

**DECLARATION OF RESTRICTIONS AND PROTECTIVE  
COVENANTS FOR JEWEL LAKE RESIDENTIAL SUBDIVISION**

**THIS DECLARATION** dated this \_\_\_\_\_28\_\_\_\_ day of AUGUST\_\_\_\_, 2017\_\_\_\_, made by **MY JEWEL HOME OF FLORIDA LLC**, referred to in this instrument as the "The Association", the owners of the real property subject to these protective covenants, which property is more particularly described as follows:

**WHEREAS**, the Association desires that said property above described be made subject to reservations and restrictions for the mutual benefit and protection of the Association and persons and entities that may hereafter purchase or acquire any interest in said property or any portion thereof.

**NOW, THEREFORE**, in consideration of the premises, the Association does hereby declare said property to be subject to the following restrictions, reservations and conditions and binding upon the Association, and each and every person and entity who shall or which shall hereafter become the owner of said property or any portion, lot, or parcel thereof, and their heirs, grantees, successors and assigns, to-wit:

**ARTICLE I  
DEFINITIONS**

The following words when used in this Declaration shall have the following meaning unless the context requires otherwise:

Association.

I. "Common Areas" shall mean all real property (including the improvements located thereon) owned by the Association for the common use and enjoyment of the members. It shall include drainage areas, recreation areas, and surface water and storm water management systems.

## ARTICLE II

### RESTRICTIONS AND PROTECTIVE COVENANTS

1. **RESIDENTIAL PURPOSES.** Each lot in **JEWEL LAKE RESIDENTIAL SUBDIVISION**, shall be used only for residential purposes, and no structures, permanent or temporary, shall be erected, altered, placed or permitted to remain on any lot other than a single-family dwelling. Detached buildings, such as private garages, carports or storage buildings may be erected on the premises for use only in connection with and to serve the single-family dwelling, and the character and quality of construction of said detached buildings shall be consistent with the quality of the residence located on such lot. Such outbuildings shall be limited to a total number of one (1) for each lot, and shall be located to the rear of the residential dwelling, but subject to review board.

2. **FURTHER DIVISION AND SINGLE-FAMILY UTILIZATION.** Not more than one (1) single-family dwelling may be erected on lots in **JEWEL LAKE RESIDENTIAL SUBDIVISION**, nor shall any of the lots be further divided.

3. **MODIFICATION TO STRUCTURE.** Any design or modification of the structures to single-family dwelling, or any outbuildings must be approved by the homeowner's association, including any new paint color.

location of the same shall have been submitted to and approved, in writing, as to harmony of external design and location in relation to surrounding structures and topography by an Architectural Review Committee. The Architectural Review Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications, or any landscaping plans, which are not, in its opinion, suitable or desirable, including, but not limited to, purely aesthetic reasons. The architectural review committee shall consist of Gary Sorensen and Milton Smith in perpetuity, or their assigns.

11. **SETBACK ZONE OR INSULATION AREAS.** No residence or any kind of improvement shall be erected or maintained on any lot closer than the linear feet designated by the county Land Development Regulations for front and side lot lines. The architectural review committee will set the additional guidelines for the placement of the homes.

12. **COMMERCIAL, NOXIOUS OR OFFENSIVE ACTIVITIES.** No trade or business, with or without a license, nor any noxious or offensive activity shall be permitted upon the above-described lands, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owner or owners of any other property within the bounds of **CANYON VISTA RESIDENTIAL SUBDIVISION.**

13. **ANIMALS.** No cattle, horses, donkeys, sheep, goats, poultry, fowl or any other livestock shall be kept upon any lot within **JEWEL LAKE RESIDENTIAL SUBDIVISION.** This provision is not intended to prohibit the keeping of small animals or pets for the use and enjoyment of lot owners, provided, that such animals are not allowed to create a nuisance to other lot owners.

14. **FENCES.** No barbed wire, field fence or other agricultural type fence will be allowed in **JEWEL LAKE RESIDENTIAL SUBDIVISION,** except chain link fences and or decorative privacy fences may be permitted subject to the approval of the architectural design committee, provided they shall not extend forward of the front of any residence.

be voted on as an annual budget item by the members of the HOA. Assessments will be charged according to the lot location in the subdivision. Base fees for lot owners will be \$250 per year subject to increase and change as per above by vote of the HOA annually at the time of the adoption of the annual budget.

3. **SPECIAL ASSESSMENTS.** Special Assessments may be required for a special and unusual expense, and shall be determined like Annual Assessments on a per lot basis, and included the annual budget.

4. **Date of commencement of Assessments: initial annual assessment:due dates-** these shall start the full first month after recordation of these documents and shall be due in full in advance, on or before the commencement of the year for which imposed, provided however, the HOA shall have discretion to collect assessments in installments over the year for which imposed at such payment intervals as it shall determine. In the event of such deferred payments, the HOA shall be permitted to charge a uniform rate of interest as per below in section 5. The HOA may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

5. **EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES OF THE ASSOCIATION.** Any assessment not paid within sixty (60) days after the due date shall be deemed in default, and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his lot, and by purchasing a lot in **JEWEL LAKE RESIDENTIAL SUBDIVISION**, the lot owner agrees that unpaid assessments shall be a lien on his or her lot or lots subject to foreclosure for nonpayment.

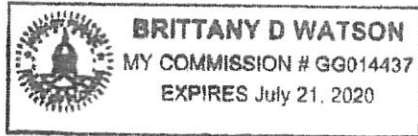
Lot to enforce any lien created by these Covenants; and failure by the Association, or any Association or any Owner to enforce any Covenants or Restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter. The prevailing party shall recover his or her reasonable attorney's fees and costs from the non-prevailing party in any action to enforce these Covenants and Restrictions, or foreclose any lien hereunder.

**4. ADDITIONS AND AMENDMENTS.** The **JEWEL LAKE RESIDENTIAL SUBDIVISION** Owners Association reserves and shall have the sole right to amend these Restrictions and Protective Covenants for the purpose of curing any ambiguity in or any inconsistencies between the provisions contained herein. The Association may include in any contract or deed or other instrument hereinafter made additional covenants and restrictions, which are not inconsistent with and which do not lower the standard of the Covenants and Restrictions set forth herein. The covenants, restrictions, easements, charges and liens of this declaration may be amended only upon the execution and recordation of an instrument executed by the Association. No lot owner may impose any additional covenants or restrictions on the properties without the written consent of the Association.

**5. SEVERABILITY.** Invalidation of any one of these Covenants or Restrictions or any clause, phrase, word or part thereof by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

**6. SUBORDINATION.** No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

The foregoing instrument was acknowledged before me this 28 day of August, 2017, by gary Sorensen, as owner of Jewel Lake Residential who is personally known to me or who produced \_\_\_\_\_ as identification and who did/did not take an oath.



B. Watson  
Notary Public - State of Florida



## Jewel Lake HOA Meeting Agenda

### Discussion of Salient Issues

- Fencing to white poly and backyard only
- Storage building to match house colors not larger than 12x10
- No parking other than off street and on paved parking or in driveway
- Noise limits on vehicles, music, and animals
- Dock & fishing – restricted to home owners and others accompanied by homeowners with signed request.
- Landscaping to be kept in original condition and properly groomed
- In event of major structural fire, home owner has 4 months to begin rebuild or complete remodel.
- House color change to be approved by HOA Board.
- Any house addition or modification to be approved by HOA Board.
- Motor Homes, trailers, boats, and miscellaneous not to be stored in front yards, side yards, on street or on grass; utilize subdivision's offsite storage, except 2 days for loading and unloading.
- All pets to be no more than 16" tall, leashed, and all pet excrement to be removed at all times. Pet waste should be removed immediately when walking.
- No removal of any established trees without permission.

### Appointment of HOA President

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