

Stewart Approved Title, Inc.  
1401 Budinger Avenue  
St. Cloud, FL 34769  
6121445



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LARRY WHALEY, CLERK OF COURT  
OSCEOLA COUNTY  
RECORDING FEES 52.50

~~Return to:~~

Robert S. Hayes, P.A.  
441 W. Vine St.  
Kissimmee, FL 34741

**This Instrument Prepared by:**

Robert S. Hayes, P.A.  
441 W. Vine St.  
Kissimmee, FL 34741

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DECLARATION OF COVENANTS AND RESTRICTIONS  
SAND DOLLAR BAY

KNOW ALL MEN BY THESE PRESENTS, that;

WHEREAS, CJ STAR BUILDERS GROUP, INC. (hereinafter "Developer") are the owner of all of the lands shown on the plat of SAND DOLLAR BAY, more particularly described as follows:

Tract D, Buenaventura Lakes, Unit L, according to the plat thereof as recorded in Plat Book 2, Pages 110-113 of the Public Records of Osceola County, Florida.

WHEREAS, the Developer desires to promulgate restrictive covenants for the purpose of enhancing and protecting the value, attractiveness and desirability of the units and common elements constituting such subdivision; and

WHEREAS, the Developer desires to restrict the use and occupancy of such subdivision and provide for the maintenance of the common areas within the subdivision;

NOW, THEREFORE, in consideration of the premises, the Developer hereby declares that all of the real property described above and each part thereof shall be held, sold and conveyed only subject to the following, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, its successors and assigns and shall inure to the benefit of each owner thereof;

1. All of the townhomes in the development shall be occupied and used for single family residential purposes only and for no other purpose whatsoever.

2. The Developer shall form a Homeowners Association. The Homeowners Association shall have all of the right and powers allowed by law for such associations and as set forth in the

Articles and Bylaws of the Association, and Florida Statute 617.0302, including, but not limited to, the power to levy, assess and collect fees and charges for the renovation, maintenance and upkeep of common elements or to provide for the common good of the subdivision; to place liens upon units in the subdivision for the security and collection of any such fees or assessments; and to represent the owners of units in the subdivision in any action to enforce these restrictive covenants or any other actions for the common good of the subdivision.

3. In order to maintain the high standards of the community and in order to provide for the recreation, health, safety and welfare of the residents and for the improvement and maintenance of the common areas including, but not limited to, the cost of providing services, such as perpetual care and maintenance to the greenways, streets, common and recreational areas; the owner of each unit, and each succeeding owner, by acceptance of a deed therefore whether or not it shall be so expressed in such deed, will become a member of the Homeowners Association. The Association will own, maintain and preserve the common areas within the subdivision as may be required by Osceola County and South Florida Water Management District, and provide the services as set forth above and in consideration for the use and benefit of such services, the individual units owners will be assessed and agree to pay the Association:

- a. monthly assessments, which shall initially be no more than \$50.00 per month and may be increased or decreased by the Homeowner's Association Board of Directors.
- b. Special assessments for capital improvements.

The monthly and special assessments above shall run with the land and the Association shall have a lien against each townhome for any unpaid assessments against the owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorney fees incurred by the Association incident to the collection of such assessments or enforcement of such lien, whether or not legal proceedings are initiated. Said liens may be recorded in the Public Records of Osceola County, Florida by filing a claim therein. Said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien shall have been paid. Such claims of lien may be signed and verified by an officer or agent of the Association. All such liens shall be subordinate to the lien of any institutional purchase money first mortgage or other liens recorded prior to the date of recording the claim of lien.

4. The Association hereby accepts responsibility for the operation and maintenance of the surface water management system described in SFWMD application or permit number 49-00132-S.

5. The surface water management system shall be owned by the Association.

6. The Association is responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the surface water management system. Fees shall be assessed and collected through monthly assessments paid by each unit.

7. Any amendment proposed to these documents which would affect the surface water management system, conservation areas or water management portions of common areas shall be submitted to the South Florida Water Management District for review prior to finalization of the amendment. The South Florida Water Management District shall determine if the proposed amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the South Florida Water Management District prior to the amendment of this document.

8. Monitoring and maintenance of the mitigation area, if any, described in South Florida Water Management District Permit Number 49-00132-S, shall be the responsibility of the Association. The Association must successfully complete the mitigation and satisfy permit conditions. The success criteria are described in the permit, which is attached as an exhibit hereto.

9. The Environmental Resource or Surface Water Management Permit is made a part of this document and attached hereto as Exhibit "\_\_\_". Copies of the permit and any future permit actions of the South Florida Water Management District shall be maintained by the Registered Agent of the Association for the benefit of the Association.

10. The following activities are prohibited in or on the Conservation Easement described on Exhibit \_\_\_:

- A. Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above ground;
- B. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- C. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation

- in accordance with District approved maintenance plan;
- D. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
  - E. Surface use except for purposes that permit the land or water area to remain in its natural condition;
  - F. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;
  - G. Acts or uses detrimental to such aforementioned retention of land or water areas; and
  - H. Acts or uses within Grantor's regulatory jurisdiction which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

11. No business of any kind shall be conducted in any townhome with the exception of the business of the Developer and the transferees of the Developer in developing all of the units in this subdivision.

12. No illegal, obnoxious or offensive activities shall be carried on any townhome; provided however, that this provision shall not in any way limit or restrict the business of the Developer and his transferees in the developing of all of the units in this development.

13. No animals or livestock of any kind shall be raised, bred or kept in any townhome. However, dogs, cats and other household pets may be kept in the development so long as they are not kept, bred or maintained for any commercial purposes.

14. No junk cars, motorcycles, trucks, boats, fences etc. or parts thereof, shall be allowed to accumulate on the premises nor may any part of the development be used for the storage of new or used building materials of any sort. All vehicles on the premises required by law to be licensed, must bear a current license plate.

15. In the event of damage or destruction to any structure or improvement to any townhome, immediate efforts shall be made to reconstruct said structure to the original specifications or to new specifications approved by the Board of Directors.

16. No garage, trailer, shed, barn, or other out building shall be used as a residence, either temporarily or permanently, nor shall any structure of a temporary nature be used as a residence.

17. Developer or transferees of the Developer shall undertake the work of completing construction within the development. The completion of that work, and the sale, rental or other disposition of residential units is essential to the establishment and welfare of the development as an ongoing community. In order that such work may be completed as soon as possible, nothing in this Declaration shall be understood or construed to prevent Developer or Developers' transferees, employees, contractors, or subcontractors of Developer or Developers' transferees from doing whatever things are necessary as they shall determine in connection with the completion of such work, including the placing of any structures as may be reasonably necessary for the completion of such work and the disposition of townhomes by sale, lease, or otherwise, or the placing and maintaining of any such sign or signs on any of the lots owned or controlled by any of them as may be desirable in connection with the sale, lease, or other disposition of subdivision lots.

18. No sign of any kind shall be displayed to the public without prior approval of the Board. They may only approve one professional sign of not more than one square foot in area, one sign of not more than five square feet advertising property for sale or rent, or signs used by the Developer during construction and sales period.

19. No portion of the development shall be used or maintained as a dumping ground for rubbish, garbage, or other waste. All containers for the storage of such material shall be of an approved type and shall be kept in a clean and sanitary condition, in appropriate areas concealed from public view. All refuse and garbage shall be disposed of regularly in accordance with regulations of Osceola County or the rules of the Homeowners Association.

20. The Developer, its successors, assigns or transferees, any unit owner, or the Homeowner's Association shall have the right to enforce by any proceeding at law or in equity any of the restrictions, conditions, covenants and reservations now or hereafter imposed by the provision of this instrument. The waiver by the Developer or by any owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. In any litigation brought to enforce these covenants or restrictions, the prevailing party shall be entitled to a judgment for the costs and reasonable attorney's fees for the bringing of the litigation.

Enforcement of any of the provisions of this Declaration which in any manner affect the water management system, water management areas or the conservation area as provided herein, or as may appear on the plat of the subject property, may also be undertaken by the

South Florida Water Management District in addition to those persons and entities set forth above. The provisions regarding waiver, costs and attorney's fees as set forth above shall also apply with regard to the South Florida Water Management District as an enforcement agency.

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

22. The Developer reserves the right as to any unsold townhomes in the subdivision to file subsequent restrictions and covenants and to waive or amend these restrictions and covenants concerning any such unsold unit or units. Said right shall be effective notwithstanding the fact that persons have purchased townhomes in said development.

23. This instrument and the covenants, restrictions, terms, and conditions contained herein shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, transferees, assigns, successors, or any owner of any property contained herein for a period of twenty-five (25) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of five (5) years unless otherwise agreed to in writing by the then owners of at least two-thirds (2/3's) of the units contained in SAND DOLLAR BAY.

IN WITNESS WHEREOF the Developer has fully executed the foregoing restrictive covenants on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Donna K. Drilly  
Print Name: DONNA K. DRILLY

George W. Ramos AS President  
of CJ Star Builders Group

Tanya Soto  
Print Name: TANYA SOTO

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 16 day of September, 2005, by JORGE W. RAMOS, as President of CJ Star Builders Group, Inc., and is personally known or produced FLDL as identification.

NOTARY PUBLIC-STATE OF FLORIDA  
**Tanya Soto**  
Commission #DD413473  
Expires: MAY 07, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

Tanya Soto  
Notary Public  
State of Florida  
My Commission Expires: