

**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR PHILIP’S LANDING, A RESIDENTIAL
COMMUNITY**

KNOW ALL MEN BY THESE PRESENTS: That Declarant, MMO Consulting, LLC, a limited liability company, organized and existing under the laws of the State of Florida, the owner of certain real property located in Sumter County, Florida, described on the attached Exhibit A (which is hereinafter referred to as “The Property”) hereby declares that all of the property shall be held, sold and conveyed subject to the covenants, conditions, easements and restrictions which are set forth herein and which are intended to protect the value and desirability of the property.

The covenants, conditions, easements, and restrictions are hereby declared to run with the Property and to be binding upon the Property and upon all parties, owners, their heirs, personal representatives, successors, and assigns, having any right, title or interest in the Property or any part thereof.

ARTICLE I. DEFINITIONS

When used in this Declaration, the following words and terms shall have the meanings indicated opposite each work or term.

1.0 “Association” shall mean and refer to the Philip’s Landing Homeowners Association Inc., its successors and assigns.

1.1 “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association.

1.1 “Common Area” shall mean real property (including the improvements thereto) owned by the Association or easement rights granted to the association for the common use and enjoyment of the Owners. The Common Area will include all Tracts and the Private Roads and improvements thereto shown on the Plat.

1.2 “Declarant” or “developer” shall mean and refer to MMO Consulting, LLC, a limited liability company, its successors or assigns.

1.3 “Property” shall mean and refer to all of the real property within Philip’s Landing as that property is described and shown on the plat recorded in Plat Book _____, Page _____ and _____, Public Records of Sumter County, Florida.

1.4 “Lot” shall mean and refer to the subdivided portions of the Property as shown on the plat or map of Philip’s Landing which are improved or to be improved with single family conventional homes and which are subject to private fee simple ownership.

1.5 “Maintenance” shall mean the exercise of reasonable care to keep the subdivision Private Roads, retention and preservation areas, and entrance sign together with attendant landscaping, lighting in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment of optimum plant growth.

1.6 “Member” shall mean and refer to each of the members of the Association. Where there are multiple owners of any one lot, each of the owners shall be a member of the Association.

1.7 “Owner” or “Lot Owner” shall mean and refer to the record owner of an interest in one or more of the lots but excluding parties having an interest merely as security for the performance of an obligation. The term “Owner” shall also include the Developer.

1.8 “Project” shall mean and refer to the Property and Declarant’s land being developed.

1.9 “Private Roads” shall mean the private roads, streets, and road rights of way depicted on the Plat which have not been dedicated to the public.

1.10 “Retention Areas” shall mean and refer to the storm water drainage and retention areas depicted on the Plat, including but not limited to Tract A.

1.11 “Surface Water Management System Facilities” shall mean and refer to all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas on the Property.

ARTICLE II. PROPERTY RIGHTS

2.0 Owner’s Easements of Enjoyment. Every Owner shall have non-exclusive 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 make regular and special assessments and other fees for the construction, beautification, repairs and maintenance of the Common Area.

b. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for infraction of its published rules and regulations.

c. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument is signed by two-thirds (2/3) of the members.

ARTICLE III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

3.0 Membership. Each Owner (Including the Developer) shall automatically become a member of the Association upon the acquisition of an “ownership” interest in a Lot and upon the recording, in the public records of Sumter County, Florida, of a deed or other instrument evidencing such ownership interest. Membership shall continue until such time as the Owner transfers or conveys of record said ownership interest or said ownership interest is transferred or conveyed by operation of law; at which time said membership (with respect to the Lot or interest conveyed) shall automatically be conferred upon the transferee. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Only Owners may be members of the

Association and a person or entity's membership in the Association shall automatically terminate when such person or entity ceases to be an Owner.

3.1 Membership Voting. The Association shall have two classes of voting membership.

a. **Class A.** Class A Members shall be all Owners, with the exception of the Developer, and the Owner(s) of a Lot shall be collectively 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 the Owners of each lot shall determine, but in no event shall more than one vote be cast with respect to any Lot. Any Member who is delinquent in the payment of any charges duly levied by the Association against the Lot shall not be entitled to vote until all such charges together with any penalties as the Board of Directors of the Association may impose have been paid.

b. **Class B.** The Class B Members shall consist of the Developer and its successors and assigns and shall be entitled to ten (10) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

i. When Developer is not an Owner of a Lot; or

ii. When, in its discretion, the Developer voluntarily terminates in writing its Class B Membership.

iii. When required by Section 720.307, Florida Statutes (2019), or its successor.

Upon the first to occur of the above events and termination of the Class B membership, the Developer shall become a Class A Member and shall be entitled to one vote for each Lot owned by it.

3.2. Architectural Review Committee. So long as Class B membership exists, the developer shall be and constitute the Architectural Review Committee as that committee is described herein. When the Class B membership terminates, the Board of Directors of the association shall appoint an Architectural Review Committee which shall function as described herein. The Architectural Review Committee shall be responsible for reviewing and approving all proposed improvements to the lots including but not limited to approval of size, type, quality, design and style of dwelling, approval of location of dwelling, approval of location and type of decorative landscaping, approval of size, type, quality, design and style of fencing, approval of additions to and modifications of the lots and the improvements thereon. With respect to swimming pools, the Architectural Review Committee will be empowered to review and approve plans for construction of pools, pool enclosures, fencing, landscaping, and other related lot improvements. The Architectural Review Committee shall also be responsible for ensuring that owners maintain their lots as prescribed in this declaration. The Architectural Review Committee is empowered to perform or have performed the work necessary to bring a lot and the improvements thereon in conformance with the dictates of this declaration as more particularly set forth herein.

Should a Lot owner fail to procure the prior written approval from the Architectural Review Committee for improvements to a lot, then the Architectural Review committee will be empowered to seek an injunction to prohibit the completion of the work until the Architectural Review Committee has had an opportunity to review and approve the proposed improvements. Any lot owner who proceeds to improve a lot without the prior written consent of the Architectural Review Committee proceeds at his own risk. Should consent be withheld, the lot owner will be required to remove unauthorized improvements.

3.3 The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted by the Southwest Florida Water Management District. The Association shall be responsible for the maintenance of the private road.

ARTICLE IV. GENERAL PROVISIONS

4.1 Enforcement. Declarant, the Association, and any owner shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and other charges now or hereafter imposed by the provisions of this declaration, and the party enforcing same shall be entitled to recover all costs and expenses incurred thereby, including reasonable attorney's fees. The failure of the declarant, the association or any owner to enforce any covenant or restriction or provision hereof shall in no way be deemed a waiver of the right to do so thereafter.

4.2 Enforcement. The Southwest Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions, which relate to the maintenance of, operation and repair of the surface water or stormwater management system.

4.3 Severability. Invalidation of any one of these covenants or restrictions, or portions thereof, by judgement, or court order, shall in no way affect any other provision, which shall remain in full force and effect.

4.4 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this declaration is recorded, after which time, they shall be automatically extended for successive periods of (10) years each, unless an instrument signed by 80% of the lot owners and certified by the officers of the association shall be recorded in dictating that the declaration is terminated.

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

4.5 Swale Maintenance. The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation, and repair of the swales on the lot. Maintenance, operation, and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Southwest Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to the Drainage Swale, whether caused by natural or human induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

IN WITNESS WHEREOF, the undersigned declarant has hereunto set its hand and seal this ____ day of _____, 2023.

WITNESSES:

DEVELOPER:

MMO Consulting, LLC

Marilys O'Dell, Manager

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Marilyns O'Dell, Manager of MMO CONSULTING, LLC, who is personally known to me.

Notary Public

EXHIBIT "A"

All of the property in Philip's Landing, a subdivision in Lake County, Florida, according to the Plat thereof recorded in Plat Book _____ Pages _____ through _____, Public Records of Lake County, Florida.