

Landmark

BAPTIST CHURCH

Dr. Mickey P. Carter, Pastor

"Remove not the ancient landmark..." Proverbs 22:28



September 23, 2019

Dear Village Resident,

The Board of Directors has voted on the following rules of management:

1. The association no longer offers the choice of maintenance packages of enlarged lawn care of cutting, fertilizing and bug spraying or the total outside maintenance package of lawn care, house painting and roof replacement from general wear with all storm or accidental damage subject to owner's insurance coverage.

2. No lot may be sold on a "time share" basis.

3. Senior Citizens Retirement Community: Landmark Baptist Village is a fifty-five years of age or older adult community. All (100%) homeowners and or renters (the oldest member of the family) must be fifty-five of age or older, with no children living at the home, to buy or rent a home in Landmark Baptist Village. In extenuating circumstances when provided with sufficient information, the Board Of Directors can issue an exemption for the "55 and older rule" and the "no child living in the home rule" If a resident requires care/assistance that could be provided by an adult child living in the home. Children guests will be allowed to visit for a reasonable period of time but no more than two weeks in a twelve month period without written permission from the Board of Directors of the Association.

(a) A responsible adult must accompany any children under the age of twenty-one using Village facilities and equipment.

(b) A responsible adult must accompany any children under the age of twenty-one when outside the home unless child(ren) stays on owners property.

(c) Anyone consuming illegal drugs such as but not limited to marijuana will be required to leave.

4. Guests. The Association may adopt rules governing the number and conduct of guests of members.

5. Parking: Storage of Vehicles and Personal Property. No outside overnight parking of any boats, campers, trailers, or junk type automobile or similar equipment is permitted at any lot, or in the recreation area, or on the private roads of the Village. The fire department has directed us that no vehicles are to be parked on the street after 11PM. It is for the safety of the residents in case of an emergency. No cars may be parked on grass.

6. Signs. Only for sale signs and Christmas decoration signs can be displayed to public view on any lot or common area without the approval of the Association.

7. Improvements. All improvements to any lot must be of the design and construction approved by the Association. Any change in outside painting or color combination must be approved by the association.

8. Homeowners will have the choice of a single maintenance package for which a monthly charge will be assessed.

(a) Minimum package is that of lawn care inclusive only of grass cutting.

(b) Charge for this package is subject to be increased at the Board's annual meeting.

(c) If any owner chooses to not engage in the package with grass cutting, he is still held responsible for the maintenance and appearance of his property at a level acceptable to the Association and his neighbors.

9. All lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by the respective owners. In the event that the need for maintenance or repair is caused through willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such a lot is subject. Any maintenance which is not the responsibility of the Association shall be the responsibility of the respective owners. In the event the Owner shall fail to perform their maintenance, responsibilities to the premises and the improvements situated thereof in a manner satisfactory to the Board of Director or neighbors, after approval of two-thirds vote of its Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot, the exterior of the buildings, and any other improvements erected thereon and perform such maintenance as approved by the Board. The costs of such maintenance shall be added to and become a part of the assessment to which such lot is subject and Owners shall be personally liable to the Association for the costs of such maintenance which is otherwise the Owner's responsibility. Said costs, until paid, shall be a permanent charge and lien upon said lot.

(a) Each owner shall maintain their front light in good operating condition. A two week grace period will be granted after which any lights not functioning will be charged \$1.00 per night until fixed.

(b) Each owner shall maintain their yards by fertilizing, a minimum of twice per year, and watering when needed in order to keep a nicely manicured lawn. This is to help maintain appearance of a well-groomed community. All sprinklers must be in good

(c) Each owner shall maintain the appearance of their houses by painting when necessary. Houses must be repainted if underlying paint is visible.

9. (d) Each owner shall display their house number either centered on the arch of the front porch or centered above the garage door.

(e) This Association is an English speaking community. No covenants, rules or other communication will be translated into person's native language.

(f) Outside clothesline will not be permitted.

(g) Street mailboxes shall be of the type consistent with the character of Landmark Baptist Village and shall be placed and maintained to complement the houses in the neighborhood.

(h) No house trailer shall be permitted to stay on any lot or property of the Association. No boats, boat trailers, recreational vehicles, campers or any other such vehicle, trailer or vessel shall be permitted to stay on Association property or on a lot unless permanently enclosed in a garage and screened from view of adjoining lots, street and common areas.

(i) No house or other structure on any lot shall be used for commercial or business purposes. Each owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No noxious offensive or illegal activity shall be carried on upon any lot. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever nor shall any substance, thing or material be deposited upon any lot which will emit foul or noxious odors or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored material, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the forgoing shall not be construed, prohibited deposits of trash, rubbish and other such debris for pickup by garbage and trash removal service units. In the event that any owner of any developed lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or under-brush, the Association may, at its option, ten days after posting notice thereon or mailing a notice to said owner at his property address requesting owner to comply with requirements of this paragraph, enter and remove all such unsightly items and growth at said owners expense, and owner shall be personally liable to the Association for the costs of the removal and the costs until paid shall be a permanent charge and lien upon such lot. By acquiring property subject to these restriction, each and every owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns or representatives. No such entry as provided herein shall be deemed as a trespass.

10. There will be no loud music or loud parties.

11. All pets must be on leashes when outside the home or off the owner's property. No person

dog to stray, run, be, go, or in any other manner, be at a large in or upon any street, sidewalk, common area or on private property of others without the express or implied consent of the owner of such private property. No animals, livestock, or poultry of any kind shall be raised, bred, pastured or maintained on any lot, except not more than two (2) household pets kept for the sole pleasure and purpose of the occupant but not for any commercial use or purpose. Birds shall be confined to cages. Any animal waste deposited on someone's property must be cleaned.

12. Failure to comply with any part of these rules will result in a fine of \$100 per month until corrected, unless specified elsewhere.

13. Easements. Every Owner shall have a right and a non-exclusive easement of enjoyment in to and over the Common Areas, together with a non-exclusive easement of ingress and egress over the private roads described in Village convenience hereof, which easement 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 dedicate or transfer or grant an easement or property right to all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members.

(b) Ownership of each Lot shall entitle the Owner to an exclusive easement over any portion of his driveway located on the Common Areas.

14. Delegation. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

15. Title Rights of Landmark Baptist Church, Inc., may hold title to any home or building not so deemed as a Common Area with the Association, and thereby be solely responsible for same in upkeep and use. Landmark Baptist Church, Inc., will hold title and ownership of the Central Social Hall with full authority over its designated uses and with responsibility of upkeep.

16. Partition Prohibited. There shall be no judicial partition of the Common Areas, except as expressly provided elsewhere herein, nor shall any Owner or any other person acquiring any interest in the Village, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

17. Utility and Drainage Easement. With the easement for the installation and maintenance of utilities and drainage facilities, 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 damage, interfere with, or change the direction of flow or drainage facilities in the easement.

18. Each Owner and the Association shall be governed by and shall comply with the provisions of the Declaration, the documents creating the Association and the Rules and Regulations. Actions for damages or for injunctive relief or both for failure to comply

(a) The Association.

(b) An Owner.

19. Attorneys Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the requirements of this Declaration, the Articles of Incorporation of the Association or the Rules and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be awarded.

20. No waiver. The failure of the Association or any Owner to enforce any covenant, restriction or other provisions of this Articles of Incorporation of the Association or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

21. Maximum Annual Assessment. The annual maintenance assessment will be determined by the Board of Directors of the Association.

22. Assessment. The effect of Non-Payment of Assessment; Remedies of the Association. The Association, its agents or representatives may bring action at law or in equity against the Owner of the Lot to which the assessment relates, and costs and reasonable attorney's fees to such actions or foreclosures shall be added to the amount of such assessments to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

23. Subordination of non-payment of Assessment, Remedies of the Association. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sales or transfers shall not relieve such property from liability for any assessment thereafter becoming due, nor for the lien of any such subsequent assessment. The term mortgage or mortgages shall include deed of trust or deeds of trust. In addition to the foregoing, the Board of Directors shall have all remedies provided for in Chapter 720 in the Florida Statutes.

24. Noxious Activity. The pursuit of hobbies or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and dis-assembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkept conditions, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any lot or the common area without the consent of the Association.

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the

No commercial vehicles of any type shall be permitted to remain overnight on the property of a private dwelling within the Village unless garaged.

No trailers or no unlicensed motor vehicles of any type shall be permitted to remain overnight on the property of a private dwelling, unless garaged.

25. Storage of Materials. Incinerators for the garbage, trash, or other refuse shall not be used nor permitted to be erected or placed on any lot. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length or time reasonably necessary for the construction to completion of the improvement in which same is to be used.

No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance.

26. Enforcement. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within Landmark Baptist Village to bring action against the violating party at law or in equity for any claim which these restrictions may create in such other Owner or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages for such violation. The provisions of this Section are in addition to said separate from the rights of the Association to collect Association fees. Any failure by Board or any property Owner to enforce any of said Covenants and Restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment of court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions and rules as they apply to circumstances other than those expressly invalidated.

27. Levy and Fines. In the event an Owner, any guests or invitee of any Owner, fails to comply with any of the terms, conditions or restrictions and the rules of the Association, a fine may be levied by the Board of Directors for each family committing the violation. The fine may not exceed the sum of \$1,000.00 in the aggregate. Any action recovering a fine, the prevailing party is entitled to a reasonable attorney's fee and costs from the non-prevailing party as determined by the Court.

A fine cannot be levied by the Board unless the Board first provides at least 14 days notice to the parcel Owner and an opportunity for a hearing before a committee of at least 3 members appointed by the Board who are not Officers, Directors or employees of the Association or the spouse, brother, parent or, child or sister of an Officer, Director, or employee. If the Committee by a majority vote does not approve a proposed fine or suspension, the proposed fine may not be imposed. The role of the Committee is limited as to whether to confirm or deny the fine or suspension levied by the Board. If the

proposed fine or suspension levied by the Board is approved by the Committee, the fine payment is due 5 days after the date of the Committee being in which the fine is approved. The Association must provide written notice of such fine by mail or hand delivery to the parcel owner and if applicable, to the Tenant, licensee, or invitee of the owner.

28. Any Village maintenance issue, such as streets, gates, chapel, village wall, etc., should be directed to the Landmark Baptist Church Maintenance Department by email at: maintenance@landmarkbaptistchurch.org

29. Land Title must be in owner's name. Property can not be in the name of a LLC.

30. No fences or partial fences will be erected on any lot, except for houses next to the wall. Those fences or partial fences already erected will be grandfathered in. If they are destroyed or damaged by any means, they may not be repaired or replaced.

31. Proper attire must be worn by all residents. Men must wear shirts when outside their homes even when doing yard work. No bathing suits may be worn outside the home by male or female unless covered by a robe. This is a Christian community.

Safety or security issues should be directed to Landmark security at 863-224-1106. If there is a medical emergency please call 911. If Landmark Security is not available, please call the Haines City Police at 863-421-3636.

~~All monthly maintenance billing questions/issues should be directed to the Landmark Baptist Business Office, Mon - Fri, 9:00AM - 3:00PM at 863-422-2037.~~

