

MIDDLE LAKE ASSOCIATION, INC.

RESTRICTIVE COVENANTS AND CONDITIONS

Recorded in Official Record Book _____, on page _____, of the public records of Hillsborough County, Florida, covering:

Lots 1 to 44 inclusive, in Block "BR", Lots 1 to 38 inclusive, in Block "BS", and Lots 1 to 21 inclusive, in Block "BT", ALL in DEL WEBB'S SUN CITY, UNIT NO. 25, according to map or plat thereof recorded in Plat Book 42 on page 15 of the public records of Hillsborough County, Florida.

WHEREAS, the owners of the above named lots wish to impose certain restrictions upon the use and enjoyment of said property, said restrictions to be covenants running with the land, and binding upon all future owners thereof; and

WHEREAS, it is considered in the best interest of said lot owners in the Middle Lake area to insure the attractiveness of individual and common lots and to prevent any future impairment thereof, to prevent nuisances, and to preserve, protect and enhance values and amenities of said lots; and

WHEREAS, said lot owners in Middle Lake area have deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in the Middle Lake area and to insure the residents' enjoyment of the specific rights, privileges and easements appurtenant to ownership of said lots, to create an organization to which should be delegated and assigned the powers of administering and enforcing these Restrictive Covenants And Conditions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, said organization, hereafter referred to as MIDDLE LAKE ASSOCIATION, INC. should incorporate under the laws of the State of Florida as a homeowners' association for the purpose of exercising aforesaid functions within the Middle Lake area; and

WHEREAS, Chapter 760.29 of the Florida Statutes requires that governing documents must reflect the requirements for consideration as housing for older persons, if that community intends to continue as housing for older persons; and

WHEREAS, it is considered in the best interest of all lot owners in Unit 25 to approve this Declaration thereby demonstrating intent to remain housing for older persons; and

NOW, THEREFORE, said owners of lots in Unit 25 do hereby impose the following restrictive covenants and conditions, for itself, its successors and assigns.

1. No dwelling shall be erected on any building plot, unless such dwelling contains at least eight hundred (800) square feet of enclosed living area floor space. The term "living area floor space" is exclusive of floor space in porches, pergolas, garages, carports and servants' quarters. All buildings shall be constructed of brick, cement block or other substantial masonry construction, or insulated frame construction. No more than one dwelling shall be built on any one lot.

2. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having an area of less than six thousand (6,000) square feet.

3. The front line of any building erected upon any lot shall not be closer than twenty-five (25) feet to the front lot line and the side walls of any building shall not be closer than seven and one-half (7-1/2) feet to the side lot line and not closer than fifteen (15) feet to the side lot line if such lot line is adjacent to a street. However, a garage or carport, detached from the main dwelling may be erected on either side lot line, provided:

a. There is at least ten (10) feet between the dwelling and the side lot line on the side where said garage or carport is erected to permit access to such garage or carport.

b. Such garage or carport is located entirely within the rear one-half (1/2) of the building plot.

c. That no such garage or carport shall encroach over and into any of the easement areas shown on the recorded plot of said subdivision.

d. The carport and storage room attached to the walls of the dwelling may be placed not closer than seven and one-half (7-1/2) feet to an interior side lot line and not closer than fifteen (15) feet to a side lot line adjacent to a street. In the event an owner acquires a portion of any adjoining lot or lots, the foregoing measurement shall be made from such owner's side property lines, rather than from the side lot lines indicated on said recorded map or plat.

4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within

these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

5. No house trailer, no temporary or permanent building of any nature detached from the dwelling shall be built, erected, placed or maintained on any lot; provided, however, that a detached garage or carport, limited in size to three-car capacity, or a detached garage or carport with servants' quarters attached, may be erected upon any lot, but such servants' quarters shall be used only by servants who are employed in the dwelling erected upon the same lot where such servants' quarters are located. No garage, carport or servants' quarters shall be commenced or erected on any lot until construction of the dwelling complying with these restrictions, shall have been commenced by a responsible contractor pursuant to a bona fide building contract, and all buildings shall be of the same or similar style as that of the dwelling erected or being erected on the lot on which said buildings are located.

6. No store, office, or other place of business of any kind, and no hospital, sanitorium, or other place for the care or treatment of the sick physically or mentally, nor any theatre, saloon or other place of entertainment shall be erected or permitted upon any lot and no business of any kind or character whatsoever shall be conducted in or from the building located on any lot, or from any lot.

7. No swine, horses, cows or other livestock, no pigeons, chickens, ducks, turkeys, or other poultry shall ever be kept upon any lot.

8. No solid wall, fence or hedge shall be erected or maintained
a. Nearer to the front lot line than the front wall of the dwelling erected on such lot, OR,
b. Nearer to the rear lot line than the rear wall of the dwelling erected on such lot. No such wall, fence or hedge may exceed six feet in height.

9. No prefabricated building or structure of any nature whatsoever, permanent or temporary, shall be moved or placed upon or assembled or otherwise maintained on any lot, provided, however, that a temporary office, tool shed and sales office may be maintained upon any lot or lots by any building contractor for the purpose of erecting and

selling dwellings on any lot or lots, but such temporary structures shall be removed at completion of construction or selling of dwellings, whichever is later.

10. All clothes lines, equipment, service yards, wood piles or storage piles shall be kept screened by adequate planting so as to conceal them from view of neighboring lots, street or lakeshore property. All rubbish, trash or garbage shall be removed from the lots and shall not be allowed to accumulate thereon, and shall not be burned except by use of incinerator and then only during the hours so specified by the governing authority.

11. No dock, ramp, or other structures or improvements of any kind shall be erected out into or over the waters of Middle Lake without the written consent and approval of Middle Lake Association, Inc.

12. The following restrictive covenants include requirements by HUD and Florida State to retain age and family restrictions with enforcement by the Middle Lake Association, Inc.

a. Unit 25 is hereby declared to be a community of "housing for older persons", as that term is defined in federal and state fair housing laws. Each dwelling, if occupied, shall be occupied by at least one (1) person fifty-five (55) years of age or older; provided, however, that upon written petition, the Middle Lake Association, Inc. (MLA) Board of Directors (Board) may grant a waiver of this restriction to persons at least fifty (50) years of age (based upon birth date) but no greater than fifty-five (55) years of age (based upon birth date) if at least one (1) person fifty (50) years of age or older will occupy, as senior housing, the dwelling that is the subject of the petition and the result of such waiver would result in at least eighty percent (80%) of all dwellings in Unit 25 being occupied by persons fifty-five (55) years of age or older. The Board may grant such waiver, or other as provided herein, for a limited time period and upon such terms and conditions as deemed necessary by the Board to protect the retirement character of Unit 25. No person under the age of eighteen (18) years of age shall occupy any dwelling; provided, however, that such persons may visit as a guest and temporarily occupy such dwelling for periods not to exceed thirty (30) days in any calendar year. A visit to a dwelling that lasts more than four (4) hours on any given day, whether the duration of such visit be continuous or in the aggregate, shall constitute a visit of one (1) day for the purpose of this restriction. Each person under the age of eighteen (18) years of age is allowed to visit for the thirty (30) day period indicated above. The Board shall have the right to extend said period of visitation, upon proper petition, within any calendar year.

(1) The Board shall be responsible for keeping current records reflecting the name, address, and age of the primary occupant of each dwelling within Unit 25 and records reflecting the basis for any decisions they may make in carrying out their responsibilities hereunder. All occupants of dwellings in Unit 25 must furnish such information and verification as the Board determines is necessary or appropriate to ensure compliance with this amendment and the fair housing laws. The Board is empowered to adopt reasonable rules and procedures with regard to implementation and enforcement of these provisions.

(2) In the event Unit 25 does not incorporate or in the event of the dissolution or lapse of the incorporated property owners' Association, authority is given to the Sun City Center Community Association, Inc. to administer and enforce federal and state requirements for qualification as a community of "housing for older persons". Further, the Sun City Center Community Association Board may enforce the provisions of this declaration by appropriate means, including the employment of legal council and the commencement of legal action against non-compliant individuals. Any judgment levied by appropriate authority, together with costs and attorneys' fees incurred in enforcing and collection of such judgment, shall constitute a lien that may be foreclosed in the same manner as a mortgage against said property.

(3) In addition to the granting of waivers as aforementioned, an example of exceptions to the requirement for the primary occupant of each dwelling unit to be 55 or older include, but shall not be limited to, continued occupancy in the dwelling unit by a surviving spouse or cohabiting adult family member, because of the death or long term medical relocation of the resident meeting the age requirement. This exemption shall continue only as long as the remaining spouse or adult family member maintains a sole occupant status. The Board should take the potential use of this exception into consideration when granting any waivers in Unit 25.

(4) In the event the fair housing laws are amended in a manner which causes the age restriction of 55 years of age or older, as established herein, not to be in compliance with the applicable laws, as amended, then the age restriction of 55 years of age or older shall be deemed amended effective on the day the amended applicable laws become effective to be that age which will result in compliance with the applicable laws, as amended.

b. The Board may enforce the provisions of this declaration by appropriate means, including, without limitation, the employment of legal counsel and the commencement of legal action

against non-compliant individuals. Any judgment levied by appropriate authority, together with costs and attorneys' fees incurred in enforcing and collection of such judgment, shall constitute a lien that may be foreclosed in the same manner as a mortgage against said property.

The foregoing restrictions and covenants run with the land and shall be binding on all persons owning any of said lots or any part or parcel thereof for a period of thirty (30) years from the date these covenants are recorded, unless by a vote of a majority of the members of Middle Lake Association, Inc. to change the said covenants in whole or in part. For voting purposes, the collective owners of each lot shall be considered as one member. Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds of any thereof, each and all of such restrictive covenants shall be valid and binding upon the respective grantees. Violation of any one or more of such covenants may be restrained by any court of competent jurisdiction and damages awarded against such violator; provided, however, that a violation of these restrictive covenants or any one or more of them, shall not affect the lien of any mortgage now of record, or which hereafter may be placed of record upon said lots or any part thereof.

Should any of these restrictive covenants and regulations be invalidated by law, regulation or court decree, such invalidity of any such restrictive covenant shall in no way affect the validity of the remainder of the restrictive covenants and regulations.

MIDDLE LAKE ASSOCIATION, INC.
DOCK REQUIREMENTS SUPPLEMENT
Approved by MLA Board of Directors on Feb 17, 2015

MIDDLE LAKE ASSOCIATION, INC. RESTRICTIVE COVENANTS AND CONDITIONS

Item 11. States "No dock, ramp or other structures or improvements of any kind shall be erected out into or over the waters of Middle Lake without the written consent and approval of Middle Lake Association, Inc. "

THIS DOCK REQUIREMENTS SUPPLEMENT IS PROVIDED TO
CLARIFY THE CRITERIA FOR APPROVAL OF SUCH STRUCTURES

A new or substantially reconstructed boat dock will be permitted when in conformance to the following guidelines-

1. The structure will be securely attached to the shoreline or seawall. Any structure above, in, or on the water must be securely attached to the lake bottom. Construction will be of materials and attachments sufficient to ensure boat can remain restrained during winds of hurricane velocity.
2. The structure shall extend no more than 25 feet into the lake perpendicular to the shoreline, including any boat or watercraft attached thereto and shall be located as close as practical to the centerline of the owners' property unless the adjacent owners agree in writing to another location. A dock may not cross a neighbor's extended property lines. No portion of the structure shall extend more than 3 feet above the deck platform.
3. The boat or watercraft and the structure to which it is attached shall permit unimpeded waterborne access to adjacent and opposite properties. If structure is opposite an island, navigation channel must be clear for unimpeded two-way boat traffic at all anticipated water levels.
4. Boat docks existing at the time of the adoption of this standard and previously approved by the Board of Directors will be exempt from these standards.

Addendum to **Middle Lake Association, Inc.**

Restrictive Covenants and Restrictions

Recorded in Official Record Book 13883, on Page 134,
of the public records of Hillsborough County, Florida

Add new **Item 13.**

Owners of lots subject to these restrictions may lease or rent such property for a period of no less than 60 consecutive days provided such rental or lease is not sublet to any third party for any period whatsoever.

This addendum approved by:

Middle Lake Association, Inc. Board of Directors February 13, 2017

Middle Lake Association, Inc. Membership (Annual Meeting) March 7, 2017

Denise Farney, President _____

Barbara Larsen, Vice President _____

Document Prepared by: Samuel Farney, Treasurer
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