

Prepared By/Return To:
David M. Campione, Esq.
Bowen & Campione, P.A.
600 Jennings Avenue
Eustis, Florida 32726

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**Declaration Of Easements, Covenants, Conditions And
Restrictions Of The Meadows**

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Prepared By/Return To:
David M. Campione, Esq.
Bowen & Campione, P.A.
600 Jennings Avenue
Eustis, Florida 32726
Plat File

Declaration Of Easements, Covenants, Conditions, And Restrictions Of The Meadows

THIS DECLARATION made by **Double MM Development, LLLP**, a Florida limited liability limited partnership (hereinafter referred to as "Developer"), whose address is Post Office Box 637, Astatula, Florida 32705.

Recitals

WHEREAS, Developer is the sole Owner of those certain parcels of real property situated in Lake County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein by reference.

WHEREAS, Developer desires to impose a common plan of development on said real property for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof.

NOW, THEREFORE, Developer hereby declares that all of the real property described in **Exhibit "A"** attached hereto shall be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding upon all parties having the right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns; and which shall inure to the benefit of the Association and each Owner thereof, as said terms are hereinafter more particularly defined.

All references to the "Declaration" or the "Declaration of Easements, Covenants, Conditions, and Restrictions of the Meadows", now or hereafter made in other instruments of the Public Records of Lake County, Florida, or in the Articles of Incorporation, By-Laws, and other corporate documents and papers of Meadows Of Astatula Homeowners Association, Inc., a Florida corporation not for profit, shall mean and refer to this Declaration as herein set forth.

Article I Definitions and Construction

Section 1. "Association" means Meadows Of Astatula Homeowners Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns. The Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits "B" and "C", respectively, and made a part hereof.

Section 2. "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title of any Lot which is part of the Properties, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

Section 3. "Properties" means those certain parcels of real property described in Exhibit "A" together with such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" means all real property owned by the Association for the common use, benefit, welfare and enjoyment of the Owners. The Common Area to be owned by the Association shall be designated by the Developer or as designated on the plat of record. Notwithstanding the foregoing, "Common Area" means (i) all real property shown on the plat referenced as "Common Area" or "Tract" dedicated for the common use and enjoyment of the Owners or residents, including wetland preserves, wetland buffers, preservation areas, recreational areas and open areas, (ii) surface water management system and all roads and rights of way within the subdivision, (iii) potable water well, treatment and distribution system, (iv) sewer and affluent treatment and distribution system, and (v) all furniture, fixtures and equipment, and other improvements serving the Common Areas.

Section 5. "Lot" means any unit of land designated as a Lot on the Recorded subdivision map or plat of the Properties, together with all improvements thereon, or such other unit of land subsequently brought within these restrictions as a Lot.

Section 6. "Developer" means Double MM Development, LLLP, a Florida limited liability limited partnership and such of its successors and assigns.

Section 7. "Recorded" means filed for record in the Public Records of Lake County, Florida.

Section 8. "Person" means any natural person or artificial legal entity.

Section 9. "Interpretation" Unless the contract otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the properties by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 10. "Board of Directors" means the Board of Directors of Meadows Of Astatula Homeowners Association, Inc.

Section 11. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

Section 12. "Maintenance" means the exercise of reasonable care and repair to keep buildings, roads, landscaping, lighting, lawns, potable water wells, treatment and distribution systems, storm water run off collection systems, and other related improvements and fixtures in good repair and condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 13. "Community" means the real property that is or will be subject to this Declaration. The term "Community" includes all real property, including undeveloped phases, that is or was

the subject of a development order, together with any approved modification thereto.

**Article II
Property Rights**

Section 1. Owners' Easements of Enjoyment. Every Owner, agent and its invitees shall have a non-exclusive right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

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 or fee, other than the annual assessment, against a Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

c. The right of the Association to suspend the voting rights of an Owner for any period during which the annual assessment against a Lot remains delinquent in excess of ninety (90) days.

d. 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 purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by two thirds (2/3) of the members.

e. The right of Developer or Association to enter into a non-exclusive lease agreement or other form of agreement allowing persons, other than Owners to use the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the Common Area and facilities thereon to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside upon such Owner's Lot.

Section 3. Title to Common Areas. Association shall be responsible for the management, maintenance, and operation of the Common Areas, and for the payment of all real estate taxes and other charges that are liens against the Common Areas from and after the recording of this Declaration. At such point in time as Developer has conveyed ninety percent (90%) or more of the Lots comprising the Properties, Developer shall convey the Common Areas to the Association by quitclaim deed. Developer shall not be required to provide any title insurance or other related title documents to Association in connection with the conveyance of the Common Areas.

Section 4. Other Easements.

a. Easements for installation and maintenance of underground utilities, cable television, drainage facilities, landscaping and fencing, are hereby reserved over the common, reserved and dedicated areas. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or damage, interfere or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance that a public authority or utility company is responsible, and except as otherwise provided in this

Declaration.

b. Developer and its successor and assigns, and Association shall have the right and privilege and easement of doing whatever may be necessary in, on, under, and above such Lots, Tracts and Common Area to carry out any of the duties, purposes or reservations and rights reserved herein, or on the plat(s) of the Property.

c. Drainage Easements. Drainage Easements have been declared and reserved as shown on and created by the Plat of the Property. Each Owner of any Lot encumbered by a Drainage Easement upon which a drainage swale is located shall be solely responsible for the repair, replacement and maintenance of such drainage swale. Maintenance of the Drainage Easements shall include, but not be limited to, removing obstructions and mowing the easement area on a regular basis to assure that the area does not become overgrown as to impede the intended purpose and design of the drainage easement and plan. Alteration, obstruction or removal of any drainage swale or drainage control facilities or structures is expressly prohibited. In the event any Owner fails to repair, replace and maintain any drainage swales or alters or obstructs any piping, drainage swales, facilities and structures, the Association may repair, replace and maintain such drainage swales, facilities and structures and assess such Owner for the cost and expenses incurred in order to accomplish the foregoing. Each Owner hereby grants an easement and license to Developer and the Association over, upon and across such Owner's Lot in order to facilitate and accomplish the foregoing and ensure Owner's compliance hereunder. Further, no Owner shall place, erect or construct any improvement or otherwise permit anything to occur within any Drainage Easement area that would in any way effect said Drainage Easement or any swale, pipe or drainage control facility or structure located therein or thereon, unless, in the event of construction of any improvements, such improvements have been approved by Developer or Association.

d. Easements for Encroachments. Developer hereby reserves the right to grant easements for encroachments in the event any improvements upon the Common Areas encroach into a Lot, or any improvements upon a Lot encroach into Common Areas or a Lot, as a result of minor inaccuracies in survey, construction, reconstruction or due to settlement or movement or otherwise to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the Water Management System without the written consent of the St. Johns River Water Management District. In no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant or Association.

Section 5. Right of Entry. Developer and Association, through their duly authorized employees and contractors and agents shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance or exercise any right as may be authorized herein.

Section 6. Developer Privileges. Developer, its successors or assigns, is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Lots to any person or entity. Developer, through any agency or contractual arrangements with third parties, shall have the right to transact in the Community any business necessary to consummate the sale of Lots, including, but not limited to, the right to maintain an office, model homes, spec homes, to have signs on Lots and Common Area, to have employees in an office, and to utilize the common elements and to show the Lots and improvements located thereon to prospective purchasers. No rights reserved to Developer hereunder or under any other provisions of this

Declaration and the exhibits hereto shall be waived, altered or amended without the express written consent of Developer.

Section 7. Right of First Refusal as to Manufactured Home Sales. While Developer has complete control of the Association, as provided in Article III, Section 3 of this Declaration, Developer shall have an optional right of first refusal to be exercised in its sole discretion as follows:

a. Should a Lot Owner wish to sell the manufactured home located on a Lot, said Lot Owner agrees to notify Developer of the price and material terms and conditions upon which said Lot Owner desires to sell the manufactured home. Developer shall be under no obligation to purchase such manufactured home at the price offered by said Lot Owner, but may do so in its sound business discretion, or it may negotiate a price and terms and conditions as may be mutually agreeable to the parties. Such negotiation and purchase may be performed directly by Developer, or by any manufactured home dealer or broker of its choosing. If no agreement is reached pursuant to this provision, then said Lot Owner may offer the manufactured home for sale to the public through a licensed sales agent of their choosing, or may attempt to sell the manufactured home him- or herself.

b. If a buyer is found for a manufactured home located on a Lot and a written contract is executed between said Lot Owner and said potential buyer, then said Lot Owner must immediately deliver a copy of the sale contract including notice of the negotiated price and conditions of sale to Developer. Developer shall have two business days after receipt of such written contract to match the terms and conditions therein. If Developer decides to purchase the manufactured home at the price, terms and conditions as stated in the sales contract, then it agrees to give written notification to said Lot Owner of such intent before 5:00 p.m. on the second business day after the day of its receipt of the sale contract. For purposes of this Rule, notice to said Lot Owner is "given" when it is: (1) hand delivered; or, (2) posted on the home; or, (3) placed in the U.S. Mail by Developer.

c. If Developer matches a bona fide written offer received by said Lot Owner, then Developer must purchase, and said Lot Owner must sell the subject manufactured home to Developer. Closing shall occur on a mutually agreeable date, but shall be no later than sixty days after the date Developer gives notice of matching the offer received by said Lot Owner, unless otherwise agreed.

d. Should a Lot Owner fail to comply with the terms of this provision, then the subject manufactured home shall be removed from the park upon its sale.

Article III Membership and Voting Rights

Section 1. Membership Classes. There shall be two classes of membership:

a. **Voting Members.** The Association shall have Voting Members who shall have all the rights and privileges of Members of the Association. A Voting Member may not be removed. The initial Voting Members shall consist of those persons named as initial Voting Members in the Articles of Incorporation, who have been chosen by the Developer. The initial Voting Members have the right to admit other persons as Voting Members.

b. **Nonvoting Members.** The Association shall have "Nonvoting Members" of the Association who shall consist of all of those persons who are, from time to time, "Owners". The term "Owners" shall mean record fee simple titleholders of Lots within the boundaries of the property encumbered by the Declaration. Prior to Developer relinquishing control of the

Association, as provided hereinafter, all Lot Owners other than Developer shall be Nonvoting Members for purposes of the Declaration, Articles of Incorporation, and Bylaws of the Association.

Section 2. Membership. Every Owner of a Lot that is subject to assessment shall be either a Voting Member or Nonvoting Member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights of an Owner who is contract seller to his vendee in possession. There shall be only one vote for each Lot. If there are multiple Owners for a Lot or Lots, the Owners shall designate in writing the voting Owner.

Section 3. Developer Control. The Developer shall have complete control of the Association until such time as ninety percent (90%) or more of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed by Developer to third parties. Developer's complete control of the Association includes, but is not limited to, Developer, as the initial Voting Member, appointing all of the directors to comprise the Board of Directors of the Association. Within three (3) months after the earlier of (i) ninety percent (90%) or more of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed by Developer to third parties, or (ii) on written notification to the Association from Developer, at Developer's sole discretion, to relinquish complete control of the Association, Developer shall relinquish control of the Association to the then Lot Owners, and the Lot Owners, other than Developer, are entitled to elect at least a majority of the directors to the Board of Directors of the Association. At such time as Developer relinquishes control of the Association, the Lot Owners assume control of the Association as Voting Members subject to the terms and conditions of these Declarations of Restrictions, and such other instruments governing the Association and its members. The Developer, after relinquishing control of the Association to the Lot Owners, shall be entitled to one (1) vote for each Lot that the Developer owns. Prior to Developer relinquishing control of the Association, as provided herein, all Lot Owners other than Developer shall be Nonvoting Members for purposes of the Declaration, Articles of Incorporation, and Bylaws of the Association.

Notwithstanding the foregoing, Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots comprising all phases of the Community. After Developer relinquishes control of the Association, as provided above, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

Article IV Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) initial assessments or charges; (ii) annual assessments or charges; and (iii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any annual and special assessments from time to time remaining unpaid, together with interest, costs and reasonable

attorney's fees, shall be a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made, as provided hereafter in this Article. Each such assessment, together with interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligations for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Initial Assessment and Annual Assessments.

a. Initial Assessment. An initial assessment on each Lot may be levied by the Association and paid by each Lot Owner acquiring title to a Lot at the time of the initial purchase from Developer or subsequent transfer of a Lot(s) for the purpose of deferring certain costs and expenses incurred by the Association by the additional or subsequent Lot Owner's admission to the Association.

See First Amendment Recorded July 29, 2003 - Additional of Section 2(a)
In addition, a separate initial assessment and/or impact fee established by the Association for connection to the potable water system and/or sewer and affluent treatment and distribution system shall be charged and paid by each Lot Owner at the time a Lot Owner accesses or utilizes the potable water system. In addition to the initial assessments, each Lot Owner shall pay annual assessments.

b. Annual Assessment. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the Properties, and for the use, repair and maintenance of the Common Area and improvements thereto, and maintenance and repair of the surface water or stormwater management system, including but not limited to work within retention areas, drainage structures and drainage easements. In the event the need for maintenance or upkeep is attributable to the willful or negligent act of the Owner of a Lot, their family, guests, or invitee, the cost of such maintenance or upkeep shall be added to and become part of the assessment to which such Lot is subject.

Annual assessments may also be used to establish reserve accounts for the periodic maintenance, repair and replacement of improvements located in the Common Area. Any such funds shall be reflected in the annual operating budget, as described in the Bylaws, and designated "reserve fund".

Section 3. Special and Other Assessments.

a. Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying aforescribed maintenance services and common expenses, and defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and provided that any such assessment shall have the assent of not less than seventy percent (70%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Notwithstanding the foregoing, while Developer is complete control of the Association, as provided under Article III, Section 3 of this Declaration, the Association, by the majority vote of the Board of Directors, may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying aforescribed maintenance services and common expenses, and defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. The action of the Board of Directors pursuant to this provision neither requires the assent of the members, nor the necessity to establish a quorum at a meeting called

for the purpose of levying the special assessment, as provided in Section 4 immediately hereinafter.

b. Central System Assessments

(1) Central Potable Water System. Potable water consumption/usage through the Central Potable Water System serving a Lot may be monitored and metered, and each Lot Owner charged a fixed assessment and/or fee/charge based on consumption/usage for such Lot, as determined by the Board of Directors. Such assessments and fees shall be collected on a monthly, semi-annual or annual basis, as determined by the Board of Directors.

(2) Sewer and Affluent Treatment and Distribution System. Each Lot Owner may be charged a fixed assessment and/or fee/charge for the use and availability of the central sewer and affluent treatment and distribution system serving the Properties, as determined by the Board of Directors. Such assessments and fees shall be collected on a monthly, semi-annual or annual basis, as determined by the Board of Directors.

Section 4. Notice and Quorum of Any Action Authorized Under Sections 3 and 9. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3a or 9 hereof shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except for potable water system and sewer and affluent treatment and distribution system charges. Annual and/or special assessments may be collected on a monthly, semi-annual or annual basis, as determined by the Board of Directors.

Section 6. Date of Commencement of Annual Assessments, and Due Dates. The annual assessments as provided for herein shall commence for each Lot upon its sale by the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent annual assessments shall be levied on a calendar year basis and shall be payable in advance. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

~~Section 7. Effect of Non-payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. In either event, the non-paying Owner shall pay for the cost of bringing this suit, including reasonable attorney's fees therefore. 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.~~

Article IV, Section 7 deleted in its entirety

~~The lien for unpaid assessments shall attach to the respective Lot(s) only from the time of recording a notice of the same in the Public Records of Lake County, Florida, setting forth the Lot(s) Owner(s), amount of assessment and due date. Such notice shall be executed and acknowledged by a duly authorized officer, agent, or attorney of the Association. Unless such notice is Recorded or Lis Pendens filed within one (1) year from recording of such notice, the lien shall lapse and be of no further force and effect whatsoever and the Lot(s) shall be exonerated from such charge and lien as reflected in the notice. However, the personal obligation shall remain and unless the Lot(s) have been conveyed to a new Owner, the lien will again become a charge against the Lot(s) upon the recording of a new notice. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.~~

Section 8. Subordination of the Lien to Mortgagee. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However the sale or transfer of any Lot pursuant to mortgage foreclosure or any conveyance of title or any other proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Amount of Initial Assessments and Annual Assessment.

a. **Initial Assessment.** In addition to the annual assessment, an initial assessment on each Lot may be charged and paid by each Lot Owner at the time of the initial purchase of a Lot(s) from Developer or its successor in title for the purpose of deferring certain costs and expenses incurred by the Association by the additional Lot Owner's admission to the Association. The Board of Directors shall establish the initial assessment.

b. **Annual Assessment.** In addition to the initial assessments, each Lot Owner shall pay annual assessments. The Board of Directors shall establish the initial annual assessment. Thereafter, the Board of Directors may increase the annual assessment ten percent (10%) annually above the maximum annual assessment for the previous year. The maximum annual assessment may be increased above ten percent (10%) only with the assent of not less than seventy five percent (75%) of the membership who are voting in person or by proxy at a meeting duly called for this purpose. Notwithstanding the foregoing, while Developer is in control of the Association, as provided in Article III, Section 3 of this Declaration, the Board of Directors may increase the annual assessment above the maximum limit (i.e. 10% of the annual assessment for the previous year) without the assent of the members, and necessity to establish a quorum at a meeting called for such purpose, as provided in Article III, Section 4.

While Developer is in control of the Association, as provided in Article III, Section 3 of this Declaration, Developer shall be excused from payment of its share of the operating expenses and assessments related to its Lots, but Developer thereby assumes the obligation to pay any operating expenses incurred by the Association that exceed the assessments receivable from other members and other income of the Association.

Article V Architectural Control

Section 1. Approval of Plans. Prior to initiating any construction on a Lot, Owners shall submit to the Association or committee established by the Association, a location and plot plan in-detail and to scale, final plans and specifications for construction; and exterior colors for all buildings and structures to be erected on the Lot. These plans and specifications shall be sufficient and definitive in detail and to scale so that there can be determined the character, all elevations, exterior appearance, construction materials and exterior colors of all structures.

NOTE: Fifth Amended recorded 4/29/2008 deleted in its entirety.

See Seventh Amendment recorded OR BOOK 02322 PAGE 2099
April 20, 2010 for substitute Language

Further, all plans and specifications shall include a landscape plan, requiring a fully sodded yard, and showing the location, kind and height of all landscaping materials, trees and shrubs. Also, any change or alteration to the approved exterior color of an improvement or additions to any improvement shall require prior approval of the Association, as provided hereafter. All homes, buildings and structures shall remain the same color as was originally approved in the plans and specifications submitted to the Association. In the event that an Owner wishes to make any changes in color of exterior areas, such changes must be approved by the Association.

The Association shall, in writing, within fifteen (15) days after submission of said plans and specifications and other information noted above, accept, reject, or propose changes. Failure to obtain written approval of the Association, of the final plans and specifications for all construction on the Lot and the final landscape plan shall be deemed a material breach of this restriction. In the event the Association fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the Owner to obtain from applicable governmental authority, or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction. The aforementioned technical data must be detailed on the final plans and specifications when submitted to the Association, before plan approval will be given. The Association, will not assume any responsibility in this regard before, during, or after construction of any of the Lots comprising the Property.

Section 2. Variance. The Association, in its sole discretion, may, by written instructions, grant any variation or modification to these covenants, conditions and restrictions, and a written approval of such variation or modification shall be binding on all Owners.

Section 3. Architectural Control. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change, or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, shall have been submitted to, and approved in writing, as to harmony of external design and location in relation to the surrounding structures and topography, by the Association.

Section 4. Refusal to Approve Plans. Refusal of approval of plans, or specifications, location and plot plan, by the Association may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the Association, but cannot be unreasonably withheld.

See Addition Article V, Section 5
Fifth Amendment recorded April 29, 2008
Article VI

Exterior Maintenance

Section 1. Maintenance of Premises. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situate thereon in a manner satisfactory to the Board of Directors of the Association and after a thirty (30) day notice given by the Board of Directors to the Lot Owner apprising him of the maintenance deficiencies, and upon the approval of a two-thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel, to repair, maintain, and restore the Lot and the exterior of buildings and any other improvements erected thereon. The entry of such Lot for such purposes shall not constitute a trespass. The cost of such exterior

maintenance shall be added to and become part of the assessment to which such Lot is subject.

NOTE: Fifth Amendment deleted in its entirety **Article VII**
**Cul de sac, Road Right of Way, Easements,
Entrance Maintenance and Common Areas
Stormwater Management System**

See Seventh Amendment recorded April 20, 2010 for substitute language

Section 1. Association shall be responsible for the maintenance, repair, beautification, and landscaping of Cul de sacs, road rights of way, all lighting installed for the benefit of the subdivision, entrance to the subdivision, all easements and all other areas of the subdivision which are either Common Areas or areas dedicated to the public or for common use of the subdivision, unless these items are being maintained by some governmental entity or agency.

Further, the Association shall be responsible for all other improvements properly authorized hereunder or previously installed or constructed.

Section 2. 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(s) 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 St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved, by the St. John River Water Management District.

Section 3. Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, Association shall have the right to enter upon any portion of any Lot that is part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District.

Section 5. Common Area Easements. Notwithstanding anything to the contrary, the Association, Developer and its principals, hereby reserve the right to grant or prohibit additional easements across or to common properties as defined in this Declaration and/or as set forth on the plat(s) of the Properties, or any other plat comprising all or a portion of the Properties.

Section 6. Utilities Easements. There is hereby reserved for the purpose of installing and maintaining private government and public utility facilities and improvement district facilities, and for such other purposes incidental to the development of the Properties, those easements to be shown upon the plat(s) of the Properties, each easement being designated "Utility Easement".

Section 7. No structure, fence, or other material shall be placed or permitted to remain within the easements, except those improvements placed within the easements by approval of the Association or the Developer, which would include, but not be limited to, bikeways, sidewalks, or other such improvements. Notwithstanding the foregoing sentence, no structure, fence, planting, or plantings, 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 the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easement, or which may interfere with the Association facilities. The easement area of each Lot and all improvements on it shall be

maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, or a utility company is responsible, and except those grass areas over utility easements and Common Areas to be maintained by the Association.

Article VIII General Restrictions

Section 1. Use Restrictions. No Lot shall be used except for single family residential purposes, except that real estate brokers, Owners and their agents may show dwellings for sale, but nothing shall be done on any Lot that may become a nuisance or an unreasonable annoyance to the neighborhood. No business, commercial, industrial, trade, profession or other non-residential activity or use of any nature or kind shall be conducted on any Lot.

Notwithstanding the foregoing, Lots 1 through 10, inclusive, and Lots 174 through 178, inclusive, shall be permitted to be developed and utilized for non-residential purposes, which Lots, if developed for non-residential purposes, shall not be subject to, bound or encumbered by the Declaration, thus exempt from compliance with the same. Nothing herein prohibits the development of said Lots for Common Area or residential purposes, at which point said Lots shall be subject to and bound by the provisions contained in the Declaration.

See addition - Third Amendment Recorded July 25, 2007

Section 2. Carports and Utility Rooms/Storage Sheds. At such time as a dwelling is constructed and/or installed on a Lot, the respective Owner shall be required to construct an attached carport and utility room/storage ("utility room") for use as a storage area or work shed to pursue a hobby, as long as such activities and uses are permitted by local, state, and federal laws and regulations, as amended. The construction, maintenance and use of the utility room must be in full compliance with the terms of the Declaration of Restrictions, and applicable laws and regulations. All elevations, exterior appearance and colors of the utility room must be consistent with the Owner's residential improvement located on the Lot(s). Prior to initiating construction of a carport or utility room on a Lot, Owners shall submit to the Association, a location and plot plan in detail and to scale, final plans and specifications for construction, and exterior colors for all buildings and structures to be erected on the Lot. No free standing or detached out buildings or structures shall be permitted on a Lot.

Section 3. No Swimming Pools. No swimming pool of any kind shall be permitted to be placed on the Lots.

Section 4. Temporary and Other Prohibited Structures. No structure of a temporary character, including a tent, outdoor pet enclosures, shack, garage, barn, or other such building shall be placed upon the Properties or additions to the Properties at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor or Developer, his successors or assigns, during construction and, further, that temporary shelters may not, at any time, be used as residences or permitted to remain on the Properties after completion of construction.

Section 5. Animals. No animals, fowl or reptiles, shall be kept, bred or raised on or in Lots, or on the Properties or additions to the Properties, except caged birds kept as pets and domestic dogs and cats owned by the Lot Owner, provided that the same are not kept, raised or maintained thereon for business or commercial purposes or in number deemed unreasonable by the Developer or Association, in the exercise of their sole and reasonable discretion. Numbers in excess of two (2) household pets (other than aquarium fish) shall prima facie be considered unreasonable. Notwithstanding the foregoing, no reptiles, animals, birds or other pets may be kept, raised or maintained on the Properties under circumstances, which in good faith judgment of the Developer or Association shall constitute an unreasonable annoyance, hazard or nuisance to other Lot Owners in the vicinity or an unreasonable interference with the

comfortable and quiet use, occupation and enjoyment of other Lots or portions of the Properties. Owners of all animals will pickup and remove any waste deposited by their animals. Any violation regarding this is to be reported to the local Animal Control Department of the governmental authority. No dogs and cats shall be allowed off the premises of Owner's site, except on a leash.

Section 6. Condition of Building and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds, on a Lot that shall tend to substantially decrease the beauty of the Community as a whole or the specific area. This restriction shall apply before, during and after construction.

Section 7. Signs. Other than signage constructed and maintained by Developer pursuant to Article II, Section 6 of the Declaration, no signs of any kind shall be displayed to the public view on any Lot, except one identification sign conforming to the regulations pertaining thereto in the County and City Ordinances where the property is located, and those regulations established by the Association pertaining to signage.

Section 8. Setback Lines and Size of Buildings. All buildings and housing erected, placed or constructed on Lots as a dwelling shall contain minimum square feet of floor area and air-conditioned space, exclusive of carports and open porches, as established by the Association. The method of determining square foot area of proposed buildings and structures, or additions and enlargements thereto, shall be to multiply the outside horizontal dimensions of the building or structure at each floor level.

Where two or more Lots are acquired and used as a single building site, under a single Owner, the side Lot lines shall refer only to the lines bordering on the adjoining property. The Developer, or the Board of Directors, shall have the authority to set aside, delete and cancel all easements along the side Lot lines on adjoining Lots in order to allow the Lot Owner to combine two Lots for a single building Lot.

Setback lines for corner Lots and odd-shaped Lots shall be as near as possible as set out above, except that variations may be authorized by the Developer or Association at the time plans for buildings are approved, and a copy of such plans, including the plot plan, or a record of the variance, may be kept on file by the Developer to establish the setback lines as approved.

The method of determining square foot area of proposed buildings and structures, or additions and enlargements thereto, shall be to multiply the outside horizontal dimensions of the building or structure at each floor level.

Section 9. Offensive Activity. No noxious or offensive activity shall be carried on, or upon, the Properties, or additions to the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Community. There shall not be maintained any plants, animals, or device, or thing of any sort, whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature which may diminish, or destroy, the enjoyment of other property in the neighborhood by the Owners thereof; and further, all domestic animals shall either be kept on a leash, or kept within an enclosed area.

Section 10. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Developer or Association shall have the right to enter upon any residential Lot on which a residence has not been constructed, after thirty (30) days notice to the Lot Owner by the Developer or Association, and the failure of the Lot Owner to reply. Such entry may be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing,

clearing, cutting, or pruning underbrush, weeds or other unsightly growth. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Developer to mow, clear, cut, or prune any Lot, nor to provide garbage or trash removal service.

Section 11. Sewage. Prior to the occupancy of a residence on any Lot, proper and suitable provision shall be made for the disposal of sewage, and all Lots shall be required to utilize the sewer and affluent treatment and distribution system serving the Properties.

Article VIII, Section 12 deleted in its entirety.

Section 12. Trailers, Boats, Vehicles and Mobile Homes. ~~No commercial vehicles, motor homes, house trailers or trailers of any description, campers, horse trailers, recreational vehicles, semi-trailers, tractor-trailers, or trucks [other than light pick-up and utility van trucks, not exceeding one (1) ton capacity that have no lettering and do not appear to be commercial trucks (the determination about appearance shall be made by the Association in its sole discretion)] shall be placed or parked on any Lot, or street, at any time, either temporarily or permanently. Boats and boat trailers are also excluded on a permanent basis, but may be parked, or placed, on a Lot on a temporary basis for the convenience of the Lot Owner. Temporary shall mean not to exceed 48 hours in any thirty (30) day period. Further, no vehicles incapable of operation shall be stored on any Lot, or parked on any Lot or street at any time, either temporarily or permanently. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to non-commercial vans for personal use that are in acceptable condition, in the sole opinion of the Board of Directors (which favorable opinion may be changed at any time), nor to any vehicles of Developer or those required by any builder during construction on any Lot. All vehicles shall be parked in the carport or driveway serving a respective Lot. No on-street parking shall be permitted. In the event any provision of this covenant is breached, Developer or Association may have said truck, commercial vehicle, camper, mobile home, motor homes, house trailer, other trailer, recreational vehicle, boat, boat trailer or horse trailer towed from the Properties at the Lot Owner's sole cost and expense, and an individual Assessment may be levied therefore against such Owner.~~

See First Amendment Recorded July 29, 2003 for substitution

Section 13. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and thus, may be installed only within the main dwelling house, within the accessory building, within the screened area required herein, or buried underground.

Section 14. Landscaping, Lawns, Driveways, Parking Areas, Sidewalks and Mailboxes.

a. **Landscaping and Lawns.** The Association shall have the authority to establish minimum landscape and planting requirements for each Lot and those areas designated as landscape buffers. Landscaping as required and as shown on the approved final landscape plan submitted to the Association shall be completed at the time of completion of the building as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing authority.

All areas not covered by buildings, structures, walkways, or paved parking facilities shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting streets, or to the water line of any abutting lakes or canals. No stone, gravel, or paving of any type, shall be used as a lawn, unless approved as part of the landscaping plan. Further, all lawn or landscaped areas must have installed and maintain an active outdoor water sprinkler system that supplies water to the lawn and/or landscape area to nurture and support the growth of the plant life, and maintain high quality lawns and landscape plantings, subject to such rules promulgated by the Association or Board of Directors regarding watering and use.

b. Driveways, Parking Areas, Sidewalks and Mailboxes.

(1) All driveways and parking areas must be constructed with concrete or materials as approved by Developer or Association. Prior to initiating construction of a driveway, parking area and/or sidewalk on a Lot, Owners shall submit to the Association, a location and plot plan in detail and to scale, final plans and specifications for construction, and construction materials. No gravel, or blacktop, or paved parking strips are to be allowed. All vehicles shall be parked in the carport or driveway serving a respective Lot. No parking shall be permitted in any street or road right of way except guest or invitees of an Owner visiting a dwelling located on a Lot on a temporary and infrequent basis. No vehicles shall be parked in the front or side yard of any Lot.

(2) Lot Owners shall be required to construct a concrete sidewalk at the time of constructing and/or placing the residential improvement on a Lot. The size, length, dimensions and location of the sidewalk shall be determined by the Association and applicable governmental regulations.

(3) The location and type of mailbox must be approved by Developer or Association, prior to installation. All mailboxes must be maintained in good condition, as determined by Developer or Association, and replaced with only such mailboxes approved by the Developer or Association. Notwithstanding the foregoing, all Lot Owners shall be required to utilize postal centers for receiving mail if required by the Association.

~~Section 15. Garbage Containers, Oil and Gas Tanks, Air Conditioners. All garbage and trash containers, oil tanks and bottled gas tanks must be underground or placed in walled or landscaped areas so that they shall not be visible from any street, or adjacent properties. All air-conditioning units shall be shielded and hidden so that they shall not be visible from any street, or adjacent property.~~

Article VIII, Section 15 deleted in its entirety
See Third Amended Recorded July 25, 2007 for
substitute language

Section 16. Fences.

a. All fences constructed on any Lot must first be approved by the Association, as to height, size, location, materials and design. No wall or fence shall be constructed with a height of more than four (4) feet above the ground level of adjoining property, and no hedge or shrubbery abutting the property lines shall be permitted with a height of more than four (4) feet, without written approval of the Developer or Association. Perimeter walls and fences shall not be permitted. No fence shall be erected that extends forward of the front yard building line of any Lot, or extend into any water body.

b. Notwithstanding the above, Developer and/or the Association hereby reserves the right to construct or install fencing, screening, or the like along the boundary of the Properties or any portion thereof, and shall be permitted unlimited access to the boundaries of the Properties or any portion thereof for the purpose of constructing, maintaining and repairing the fencing, screening or the like.

Section 17. Satellite Dish and Solar Panels.

See Second Amendment Recorded August 11, 2003 for substitute language
a. ~~No Owner shall install, or cause to be installed, within or on any Lot or house, a satellite dish or dish type antennae in which the dish exceeds eighteen (18) inches in diameter. Further, all dishes must not be visible from any street, and/or adjacent properties, and adequate landscaping shall be installed and maintained by the Owner to shield and/or hide the dish from the view of the street and/or adjacent property Owner.~~ Any and all exterior antennae or transmitting and/or receiving equipment, satellite dishes or dish type antennas must be approved by the Association prior to installation to ensure conformity with this provision and other applicable

provisions. The location type and size of all other external antennae shall be approved by Developer or Association, prior to its installation. Other than provided herein, no aerial, satellite reception dishes, or antennas of any kind are permitted on the Property, unless permitted by law.

b. No solar panels shall be installed so they are visible from the front of any home or Lot within the subdivision.

Section 18. No Boat Docks and Slips. Notwithstanding anything to the contrary, the Owners whose Lot or Lots abut a water body are not authorized to construct a dock or boat slip.

Section 19. No Leasing. No Lot or improvement located thereon may be rented or leased for any period of time to a third party. No more than one family shall reside in an improvement located on a Lot, with no more than two adults occupying any bedroom in the improvement.

Section 20. Completion of Residential Structures and Option to Repurchase. In order to speed completion of residential structures and enhance the residential nature of the Community, construction and/or placement of the residence on any Lot must be initiated within twelve (12) months from the date the Lot is sold by the Developer to any third party. For purposes of this provision, the date the Lot is sold by Developer will be deemed to be the date of recording the deed evidencing conveyance of title in the Public Records of Lake County, Florida. No construction may be initiated until obtaining the necessary approvals from the Association, as required by Article V of this Declaration. Construction and/or placement of the residence must be completed within two (2) calendar months following the initiation of construction. For purposes of this provision, the date of recording the notice of commencement in the Public Records of Lake County, Florida, will represent the date that construction is initiated on a Lot. Notwithstanding the foregoing, in no event shall construction and/or placement of the residence extend beyond fourteen (14) months from the date the Lot is sold by the Developer to any third party. Developer may extend, at its sole discretion, the time periods established herein for a cumulative period not to exceed six (6) months should good cause be shown.

Should a Lot Owner fail to comply with the provisions of this Section 20, Developer or its assigns will have an option to repurchase the Lot for the same price that the Lot was sold by the Developer, less the following:

- a. the cost to satisfy and/or release any encumbrances (i.e. mortgages, liens, etc.) against the Lot at the time of the exercise of said option;
- b. cost of real estate commissions, documentary stamp tax, title insurance premium, title search and examination, recording and other related closing cost incurred by Developer at the time of closing the initial sale by Developer; and
- c. cost of real estate commissions, documentary stamp tax, Owner's title insurance premium, title search and examination, recording and other related closing cost expended by Developer in the exercising and closing of the option to repurchase provided herein.

The option to repurchase provided herein may be exercised at any time before a certificate of occupancy is issued by the appropriate governmental agency for a residence constructed and/or placed on the particular Lot. Notice exercising the option to repurchase must be Recorded and a copy thereof promptly forwarded by certified mail, return receipt requested, to the current title holder of the particular Lot, as shown on the records of the Property Appraiser and Tax Collector of Lake County, Florida. The repurchase must occur within forty five (45) days of Developer recording the notice of exercising the option, as provided above. Developer will select the location, date and time of the closing. If no such notice has been filed before the issuance of a certificate of occupancy, then this option will become void

and of no effect.

Section 21. Other Restrictions. The Association and Developer shall have the authority, from time to time, to include within its promulgated Residential Planning Criteria, and Rules and Regulations for the Community other reasonable restrictions or prohibitions regarding such matters as animals and pets, window air-conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutter easements, games and play structures, swimming pools, sight distance at intersections, utility connections, television and radio antennae and other receivers, driveways, parking, motor vehicle traffic, pets, construction and maintenance of improvements, landscape and such other reasonable restrictions as it shall deem appropriate; provided, however, that such additional restrictions shall not be in conflict with other restrictions and easements provided in this Declaration. The foregoing matters are shown by way of illustration and shall not be deemed to limit in any way the authority of the Association to promulgate and enforce such Residential Planning Criteria, and Rules and Regulations for the Community. Once the Association promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein, until the Association modifies, changes, or promulgates new restrictions.

Section 22. Drainage Swale Maintenance. To the extent that Developer has constructed a Drainage Swale upon a Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time, the Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of 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 St. Johns River 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 any 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 of the Lot upon which the Drainage Swale is located.

Section 23. Clothes Drying Equipment. No laundry shall be shall be hung or located outdoors, except on special temporary drying apparatus designed for such purpose in the form of a folding rack or umbrella that shall be placed at the rear of each Lot in a manner to ensure that the drying apparatus is not visible from adjacent Lots or the street or any other adjoining portion of the Properties. All drying apparatus must be removed each day and stored in an enclosed structure, not visible from adjoining Lots or roadway. No clothes lines or other material shall be strung between posts or trees.

Article IX General Provisions

Section 1. Enforcement. Article IX, Section 1 deleted in its entirety
See Third Amendment Recorded July 25, 2007

a. ~~Generally. The Developer, the Association, or any Lot Owner, shall have the right to enforce by judicial proceedings, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed, by the provisions of this Declaration. Failure by the Developer, Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in an action brought to enforce any provisions of this Declaration shall be entitled to recover attorney's fees for trial and appeal and court costs for the same.~~

b. ~~St. Johns River Water Management District. The St. Johns River 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 of this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.~~

Section 2. Severability. Invalidation of any one of these covenants or restrictions, or portions thereof, by judgment, or court order, shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Term of Declaration and Amendments.

a. Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is Recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

b. Amendments.

(1) Generally. This Declaration may be amended at any time with the approval of at least seventy-five percent (75%) of the Lot Owners. Any amendment must be properly Recorded to be effective.

While Developer has complete control of the Association, as provided in Article III, Section 3 of this Declaration, Developer may amend this Declaration, at its sole discretion, by the recordation of an amendatory instrument in the Public Records of Lake County, Florida, executed by Developer only. Thereafter, this Declaration may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; provided Developer has not relinquished control, as defined in Article III, Section 3 of this Declaration. Any amendment must be properly Recorded to be effective.

(2) Error or Omission. Developer reserves the right to amend this Declaration to correct typographical errors and errors of omission, which amendments must be signed and acknowledged only by Developer and need not be approved by the Association, Lot Owners or lienors or mortgages of Lots, whether or not elsewhere required for an amendment.

(3) Stormwater Management System. Any amendment to the covenants and restrictions of this Declaration which alter any provision relating to 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 St. Johns River Water Management District.

Section 4. No Subdivision. None of the Lots shall be divided or sold except as a whole, without the written approval of the Developer or Association and no additional streets shall be constructed on or across any Lot without the approval of the Developer or Association.

Section 5. Additional Properties. The Developer reserves the right to add additional properties, which would be subject to all the terms and conditions of this Declaration, and would be under the jurisdiction of the Association.

The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property that shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added

Properties and as are not inconsistent with the scheme of this Declaration.

No addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Areas or tracts as established hereunder except to grant to the Owners of the additions to the Properties being added the right to use the Common Properties, according to the terms and conditions as established hereunder, and the right to proportionately change voting rights and assessments.

Section 6. Notification of Sale or Other Alienation. Should a Lot Owner wish to sell, lease or transfer any interest in a Lot and/or improvement located thereon, said Lot Owner, before accepting any offer, must deliver to the Board of Directors a written notice containing the name, address and such other information required by the Board of Directors of the person to whom the proposed sale or transfer is to be made, and terms of the sale or transfer. Lot Owner and buyer shall permit the Board of Directors through any reasonable means deemed appropriate by the Board of Directors to verify the correctness of such notice and other information submitted to the Board of Directors.

IN WITNESS WHEREOF, the undersigned, being the Developer, has hereunto set his hands and seals this 19th day of May, 2003.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:

Karen K. Maxwell
Signature

Karen K. Maxwell
Print

Robert L. Davis
Signature

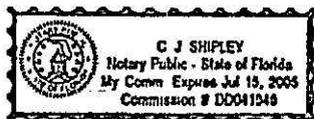
Robert L. Davis
Print

Double MM Development, LLLP
By: Double MM Management Corporation,
As General Partner

By: Maureen E. McLay
Maureen E. McLay, President

STATE OF FLORIDA
COUNTY OF LAKE

I hereby certify that on this 20th day of May, 2003, before me, an officer duly authorized in the State and County aforesaid to make acknowledgments, personally appeared Maureen E. McLay, as president of Double MM Management Corporation, as general partner of Double MM Development, LLLP, on behalf of the corporation, who is personally known to me and who did not take an oath.



C. J. Shipley
Notary Public - State of Florida
Printed Name of Notary: C. J. Shipley
My Commission Expires: July 15, 2005

Joinder and Consent

For and in consideration of ten dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Alvin Dale Marshall, as Surviving Co-Trustee of the Alvin Dale and Geraldine Eloise Marshall Trust dated November 30, 1984, the owner and holder of that certain mortgage Recorded April 3, 2003, in Official Records Book 2290, Page 2092, Public Records of Lake County, Florida, encumbering the Property, as described in the mortgage, does hereby consent and join into this instrument, and agree to bound thereby.

Alvin Dale Marshall
Alvin Dale Marshall
As Surviving Co-Trustee
2504 Cherry Blossom Court
Eustis, Florida 32726

**STATE OF FLORIDA
COUNTY OF LAKE**

I Hereby Certify that on this 19th day of May, 2003, before me, an officer duly authorized in the State and County aforesaid to make acknowledgments, personally appeared Alvin Dale Marshall, as Surviving Co-Trustee of the Alvin Dale and Geraldine Eloise Marshall Trust dated November 30, 1984, on behalf of the Trust, who is personally known to me and who did not take an oath.



C. J. Shipley
Notary Public - State of Florida
Printed Name of Notary: C. J. Shipley
My Commission Expires: July 15, 2005

Exhibit "A"
Legal Description

A PART OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LYING IN LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LYING IN LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°11'33" WEST, A DISTANCE OF 1327.48 FEET ALONG THE WEST SECTION LINE OF SECTION 28, ALSO BEING THE CENTERLINE OF A 66.00 FOOT RIGHT OF WAY AS DEPICTED ON THE PLAT OF CITRUS FARMS, RECORDED IN PLAT BOOK 13, PAGE 35, LAKE COUNTY, FLORIDA TO A POINT OF INTERSECTION; THENCE RUN SOUTH 89°50'59" EAST, A DISTANCE OF 33.00 FEET TO THE EASTERLY LINE OF THE AFORESAID 66.00 FOOT RIGHT OF WAY AS DEPICTED ON THE PLAT OF CITRUS FARMS, RECORDED IN PLAT BOOK 13, PAGE 35, LAKE COUNTY, FLORIDA, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°50'59" EAST, A DISTANCE OF 627.25 FEET ALONG THE NORTHERLY LINE OF TRACT 12 AS DEPICTED ON THE PLAT OF CITRUS FARMS, RECORDED IN PLAT BOOK 13, PAGE 35, LAKE COUNTY, FLORIDA, TO THE WEST LINE OF TRACT 7 AS DEPICTED ON THE PLAT OF CITRUS FARMS, RECORDED IN PLAT BOOK 13, PAGE 35, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°13'41" EAST, A DISTANCE OF 301.97 ALONG THE WEST LINE OF SAID TRACT 7; THENCE RUN SOUTH 89°56'57" EAST, A DISTANCE OF 329.85 FEET TO THE EAST LINE OF SAID TRACT 7; THENCE RUN NORTH 00°12'05" EAST, A DISTANCE OF 199.96 FEET, THENCE RUN SOUTH 89°49'28" EAST, A DISTANCE OF 330.00 FEET, THENCE RUN SOUTH 00°25'55" EAST, A DISTANCE OF 459.23 FEET; THENCE NORTH 88°35'42" WEST, A DISTANCE OF 50.39 FEET TO THE WESTERLY RIGHT OF WAY LINE AS DEPICTED ON THE PLAT OF ASTATULA BEING RECORDED IN PLAT BOOK 1, PAGE 12, LAKE COUNTY, FLORIDA, SAID RIGHT OF WAY LINE ALSO BEING THE WESTERLY LINE OF FAIR STREET AS DEPICTED ON THE VACATED PLAT OF ASTATULA ESTATES, RECORDED IN PLAT BOOK 21, PAGES 54 AND 55, LAKE COUNTY, FLORIDA; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE SOUTH 00°25'03" EAST, A DISTANCE OF 50.00 FEET TO A POINT OF INTERSECTION; THENCE CONTINUE ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY SOUTH 00°06'12" WEST, A DISTANCE OF 1270.96 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NUMBER 48 (FORMERLY STATE ROAD NUMBER 48 AND BEING SHOWN AS FLORIDA AVENUE ON THE PLAT OF CITRUS FARMS, RECORDED IN PLAT BOOK 13, PAGE 35, LAKE COUNTY, FLORIDA AND BEING A 100.00 FOOT RIGHT OF WAY); THENCE RUN NORTH 89°51'08" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NUMBER 48, A DISTANCE OF 1244.44 FEET TO THE EASTERLY LINE OF THE 66.00 FOOT RIGHT OF WAY AS DEPICTED ON THE PLAT OF CITRUS FARMS, RECORDED IN PLAT BOOK 13, PAGE 35; THENCE RUN NORTH 00°11'33" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1276.77 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING ALL OF TRACT 12 AND A PORTION OF TRACT 7, CITRUS FARMS, RECORDED IN PLAT BOOK 13, PAGE 35, LAKE COUNTY, FLORIDA, AND LYING IN A PORTION OF LOTS 6, 10, AND 14, BLOCK F, LESS ROAD RIGHT OF WAY PER THE PLAT OF ASTATULA, RECORDED IN PLAT BOOK 1, PAGE 12, LAKE COUNTY, FLORIDA. SAID LANDS ALSO BEING THE FORMER ASTATULA ESTATES (LESS THE WEST 33.00 FEET THEREOF), RECORDED IN PLAT BOOK 21, PAGES 54 AND 55, AND BEING VACATED BY RESOLUTION AS RECORDED IN OFFICIAL RECORDS BOOK 670, PAGE 989, LAKE COUNTY, FLORIDA. CONTAINING 42.52 ACRES PLUS OR MINUS.