on the Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Developer during construction. No gas tank or gas cylinder shall be permitted to be placed on or about the outside of any dwelling or on or about any ancillary building.

Section 7. Signs. No sign of any kind shall be displayed to the public view on the Properties, except any sign used by the Developer to advertise the company during the construction and sale period, No sign of any kind shall be permitted to be placed inside the home or on the outside walls of the home or on any fences on the Properties, nor on the Common Areas, nor on dedicated areas, if any, nor on entryways or any vehicles within the Properties, except as placed by the Developer.

Section 8. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor on the dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 9. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two (2) household pets may be kept on a Lot, provided said pets are not kept, bred or maintained for any commercial purposes, and provided that they do not become a nuisance or annoyance to any neighbors. No dogs or other pets shall be permitted to place excretions on any Common Areas, and Owners shall be responsible to clean-up any such improper excretions. For purposes hereof, a "household pet" means a dog, a cat, two (2) domestic birds, or six (6) small fish.

Section 10. Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

Section 11. Exterior Appearance and Landscaping. The paint, coating, stain and other exterior finishing colors on all residential buildings may be maintained as that originally installed, without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color is changed. The Lot landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner as original installed by the Developer, unless the prior approval for any change, deletion or addition is obtained from the Architectural Control Board.

Section 12. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles,

boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on the Properties, nor in dedicated areas. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to vans for personal use, nor to any vehicles of the Developer. No on street parking is permitted¹.

Section 13. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited in containers as set forth herein. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. All containers for the storage or disposal of garbage, refuse, trash, or rubbish shall be kept in clean and sanitary conditions. Container must be rigid plastic or metal, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.

Section 14. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer or except as approved by the Architectural Control Board as provided herein.

Section 15. No Drying. To the extent lawful, no clothing, laundry or wash shall be aired or dried on any portion of the Properties.

Section 16. Unit Air Conditioning and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control Board for energy conservation purposes.

¹ "No on street parking" has been overridden by Seminole County.

Section 17. Exterior Antennas. No exterior antenna shall be permitted on any Lot or improvement thereon, except that the Developer shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines.

Section 18. Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by the Developer during construction periods.

ARTICLE VI ARCHITECTURAL CONTROL

No building, fence wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relationship to surrounding structures and topography by the Board of Directors of the Association, or by the architectural committee composed of three (3) or more representatives approved by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severity. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration was recorded, after which time they will automatically be extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Conflicts. The Declaration shall take precedence over any conflicting provisions of the Associations Articles of Incorporation and By-Laws and in the event of conflict between any of the foregoing and the Master Declaration, the Master Declaration shall take precedence.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedications of Common Areas, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set his hand and seal this 9th day of August, 1988².

² Signatures and notarization are on the document recorded in the Public Records of Seminole County