

Prepared By and Return To:  
Stephen C. Booth, Esquire  
Booth and Cook, P.A.  
7510 Ridge Road  
Port Richey, FL 34668

DECLARATION  
OF  
COVENANTS, CONDITIONS,  
RESTRICTIONS, EASEMENTS AND ASSESSMENTS  
FOR  
RICHMOOR VILLAS

WHEREAS, International Progressing Corporation, a Florida corporation, (Owner) owns lots 1 through 50 (each lot further divided into two halves, represented as "A" and "B") constituting the Richmoor Villas at Goldenrod, and this Declaration of Covenants, Conditions, Restrictions, Easements and Assessments (Declaration) is designed to protect and maintain the integrity of the Property Owner's investments; and

WHEREAS, the Owner will incorporate under the laws of the State of Florida, Richmoor Villas Property Owners' Association, Inc., as more particularly described in the Articles of Incorporation attached hereto as Exhibit "A" and the Bylaws attached as Exhibit "B", as a non-profit Association (Association) governed by the Property Owners which shall be entrusted with the responsibility to implement and enforce this Declaration in the best interests of all residents of the Subdivision in keeping with the purposes expressed herein; and

WHEREAS, the Owner of the lands described herein has deemed it desirable for the preservation, protection, and enhancement of the values and amenities in Richmoor Villas and to insure the residents' enjoyment of specific rights, privileges and easements in the community properties and facilities that this Declaration be executed and recorded in the public records;

NOW, THEREFORE, Owner hereby declares that the Property shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions, Restrictions, Easements and Assessments, shall be appurtenant to and running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the real Property set forth above or any part thereof or part added hereto, and their respective heirs, successors and assigns, as their respective interests may appear.

ARTICLE I.  
DEFINITIONS

1.1 Richmoor Villas shall mean and refer to the real property which is located in Orange County, Florida, more particularly described in Exhibit "C", attached hereto and made a part hereof, and incorporated by reference, along with the Subdivision Plat (Property).

1.2 Association shall mean Richmoor Villas Property Owners' Association, Inc. (Association).

1.3 Architectural Committee shall mean and refer to the body also known as the Richmoor Villas Architectural Review Committee (Architectural Committee).

1.4 Owner shall mean International Progressing Corp., its successors and assigns.

1.5 Property Owner shall mean and refer to the record Property Owner, whether one or more persons or entities, of the fee simple title or beneficial use of any private lot situated within the Richmoor Villas Subdivision, but shall not include mortgagees unless the mortgagor has acquired title by foreclosure or deed in lieu of foreclosure.

1.6 Entrance Area shall mean and refer to the portion of the Property containing the Richmoor Villas sign, more particularly described on Exhibit "D".

## ARTICLE II. PROPERTY OWNERS' RIGHTS

2.1 General Rights. Each Property Owner shall have all rights and title of a fee simple owner of real Property with respect to any lot owned and may exercise full proprietary interest therein subject only to the covenants contained in this Declaration and any other conditions voluntarily contracted. All easements, reciprocal easement agreements, amendments and supplements to the Declaration, as well as provisions of the Association's Charter and ByLaws, shall be construed to be "other conditions voluntarily contracted."

## ARTICLE III. PROPERTY OWNERS' ASSOCIATION

3.1 Ownership. It shall be mandatory that any person or entity who is the homeowner of record of the fee simple interest in any lot and entitled to the beneficial enjoyment thereof shall be a member of the Association and entitled to the beneficial enjoyment thereof. Ownership of the lot shall be the sole qualification for membership and ownership shall not run to persons who hold an interest in a lot merely as security for performance of an obligation.

3.2 Voting.

(a) Each lot is allocated one vote.

(b) When any lot is owned of record in joint or multiple tenancy, the multiple owners shall designate a representative to be the owner entitled to vote. If no representative is designated by the owners, the Board of Directors of

the Association may select one of the owners of record or person exercising beneficial use of the lot to be the representative for the lot until one is designated by the owners.

- (c) Property Owners may vote by proxy, but only on subject matter previously noticed to the homeowners as an agenda item.

3.3 Powers. The Association shall have such general powers as are necessary to perform the obligations and duties set out in this Declaration, including but not limited to: buy and convey real Property, conduct social activities, enter into contracts, install and maintain irrigation throughout the property, hire a management company, make capital improvements, indemnify Officers and Directors, adopt rules and regulations for the general well being of the Subdivision, penalize delinquent Property Owners, obtain and maintain such policies of insurance as required by the Declaration and such other policies as the Board deems necessary and desirable for the protection of the Association and its members. The Association may maintain a working capital and contingency fund and pay taxes and other obligations of the Association and may segregate funds to maintain reserve, trust, or escrow accounts for the members to accumulate and preserve funds for anticipated improvements.

3.4 Annual Meetings. The annual meeting of the Association shall be the first Monday in May at 7:00 p.m.

#### ARTICLE IV. RIGHTS & OBLIGATIONS OF THE ASSOCIATION

4.1 Maintenance. The Association shall maintain and keep the Entrance Area and pond in good repair, including but not limited to the sign, lights, and landscaping at the entrance to the subdivision. For the purpose of maintenance and repair, the Association may levy an assessment.

#### 4.2 Landscaping.

- (a) Mowing Service. The Association shall arrange for mowing services for the entire property. Property Owners must use this service for all non-fenced areas, but have the option of using it for any fenced areas. No deduction in dues or assessments will be made as a result of a Property Owner choosing not to utilize this service in a fenced area of their property.
- (b) Irrigation. The Association will operate and maintain a lawn irrigation system on the open, non-fenced areas.
- (c) An easement is hereby granted to the Association for the purposes of providing the services, repairs, and maintenance necessary to enforce

(c) Appeal: Any appeal process provided by Florida Statutes shall be available to any offending party.

(d) Penalties: The Board of Directors may impose fines at its reasonable discretion which may exceed any amounts set forth in Chapter 720, Florida Statutes. Each day a violation continues to exist, it shall be a separate violation without need for additional notices or appeals. The Association shall be entitled to collect the maximum amount permitted hereunder.

(e) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment.

(f) Collection of Fines: Fines shall be treated as an assessment otherwise due to the Association.

(g) Application: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Nonexclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Property Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Property Owner.

4.7 Special Enforcement Rights. Violation of any conditions or restrictions or breach of any covenant herein contained shall also give the Owner, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land on which such violation or breach exists and summarily to abate and remove, at the expense of the Property Owner of said land, any construction or other violation that may be or exist thereon contrary to the intent and provision hereof; and the Owner, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal. The Owner and/or the Association may impose liens upon the lot of a Property Owner for amounts which the Property Owner fails to pay upon written request.

## ARTICLE V. RESTRICTIONS UPON INDIVIDUAL USE FOR THE COMMON GOOD

### 5.1 Maintenance.

(a) All buildings and other structures within the Subdivision and each portion thereof shall at all times be properly and well maintained in good condition and repair by the Property Owner thereof.

(b) Except for the lawn which the Association will maintain, all other landscaping, including shrubs, trees, and other plants, shall be neatly trimmed, properly cultivated and maintained continuously by the Property Owner thereof, in a neat and orderly condition and in a manner to enhance its appearance.

5.2 Design. The Architectural Committee will have exclusive control over exterior design, colors and materials which can be used in new construction and in repainting/refurbishing, modifying or additions of all improvements built on any Property subject to this Declaration and all additions thereto. Upon written request by Property Owner for approval of plans and specifications, the Architectural Committee will have thirty (30) days to approve or disapprove plans. Failure of the Architectural Committee to act within thirty (30) days from receipt of definitive plans of the proposed improvement shall result in the plans being deemed approved provided that the design of the proposed building is in harmony with the existing structures in the Subdivision and the Property Owner maintains proof that the plans were delivered to the Architectural Committee. The Committee may charge a fee to review plans. The fee shall be established by the Association.

5.3 Roofs. Antennas. Solar Heating. No projections of any type shall be placed or permitted to remain above the roof of the building with the exception of one or more chimneys, skylights or vent stacks. No outside television or radio pole or antenna or other electronic device, or solar heating device, shall be constructed, erected or maintained on any building nor on any Property within the Subdivision or connected in such a manner as to be visible to the public from the roadways within the subdivision. Eighteen inch (18") satellite dishes mounted on the rear of a structure are permitted. The Architectural Committee may, in its sole discretion, grant waivers from the provisions of this paragraph.

5.4 Terraces, Windows, and Entrance Doors. Awnings or other projections may not be attached to the outside walls over terraces, windows, or entrance doors; however, screen doors are permitted. No windows may be covered with aluminum foil or other materials not designed for such purpose.

5.5 Rubbish. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any Property within the Subdivision if it renders the Property unsanitary, unsightly, offensive or detrimental to any other Property in the Subdivision. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service areas and sanitary containers within the Subdivision shall be enclosed in such a manner that the yards, areas, containers and such are not visible from any neighboring Property or street. Placement of containers behind the carport posts is permitted so long as the containers are blocked from view by the posts. Sanitary containers and bundled trash may be set out for a reasonable period of time before and after scheduled trash pick-up times.

5.6 Clotheslines. Clotheslines are only permitted in the backyard and must not be visible from the street.

5.7 Fences. Fences may be erected around the side and rear of each lot; however, the side fence may not extend past the rear building line. Prior to erecting a fence, the specifications and design must be approved by the Architectural Committee.

5.8 Oil Tanks. Bottle Tanks. Water-Softening Tanks. Wells & Pumps. Condensers. Wood Piles and Central Air Conditioning Units. All ancillary equipment shall be suitably screened so as to be concealed from view of the Common Area and any neighboring Property. No window and/or wall air conditioning units shall be permitted. All propane gas tanks larger than standard barbecue size must be buried.

5.9 Swimming Pools. Spas. Basketball Backboards. Above ground swimming pools are not permitted. All pools and spas must have the written approval of the Architectural Committee prior to installation. No basketball backboards, permanent or portable are permitted in any location unless approved by the Architectural Committee.

5.10 Vehicles and Parking. Vehicles are limited to one per bedroom; therefore, a two bedroom unit is limited to two vehicles and a three bedroom unit is limited to three vehicles. Parking is restricted to the paved carport area; however, street parking is permitted where local/state regulations allow. Parking on any lawn or grass area is prohibited and cars may not block the use of the sidewalk.

5.11 Commercial Use. None of the lots shall be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending, or any other purpose incompatible with residential use, unless approved by Orange County as a home occupation.

5.12 Lawful Use. No part of the Subdivision may be used for any purpose tending to injure its reputation, nor to disturb the neighborhood, nor occupants of adjoining property within the Subdivision, nor to constitute a nuisance, nor in violation of any public law, ordinance or regulation in any way applicable thereto.

5.13 Nuisance. It shall be the responsibility of each Property Owner to prevent the development of an unclean, unhealthy, unsightly, or unkept condition on their lot. No lot shall appear to be obnoxious to the eye; nor shall any substance, thing or material be kept upon any lot that will emit foul or obnoxious odors, noise or other conditions that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding Property.

## ARTICLE VI. PROPERTY OWNERS' ASSESSMENTS

6.1 Creation of Lien and Personal Obligation. Each Property Owner of any lot by acceptance of a deed whether or not it is expressed in the deed, covenants and agrees to pay to the Association:

- (a) An initial annual assessment of \$600 per each lot, (each half of the duplex

is considered a lot), payable monthly or quarterly as determined by the Board of Directors.

- (b) Special assessments to be established and collected as hereinafter provided.

All assessments and costs of collection for delinquent assessments along with interest on delinquent assessments, administrative fee for collection, and reasonable attorney fees shall be a continuing lien upon the lot against which the assessment is made. Each assessment together with interest, administrative fee, and a reasonable attorney fee shall also be the personal obligation of each person who is the Property Owner of the lot at the time the assessment is levied. Each Property Owner shall be liable for his or her portion of each assessment and his or her grantee shall be jointly and severally liable for any portion that may be due at the time of conveyance. Assessments shall be paid in the manner and upon the date specified by the Board of Directors.

6.2 Special Assessments. In addition to the annual assessments authorized above, the Board may levy in an assessment year, a special assessment applicable to that year only provided that any such assessment shall have the assent of a majority vote of the Property Owner's entitled to vote. Meetings for special purpose of considering special assessments shall be held only after due notice to the Property Owners mailed not less than fifteen (15) days prior to the date of the meeting.

## ARTICLE VII. GENERAL PROVISIONS

7.1 Duration. This Declaration, inclusive of all easements reserved by or on behalf of the Owner or Association, shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Property Owner of any land subject to this Declaration, their respective heirs, legal representatives, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is filed for record in the Public Records of Orange County, Florida, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds of the then record Property Owners of all of the lots has been recorded, agreeing to change this Declaration in whole or in part. This Declaration may be terminated upon unanimous vote of all Property Owners and Mortgagees.

7.2 Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by the Board of Directors of the Association with an attached certification that the amendments have been approved by a majority of the Property Owners of the Association. Until such time as the last lot which the Owner holds for sale in the ordinary course of business is conveyed by the Owner, it specifically reserves for itself, its successors and assigns and to the Association the absolute and unconditional right to amend, alter, modify, change, revoke, rescind, or cancel any or all of the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration; provided, however, that no such amendment, alteration, modification, revocation, rescission, or cancellation shall prejudice

or otherwise impair the security, rights and priorities of any mortgagee of record as to any of the lots. Any Property Owner hereunder shall be deemed to waive any vested rights hereunder which may have accrued prior to any amendment of this Declaration unless such amendment material adversely affects the Property Owner's Residential Unit.

7.3 Indemnification. The Association shall indemnify every officer, director and Property Owner on the Architectural Committee and all other Committee Members, against any and all expenses, including reasonable attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which he may be made a party by reason of being or having been an officer or director or Committee Member, at the time such expenses are incurred. The officers, directors and Committee Members shall not be liable for any mistake of judgment, negligence, or otherwise, except for his own individual willful misconduct or nonfeasance. The officers, directors, and Committee Members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors and Committee Members may also be Property Owners of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer, director, or Committee Member, or former officer, director, or Committee Member may be entitled. The Association shall as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

7.4 Insurance. The Association shall obtain to the extent reasonably available insurance it deems necessary. Any judgment by the Association as to the amount and type of insurance shall be reasonable and shall be made after due deliberation in good faith.

7.5 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

7.6 Covenants Running with the Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF OTHER APPLICABLE SECTIONS HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF ANY OTHER SECTION HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER



WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

ARTICLE VIII.  
DISCLAIMER OF LIABILITY OF ASSOCIATION

Notwithstanding anything contained herein or in the Articles of Incorporation, ByLaws, any rules or regulations of the Association or any other document governing or binding the Association (collectively the "Association Documents"), neither the Association nor the Owner nor any officer or employee thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Property Owner, occupant or user of any portion of Richmoor Villas including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Orange County and /or any other jurisdiction or the preventions of tortuous activities; and

(c) any provisions of the Association Documents setting forth the uses of assessments which are related to health, safety, security and/or welfare shall be interpreted and applied only as limitations of the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety, security or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Property Owner (by virtue of his acceptance of title to his lot) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this article.

As used in this article, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of

this Article shall also inure to the benefit of the Owner, which shall be fully protected hereby.

IN WITNESS WHEREOF, the first party has caused these presents to be duly executed in its name and by its president, on this 13<sup>th</sup> day of January, 2006.

Executed and declared, in  
the presence of

[Signature]  
Jim Esh Wu

INTERNATIONAL PROGRESSING  
CORP., a Florida corporation

[Signature]  
By: Chien Yeh Hu  
President

STATE OF FLORIDA  
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2006

personally known to me or Gwho has produced DL, Gwho is as appropriate identification and who Gdid ~~ed~~ did not take an oath.



[Signature]  
Notary Public

DEBORAH PERKINS

Exhibits:

- A - Articles of Incorporation
- B - By-Laws
- C - Legal Description / Subdivision Plat
- D - Legal Description of Entrance Area