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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FORHIGH POINTE COMMUNITYREC-14900
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THIS DECLARATION, made this 23rd day of August, 1995, by JAYMARK BUILDERS & DEVELOPERS, INC., a Florida Corporation, whose address is: 13920 Mohawk Road, Clermont, Florida 34711, (hereinafter referred to as "Developer").

W I T N E S S E T H :

WHEREAS, Developer owns the real property located in Lake County, Florida described on Exhibit "A" attached hereto (the "Phase One and Phase Two"); and

WHEREAS, it is contemplated that the Phase One and Phase Two Properties and potential additional properties will be developed as a residential community comprised of building lots, streets, street lights, a common area recreation center and a surface water management system, for the benefit to the residents of the community; and

WHEREAS, Developer desires to preserve and enhance the values and quality of life in the community, the health, safety, and welfare of the residents, and to provide for the maintenance of any other common areas and improvements located in The Properties, and, to this end, desires to subject the Phase One and Phase Two Properties and each Additional Property, when and if annexed, to the Covenants, conditions, restrictions, easements, and liens hereinafter set forth, each of which shall be binding upon and run with the title to The Properties; and

WHEREAS, to provide a means for meeting these purposes, Developer has created a non-profit corporation to which may be conveyed title and delegated and assigned the powers of maintaining and administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

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NOW, THEREFORE, Developer declares that the Phase One and Phase Two Properties and, upon annexation, each Additional Property are and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

ARTICLE I

DEFINITIONS

Section 1. when used in this Declaration or in any Supplemental Declaration the following words shall have the following meanings:

(a) "Additional Property" shall mean and refer to those lands, together with any improvements thereon, other than the Phase One and Phase Two Property, made subject to this Declaration under Article II hereof.

(b) "ARB" shall mean and refer to the Architectural Review Board.

(c) "Area of Common Responsibility" shall mean and refer to any and all real property (including all improvements thereon) owned by the Association for the common use and enjoyment of the Owners, together with the subdivision wall, entrance features and landscaping adjacent to the intersection adjoining Lakewood Ridge, and all landscaping, fences, walkways, drainage facilities, irrigation systems and street lights adjacent to the paved areas at the intersection of Mohawk Rd. and South Avenue thereof and any easements beneficial to The Properties as reflected on a plat of any portion thereof or as may otherwise be declared or created from time to time.

(d) "Association" shall mean and refer to High Pointe Homeowners Association, Inc., a Florida corporation not for profit, and its successors and assigns.

(e) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(f) "By-Laws" shall mean and refer to the By-Laws of the Association.

(g) "Certificate of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as amended.

(h) "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including without limitation the costs incurred for operation, maintenance, insurance and improvement of Common Properties, if any, and Areas of Common Responsibility, and any reserves established by the Board.

(i) "Common Properties" shall mean and refer to all real and personal property from time to time intended to be owned and maintained by the Association and to be devoted to the use and enjoyment of all Members of the Association and described as Tract E in Phase Two and all signage and landscape easements; plus all property designated as Common Properties in any further recorded supplemental declaration including, without limitation all structures, recreational facilities, open space, masonry walls, fences, walkways, signs, irrigation systems, and street lights if any, but excluding any public utility installations thereon.

(j) "Developer" shall mean and refer to Jaymark Builders and Developers, Inc., a Florida Corporation, and its successors and assigns. No successor or assignee of Developer shall have any rights or obligations of Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

(k) "Declaration" shall mean and refer to this Declaration, together with any supplements or amendments hereto.

(l) "Dwelling" shall mean and refer to a single family residence located on a lot.

(m) "Lot" shall mean and refer to each residential building site created by any recorded plat of The Properties, whether or not said Lot has yet been improved with a Dwelling.

(n) "Member" shall mean and refer to each Member of the Association as provided in Article III, Section 2.

(o) "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Residential Unit in The Properties. Owner shall not mean or refer

to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or by conveyance in lieu of foreclosure. All owners of a single Residential Unit shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common or tenancy by the entirety.

(p) "Phase One and Phase Two Property" shall mean and refer to the real property described in Exhibit "A" to this Declaration.

(q) "The Properties" shall mean and refer to the Phase One and Phase Two Properties, together with any Additional Properties which are hereafter annexed from time to time pursuant to Article II.

(r) "Residential Unit" shall mean and refer to each Lot in The Properties, together with any Dwelling located thereon.

(s) "Supplemental Declaration" shall mean and refer to any instrument which extends the scheme of this declaration to Additional Property pursuant to Article II.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to This Declaration. The Phase One and Phase Two Properties are and shall be improved, transferred and occupied subject to this Declaration.

Section 2. Additional Property. Developer shall have the right, but not the obligation to bring within the scheme of this Declaration, as Additional Property, additional land lying in the vicinity of the Phase One and Phase Two Property at any time within twenty (20) years from the date this Declaration is recorded without the consent of the Members of the Association or any mortgagee or other lien holder on any Lot so long as Developer is a Class B Member of the Association, provided that the Federal Housing Administration (FHA) and the Veterans Administration (VA) consents to such annexation. Notwithstanding the foregoing, in no event shall any property within the vicinity of The Properties be subject to this Declaration until such property is specifically incorporated into the scheme of this Declaration as provided in Section 3 below. Developer acknowledges that the Phase One and Phase Two Properties are the first phases of a project which may contain additional phases adjacent to them. In the event that additional phases of the certain additional common areas may become

Common Properties they at that time will be owned and maintained by the Association.

Section 1. Method of Annexation. Additions authorized under this Article shall be made by recording a Supplemental Declaration extending the scheme of this Declaration which shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to the scheme of this Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental declaration may contain such terms and provisions not inconsistent with this Declaration as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented. Upon the recordation of any Supplemental Declaration, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Properties, if any, and an obligation to contribute to the cost of operating, maintaining and insuring the additional Common Properties. Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

ARTICLE III

THE ASSOCIATION

Section 1. The Association. The Association is a nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation and the By-Laws. Neither the Articles of Incorporation or the By-Laws shall be amended or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) Members of the Association, or (2) officers, directors or agents of Developer. The Board and such officers as the Board may appoint, shall conduct the affairs of the Association.

Section 2. Membership. Developer and each Owner shall be Members of the Association.

The Association membership of each Owner shall be appurtenant

to and inseparable from the Residential Unit giving rise to such membership, and any transfer of title to a Residential Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of Developer for so long as Developer retains Class B voting rights. Each Class "A" Member shall have one (1) vote for each Residential Unit owned by that Member. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class "B". The Class "B" Member shall be the Developer. Upon the execution of this Declaration, the Class "B" Member shall be entitled to six (6) votes for each Lot owned. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

(i) When the total outstanding Class "A" votes in the Association equals or exceeds the total outstanding Class "B" votes; or

(ii) ten (10) years from the date of recording this Declaration; or

(iii) any earlier date decided by Developer.

Upon the happening of any one of these events, Developer shall call a special meeting of the Members to advise the Association membership of the termination of Class "B" status.

Section 4. Developer Rights in the Association.

The Developer shall be entitled to appoint at least one (1) member of the Board of Directors of the Association (the "Board") for as long as the developer is the owner of any of The Properties. While the Developer is entitled to representation on the Board, whether the Developer exercises the right to appoint or not, the Board or the Association shall have no authority to , and shall not undertake any action which shall:

(a) except for the hereinafter provided, adopt signage restrictions, or prohibit or restrict in any manner the sales and

marketing program of the Developer;

(b) make any special or individual assessment against or ~~impose any~~ fine upon the Developer's property within The Properties or upon the Developer;

(c) authorize or undertake any litigation against the Developer;

(d) alter or amend the Declaration, any subsequent amendment thereto, the Articles of Incorporation or By-Laws of the Association;

(e) terminate or cancel any contracts of the Association entered into while the initial Board was in office;

(f) terminate or waive any rights of the Association under this Declaration;

(g) convey, lease, mortgage, alienate or pledge any easements or Common Properties of the Association;

(h) terminate or cancel any easements granted hereunder or by the Association;

(i) terminate or impair in any fashion any easements, powers or rights of the Developer hereunder;

(j) restrict the Developer's right of use, access and enjoyment of any of The Properties; or

(k) cause the Association to default on any obligation under any contract or this Declaration, unless the Developer consents in writing to the prohibited action. The Developer's consent shall be exercised by its appointee on the Board or other person designated to so act by the Developer.

Section 5. Duties, Powers and Authority of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of Florida, subject only to such limitations as are set forth in the Articles of Incorporation and the By-Laws, or this Declaration. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, any Supplemental Declaration, the Articles of Incorporation and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the

exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of The Properties, the Common Properties and the Areas of Common Responsibility.

Section 6. Developer Veto Power From and after the termination of the Class "B" membership, Developer shall have a veto power over all actions of the Association and the Board. This power shall expire when the Class "A" vote, other than that held by the Developer, equals ninety percent (90%) of the total membership vote of the Association, or December 31, 2010, whichever occurs first. The Veto shall be exercised as follows:

No action authorized by the Association or the Board shall take effect, nor shall any action, policy or program be implemented, until and unless:

(i) Developer shall have been given written notice of each meeting of the Members and of the Board by Certified Mail, return receipt requested or by personal delivery, which notice otherwise complies with the terms of the By-Laws as to regular and specific meetings of the Members and Board; which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

(ii) Developer shall have been given the opportunity at each such meeting to join in the discussion of any proposed action, policy, or program to be implemented by the Board or the Association and to make its concerns and suggestions known to the Members of the Association or the Board. At such meeting, Developer shall have a veto power over any such action, policy or program proposed, authorized or taken by the Board or the Association. Except as set forth in subsection (iii) below, the Developer's veto must be exercised by the Developer, its representatives, or agents at or following the meeting to consider such proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

(iii) If any action, policy or program is to be implemented by prior consent without the formality of a meeting, the Developer shall be provided a written notice and description of the proposed action, policy or program at least five (5) days in advance of such implementation, and Developer shall have (5) days after receipt of such notice to exercise its veto; and

(iv) Developer shall not exercise its veto power in

an arbitrary or capricious manner.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Easements of Enjoyment. The Association, Developer and each Owner shall have a non-exclusive right, privilege and easement of use and enjoyment in and to the Common Properties, if any, and such rights shall be appurtenant to and shall pass with the title to every Residential Unit in The Properties. Said rights shall include, but not be limited to, the following:

(a) Right-of-Way for ingress and egress by vehicles and on foot in, through, over and across the streets, roads and walks in the Common Properties for all lawful purposes; and

(b) Rights and easements to drain across storm water drainage, detention and retention structures and areas, and to connect with, maintain and make use of utilities, lines and facilities, which may from time to time be in or along the streets or in the Common Properties; and

(c) Rights to use and enjoy the Common Properties for any purpose not inconsistent with this Declaration, any Supplemental Declaration, the By-Laws, the rules and regulations of the Association, or applicable governmental regulations.

Section 2. Title to Common Properties. Developer shall convey to the Association fee simple title in and to the Common Properties, if any Common Properties are created. Once conveyed to the Association, the Common Properties may not be mortgaged or further conveyed (excluding the grant or reservation of easements as permitted by the Declaration) without the affirmative vote or written consent of at least three-quarters (3/4) of the Owners, excluding Developer. Nothing contained herein shall require the Developer to satisfy any existing mortgage on the common areas at the time of the conveyance to the Association.

Section 3. Extent of Easements. The rights and easements created hereby shall be governed by the following:

(a) Subject to the rights of Developer and the Owners set

forth in this Declaration, the Association shall be responsible for the exclusive management, control and maintenance of the Common Properties.

(b) Developer, until conveyance of title to the Association, and the Association thereafter, may reserve to itself or grant to or dedicate to Developer, any Owner, any governmental agencies and/or to any utility companies, easements and rights-of-way, in through, under, over and across the Common Properties for the installation, use, maintenance and inspection of lines and appurtenances for public or private utilities, storm water drainage improvements and areas, and for completion of the development. No improvement or material may be placed upon any such easement which might damage or interfere with the installation or maintenance of utilities or alter the direction or flow of drainage.

(c) The rights of Developer reserved in this Declaration.

(d) Matters, easements and reservations shown on any plat of The Properties.

Section 4. Common Properties For Benefit of All Owners.

All common Properties, if any, shall be subject to general Association membership use and enjoyment without regard to the phase in which the Common Properties are located.

Section 5. Easement Reserved to Developer Over Common Properties. Developer hereby reserves such licenses, rights, privileges and easements in, through, over, upon and under all Common Properties, if any, including but not limited, (1) the right to use the properties for rights-of-way and easements to erect, install, maintain, inspect and use electric, lighting and telephone poles, fixtures, wires, cables, conduits, sewers, water mains, pipes and equipment, telephone and telecommunications lines and equipment, and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services and for any other materials, equipment and services necessary or convenient for the completion, marketing, and use and enjoyment of The Properties, (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance, (3) the right to locate thereon wells, pumping stations and irrigation systems and lines, (4) the right and easement of ingress and egress for purposes of development, construction and marketing, and (5) such other rights as may be reasonably necessary to complete in an orderly and

economic manner the development of all present and future phases of High Pointe ; provided, however, that said reservation and right shall not be considered an obligation of Developer to provide or maintain any such easements, utility, equipment or service. Developer also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the streets and roads, or within the Common Properties of the Association until such time as Developer has sold all lands within or adjoining The Properties. This section may not be amended without the prior written consent of Developer.

Section 6. Delegation of Rights. Any Owner or Developer may also grant the benefit of any easement, license, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 7. Additional Easement for Maintenance and Repair. Developer hereby declares and creates a nonexclusive easement for the benefit of the Association and its agents and employees for the purpose of the maintenance, repair and replacement of the subdivision wall, entrance features and landscaping located adjacent to the entrance at Lakewood Ridge, and the landscaping, fences, walkways, drainage facilities, irrigation systems and street lights adjacent to the intersection of Mohawk Road and South Avenue, if any. The foregoing easement shall apply to and encumber only such portion of the property owned by Developer which is shown on the plat and is required for ingress and egress to and around the subdivision wall, entrance features and landscaped areas. Notwithstanding anything herein to the contrary, Developer may, from time to time, limit the easement herein declared to a specifically described area upon recordation of a written instrument setting forth the specifically described area in the Public Records of Lake County, Florida, whereupon the easement herein declared and created shall be deemed released as to all property not otherwise described in said instrument. Further, Developer reserves the right to alter, modify or eliminate certain of the landscaped areas if approved by the proper governmental agencies, solely at Developer's expense, for the purpose of the orderly development of adjacent properties owned by Developer.

ARTICLE VINSURANCE AND CASUALTY LOSSES

The Board may obtain fidelity bond coverage in its discretion. In addition, the Board may obtain insurance for insurable improvements on the Common Properties or Areas of Common Responsibility, public liability policies covering the Association and Members for damage or injury caused by the negligence of the Association or any of its members, guests or agents, and directors' and officers' liability insurance, and any other types of insurance coverage as the Board may deem appropriate, with such insured, deductible provisions and coverage amounts as shall be determined by the Board. Premiums for any insurance so obtained shall be a Common Expense. Notwithstanding the foregoing, the Association shall maintain such insurance coverage as may be required by the Federal Housing Administration (FHA) or the Veterans Administration (VA) so long as FHA or VA holds a mortgage on or owns any Lot.

ARTICLE VICOVENANT FOR MAINTENANCE ASSESSMENTSSection 1. Creation of Lien and Personal Obligation.

(a) Developer, for each Lot owned by it in The Properties, and each Owner, by acceptance of title to any Residential Unit, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) uniform annual regular assessments or charges levied by the Association; (2) uniform special assessments of capital improvements levied by the Association; and (3) non-uniform assessments levied by the Association against a particular Lot. Said assessments shall be fixed, and established and assessed to the Owners as hereinafter provided. The assessments, together with interest thereon, late charges and costs of collection, including court costs and reasonable attorney's and paralegal's fees (including fees and costs before trial, at trial and on appeal), shall be a charge and a continuing lien upon the Residential Unit against which such assessment is made from and after the date on which such assessment is due. Each such assessment, together with the aforementioned interest, late charges, costs and fees, shall also be the personal

obligation of the person who was the Owner of the Residential Unit at the time the assessment fell due, pursuant to Florida Statute.

(b) Exempt Property. The following property now or hereafter subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

1. All Common Properties;
2. All lands owned by Developer which are not described on Exhibit "A" or which have not yet been annexed to the scheme of this Declaration by Supplemental Declaration; and
3. Lands and improvements fee title to which has been dedicated to Lake County or other governmental authority, to any utility company or to the public.

No other land or improvements in The Properties shall be exempt from these assessments, charges or liens. No Owner may avoid the assessment obligations by virtue of non-use or abandonment of the Common Properties.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety, and welfare of The Properties and Owners thereof, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of the Common Properties, if any, and the Areas of Common Responsibility, and for any other purpose deemed desirable or appropriate by the Board, including without limitation, any one or more of the following:

- (a) Payment of Association operation expenses; and
- (b) Lighting, irrigation, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of project identification signs and traffic control devices, and the cost of controlling and regulating traffic on the access ways; and
- (c) To pay, contest or compromise all real and personal property taxes and assessments separately levied upon or assessed against the Association or the Areas of Common Responsibility; and
- (d) Management, maintenance improvement and beautification of Common Properties and the Areas of Common

Responsibility; and

(e) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property of the Areas of Common Responsibility, and the furnishing of services to or for the Members of the Association; and

(f) Funding of appropriate reserves for repair and replacement; and

(g) Procurement and maintenance of insurance and employment of accountants, attorneys, property managers, and other professionals to represent the Association; and

(h) To do anything necessary or desirable in the judgement of the Board to keep The Properties, the Common Properties and the Areas of Common Responsibility neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners.

Section 3. Annual Assessments. All owners of lots in the subdivision shall pay annual maintenance fees. Initially, the assessed maintenance fees shall be as follows:

Owners of Vacant Lots	\$150.00 per year
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Individual owners of lots with completed residences (completion to be determined by the issuance of the certificate of occupancy or approval by the ARB, whichever occurs first.	\$300.00 per year
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Builders purchasing or contracting for lots for the specific purpose of building spec homes (including the developer). The determination of this category shall be made by the ARB.	No maintenance fees for 6 months from the date of ownership or possession. After 6 months, maintenance fees shall be assessed according to the proper category above as defined by the ARB.
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For so long as the Developer owns lots in the subdivision, the Developer shall have the option of paying the assessment fees on its lots as set out above or guaranteeing the budget of the Association.

Nothing contained herein shall prevent the Association from establishing monthly payment plans or giving discounts for annual payments.

There shall be no increase in the annual assessments except as set out in section 4 immediately below.

Section 4. Increase in Annual Fees. Membership Fees.

From and after the first day of the first January following twelve (12) calendar months following the first conveyance of a lot to a Class A member, the annual regular assessment for each category may be increased each year, but may not be increased more than 15% above the regular assessment in that category for the previous year unless such increase is approved by a favorable vote of 80% of Class A members voting in person or by proxy and 80% of the Class B members voting in person or by proxy at a meeting of the Association duly called for such purpose.

At the time any dwelling is conveyed to or constructed by a Class A member, a one time fee of \$100.00, representing a working capital contribution to the Association, shall be paid to the Association at the time such conveyance is closed or the certificate of occupancy is issued on such construction.

Section 5. Uniform Special Assessments for Capital Improvements.

In addition to the annual regular uniform assessments authorized above, the Association may levy, in any assessment year, a uniform special assessment applicable to that year only for the purpose of 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, provided that any such assessment shall have been approved by seventy-five percent (75%) of each class of members who are voting in person or by proxy at an Association meeting duly called for such purpose.

Section 6. Notice and Quorum for and Action Authorized Under Sections 4 and 5.

Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence in person or proxy of Owners in each class entitled to cast sixty percent (60%) of all the votes of such class 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 one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.

Section 7. Uniform Rate Assessments. Both uniform and annual regular assessments and uniform special assessments must be fixed at a uniform rate for all Lots within each class of membership and may be collected on a monthly, quarterly, or annual basis.

Section 8. Date of Commencement of Uniform Annual Regular Assessments: Due Date. The uniform annual regular assessments provided for herein shall commence as to all Lots on the first day of the first calendar month following the conveyance of the first Lot to a person other than the Developer, and the first annual regular assessment shall be adjusted according to the number of months remaining in that calendar year. The Board shall fix the amount of the annual regular assessments against each Lot at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors. Written notice of the annual regular assessments and the dates upon which payment thereof are due shall be sent to every Owner.

Section 9. Certificate of Payment. Upon request, the Association shall furnish to any Owner liable for an assessment a certificate setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid.

Section 10. Effect of Non-payment of Assessment. If any assessment or installment thereon is not paid when due, then such assessment shall become delinquent and the delinquent assessment, together with interest thereon and such late charges as shall be imposed by the Board at its discretion, (not to exceed the highest rate allowed under Florida law) and the cost of collection thereof, shall be secured by a continuing lien on the Residential Unit as to which the assessment accrued. Such lien shall be prior to all other liens hereinafter created except taxes or assessment levied by governmental authority, and except the lien of any first mortgage. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind such Residential Unit in the hands of the then Owner and each subsequent owner. The personal obligation of the Owner to pay such assessment, however, shall remain his or her personal obligation for the statutory period and personal liability shall not pass to his or her

successors in titles unless expressly assumed by them.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date, the same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and/or foreclose the lien against the Residential Unit by judicial foreclosure in the same manner as foreclosure of a mortgage; and there shall be added to the amount of such assessment the aforesaid interest, late charges, costs of collection and attorney's and paralegal's fees. The Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, encumber, use and otherwise deal with the Residential Unit as owner thereof.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Any first mortgagee which obtains title to a Residential unit by foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessments pertaining to such Residential Unit or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Residential Unit from the lien for assessments thereafter falling due. No sale or transfer shall release such Residential Unit from liability for any assessment thereafter becoming due.

Section 12. Fines: Non-Uniform Assessments. In the event that any Owner fails to maintain his or her Lot, the exterior of his or her Unit or any other improvement thereon in the manner required hereunder, fails to abide by and keep the other restrictions herein, or violates any rules and regulations duly promulgated by the Committee or by the Association, or if any tenant, guests, or family members of any Owner fails to abide by and keep such restrictions or violates such rules or regulations, then, following thirty (30) days written notice to the Owner at the last known address of that Owner according to the Association's records specifying the nature of the violation, and the action required to cure that violation, the Association shall have the right to levy reasonable fines against that Owner, which fines, if not paid within thirty (30) days following the date upon which they are due (which due date may not be less than twenty (20) days following the mailing date of the notice specified above) shall automatically become an assessment against all Lots owned by the

Owner.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Control; ARB. All Residential Units in The Properties are subject to architectural review. This review shall be in accordance with this Article and the Restrictions set forth in Article IX hereof ("the Planning Criteria"). No sitework, landscaping, utility extensions, drainage improvement, paving, parking area, swimming pool, pool enclosure, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping shall be commenced, erected or maintained until the plans showing such details as the nature, size, workmanship, design, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been approved in writing by the Architectural Review Board (the "ARB") as to consistency with Developer's development plan and the Planning Criteria, harmony of exterior design and materials, location in relation to surrounding structures, and drainage features and topography.

So long as Developer owns any lands subject to this Declaration, Developer shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be appointed by the Board. The ARB shall consist of no less than three (3) members, at least one of whom shall be required to be an Owner or occupant of The Properties. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires. Decisions of the ARB shall be by majority action. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors from Association funds.

The initial members of the ARB are:

- 1) Joseph E. Zagame
- 2) Larry Christensen
- 3) Jane C. Zagame

Section 2. Approval or Disapproval. Unless waived by the ARB, all plans shall be prepared by an architect, engineer, or other design professional, said person to be employed by and at the expense of the Owner. Determinations by the ARB shall be binding on each Owner. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement, alteration, etc. is not consistent with the Planning Criteria or the Developer's development plan, or in the best interest of the community, such alteration or improvement shall not be made. Approval of the plans may be withheld not only because of non-compliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height, or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any or all other matters or things which, in the judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the general development plan. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans and specifications from the ARB. Plans and re-submittals thereof shall be approved or disapproved within forty-five (45) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall not be deemed to be approval of the plans as submitted or resubmitted. The ARB approval or disapproval shall be written and shall be accompanied by one (1) copy of the plans, etc., to be returned to the Owner. Whenever the ARB disapproves plans, the ARB shall specify the reason or reasons for such disapproval.

Section 3. Violations. The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected, or maintained upon the Residential Unit other than as approved, the same shall be deemed to have been undertaken without ARB approval.

Section 4. Variances. The ARB may grant variances from compliance with any of the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as

topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. Such variances must be written and must be signed by at least two(2) members of the ARB. If variances are so granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the Planning Criteria for any purpose except as to the particular Residential Unit and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with all applicable governmental laws and regulations.

Section 5. Waiver of Liability. Neither Developer, the ARB, or any member of the ARB or the Association shall be liable to anyone submitting plans for approval or to any Owner or occupant of The Properties by reason of or in connection with approval or disapproval of any plans, or for any defect in any plans submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans. Approval of plans, or any other approvals, variances or consents, are given solely to protect the aesthetics of the Properties in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with applicable laws, codes, rules or regulations, nor shall ARB approval be deemed approval of any plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits plans for approval agrees, by submission of such plans, and every Owner or occupant of any Residential Unit agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages. This Article may not be amended without Developer's written approval so long as Developer owns any Lot.

Section 6. Enforcement of Planning Criteria. Developer and the Board shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should the Developer or the Association be required to enforce the provision hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days written notice, Developer and the Association shall have the right but not the obligation to enter upon the Owners's property, make such corrections or modifications

as are necessary, or remove anything in violation of the provision hereof or the Planning Criteria, and charge the cost thereof to the Owner. Developer and the Association, or their agents and employees, shall not be liable to the Owner or to any occupant or invitee of any Residential Unit for any trespass or damages or injury to the property or person unless caused by gross negligence or intentional wrongdoing.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility; Default. Each Owner shall keep and maintain the building improvements, landscaping, and, except as set forth in Section 2 below, surface water drainage structures located on his or her Residential Unit, in good and presentable condition and repair consistent with the approved plans therefore, and shall otherwise keep such residential unit in neat and attractive condition at all times. The Association shall have the right, but not the obligation, to provide exterior repair and maintenance on any Residential Unit in the event of default by any Owner in the duties hereby imposed. Except in the event of an emergency, prior to commencement of any work, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are made, the Association and its agents or employees shall have the right to enter in or upon the Lot and the Exterior of any Dwelling to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but not limited to, paint, repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of The Properties. Neither Developer, the Association, nor their agents or employees, shall be liable to the Owner or any occupant or guest for trespass, or damage or injury to the property or person unless caused by gross negligence or intentional wrongdoing.

Section 2. Assessment of Cost. The cost of the work

described in Section 1 shall be assessed as an individual assessment against the Owner of the Residential Unit upon which such work is done. The individual assessment shall be secured by a lien upon the affected Residential Unit and shall also constitute a personal obligation of the Owner. The individual assessment shall be collectible, along with interest at the highest rate allowed by law from the date of expenditure to the date of repayment, and costs of collection and attorneys' and paralegal fees, whether or not suit be brought, in the same manner as delinquent annual assessments.

Section 3. Access at Reasonable Hours. In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Association may enter upon any Lot and the exterior of any Dwelling during reasonable hours on any day except Sundays and holidays. In an emergency situation, as determined by the Board, entry may be made at any time.

Section 4. Association Maintenance Responsibility. The Association shall maintain and keep in good repair the Common Properties and Areas of Common Responsibility and the landscaping and other improvements located thereon. Such duties include, without limitation, sign and wall repairs, irrigation, fertilizing, weeding, mowing, trimming, spraying and periodic replacement of damaged or diseased plantings with comparable plantings. Landscaping is to be maintained in substantial accordance with the quality and quantity of plantings originally installed by Developer. Nothing in these requirements shall restrict the Association from upgrading landscaping materials. It shall also be the affirmative duty of the Association to maintain those portions of the surface water management system located on individual Owner's Lots free of debris and other obstructions on a routine basis; provided such repairs major maintenance or reconstruction are not caused by the abuse, alteration or negligence of an owner.

ARTICLE IX

RESTRICTIVE COVENANTS

The properties shall be subject to the following covenants and restrictions which shall be binding upon each and every Owner and his or her Residential Unit:

Section 1. Wells. Except for a water well for use only for

air conditioning, heating or irrigation purposes, no individual water supply system shall be permitted on any Lot without the approval of the ARB.

Section 2. Landscaping. Landscaping on each Lot and storm water drainage features located thereon shall be maintained in good, aesthetically pleasing condition by the Owner thereof. The Owner of each Lot abutting a body of water or canal shall maintain the shoreline thereof free of debris and weeds consistent with applicable environmental regulations.

Section 3. Obnoxious or Offensive Activity. No activity or use shall be allowed upon The Properties which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Properties, nor shall any improper, unsightly, offensive or unlawful use be made of a Residential Unit or of the Common Properties, and all laws and regulations of applicable governmental bodies shall be observed. The use, enjoyment and occupancy of The Properties shall be in such a manner so as not to cause or produce any of the following effects discernible outside Dwellings: noise or sound that is objectionable because of its volume, duration, beat frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration or interference with normal television, radio or other telecommunication reception by other Owners.

Section 4. Rules and Regulations. Reasonable rules and regulations may be promulgated by the Board as to the use and enjoyment of The Properties and shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, clotheslines, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets, game and play structures, swimming pools, television antennae, driveways, walkways, sight distances at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any provision, covenant or restriction herein contained. Copies of such rules and regulations shall be made available to each Owner prior to the time the same become effective.

Section 5. Animals. Birds, fish, dogs and cats may be kept

as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Birds, fish, dogs and cats which are kept as pets shall be sheltered inside structures; no animal shelter shall be permitted outside. All dogs and cats shall be leashed when outside and shall not be permitted to run loose. No other animals, fowl, insects, reptiles or livestock shall be kept or maintained in The Properties unless approved in advance by the Board. No animal, etc., shall be permitted to remain if it disturbs the tranquility of The Properties or the Owners or tenants thereof, or is dangerous, annoying, a nuisance or destructive of wildlife, as determined by the Board after notice and hearing.

Section 6. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of The Properties except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling, removed or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the Dwelling.

Section 7. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and the same may be installed only within an approved accessory building, within a screened area, or removed, and shall otherwise comply with standards established from time to time by the ARB.

Section 8. Vehicles. No vehicle shall be parked on any part of The Properties or any Lot, except on paved streets and paved driveways. No inoperative vehicles shall be allowed to remain on The Properties in excess of forty-eight (48) hours unless kept in an enclosure and not visible from the street or any other Lot. No commercial vehicles, except those present on business, shall be parked on any part of The Properties. No trailers, boats, campers, trucks, mobile homes, motorized recreational vehicles or motorcycles may be parked in The Properties unless parked inside a garage or parked on the lot in a location that is not visible from the front of the Dwelling.

Section 9. Temporary Structures. No building or structure of a temporary or portable character such as trailers, tents or shacks shall be permitted in The Properties, except as approved by the ARB. Approval shall not be withheld for temporary structures used solely in connection with the construction of approved permanent improvements and removed immediately upon completion of such construction. Developer shall not be prohibited from erecting or maintaining such temporary dwellings, model homes and other

structures as Developer may desire for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements or regulations.

Section 10. Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Residential Unit without the prior written approval of the ARB; provided, however, street numbers and name signs on individual Residential Units and one sign containing not more than eight (8) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the affected Residential unit for sale or lease shall be permitted without prior approval. Developer or the Association may enter upon any Lot and remove and destroy any signs which do not meet the provisions of this section. This section shall not apply to the Developer.

Section 11. Air-Conditioning Equipment. No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless approved by the ARB, which approval may be based on the Adequacy of screening of such equipment. The ARB may prohibit window or wall air conditioning units altogether.

Section 12. Drainage Structures. Unless first approved by the ARB, no Owner other than the Developer may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Developer or the Association from, on or across any Lot, Common Property or Area of Common Responsibility; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

Section 13. Aerials. No exterior telecommunications, radio, microwave or television mast, tower, pole, wire, aerial, antennae or appurtenances thereto nor any other structure extending above the eave edge of the roof may be installed or maintained on any structure without the prior written approval of the ARB. Nothing contained herein shall prevent a homeowner from installing an 18 inch satellite dish at any location on or near the structure provided all other requirements in these Covenants, Conditions and Restrictions are met. Further, nothing contained herein shall prevent a homeowner from installing a satellite dish up to 36 inches in diameter provided the screening or landscaping around the satellite dish has been approved by the ARB. This section shall not apply to any antennae or receiver located within the attic space of a structure or located in such a manner that such antennae or other structure is completely hidden from view from every angle;

so long as the use of such antennae, dish or structure does not interfere with radio and television reception of other homeowners in the area.

Section 14. Subdivision. No part of The Properties shall be further subdivided without the prior written consent of (1) Developer for so long as Developer owns any Lot, and (2) by the Board after the Developer no longer owns any lot.

Section 15. Completion of Construction. Upon commencement of construction of any improvement on any Lot, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built shall keep the streets and areas adjacent to the Lot free from any dirt, mud, garbage, trash or other debris occasioned by the construction.

Section 16. Excavation. No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded in accordance with the approved landscape plan.

Section 17. Fences, Walls and Hedges. There shall be no fence permitted on any Lot unless it meets the requirements below and has been approved by the ARB as to size, material, color, location. No chain link fences shall be allowed. No fence exceeding 6 feet in height shall be allowed. The ARB may require landscape buffers on the outside of any privacy fences and walls. All wood fences must be installed with the posts and supports on the inside. No fence may be constructed in the following areas:

- (1) Between the street along the front of the dwelling (the "Front Street") and a straight line being the extension of the surface of the furthest set back portion of the front side of the Dwelling to the side lot lines; or
- (2) Between the street facing a side of the Dwelling (the "Side Street") and a straight line being the extension of the surface of the furthest set back portion of the side of the Dwelling to the rear lot line.
- (3) Any and all easement areas as set forth on any plat of The Properties.

Notwithstanding anything herein to the contrary, so long as

Developer or builders designated by Developer maintain any model homes within The Properties, each shall have the right to fence all or any part of any Lots used for models or parking.

Section 18. Clotheslines. Clotheslines are not permitted unless they are completely hidden from view from any street or Common Properties. No clothing, bedding or other similar items shall be hung over or on any windows, doors, walls or fences if the same be visible from any street or Common Properties.

Section 19. Play Structures and Yard Accessories. All yard accessories and play structures, including basketball hoops or backboards and any other fixed games, shall be located at the side or rear of the residential structure, or to the rear of the residences on corner Parcels, within the set back lines toward the house.

Section 20. Trees. Trees measuring two inches (2") or more in diameter shall not be cut or removed from The Properties without the prior written consent of the ARB unless the trees are located within six feet (6') of the Dwelling Unit and are to be moved to an alternate location as approved by the ARB. This provision shall not apply to the location of the primary structure on a lot on which a residence has not been previously built.

Section 21. Use. Residential units shall be used for single family residential purposes only. No Dwelling or other building on any Lot shall be rented or leased separately from the rental or lease of the entire Residential unit.

Section 22. Pools. Swimming pools may not be located in the front yard of any Lot, nor nearer than the Dwelling to any side street lot line. Any swimming pool constructed on any Lot shall be subject to all applicable governmental or quasi-governmental codes, permits, or regulations, in addition to the following restrictions, reservations, and conditions:

(a) No above ground pools will be permitted. Pool water level must be maintained at all times at or within one (1) foot of the developed Lot grade. Pools will be located in rear yards only.

(b) On interior Lots, the outside edge of any pool may not be closer than ten (10) feet to the side Lot line nor closer than ten (10) feet to the rear Lot line. Corner Lots will be reviewed by the ARB on an individual basis.

(c) No screening of pool areas may be closer than 10' feet to the side Lot line on interior Lots. Corner lots will be reviewed by the ARB on an individual basis.

(d) Pool screening may not be higher than sixteen (16) feet or the higher edge of the roof, whichever is lower.

(e) No overhead electrical wires shall cross the pool. All pool lights, other than underwater lights, must be four (4) feet from the edge of the pool.

(f) The pool itself must be enclosed with a fence not less than five (5) feet in height or enclosed with screening. An entrance gate to the back yard, or the pool itself, as the case may be, shall be constructed with a self-closing latch placed at least forty (40) inches above the ground. The fence of a neighbor, where sufficient to meet the above standards, may be utilized to secure a pool.

Section 23. Dwellings and Garages.

(a) No Dwelling shall have a heated square foot area of less than one thousand two hundred (1200) square feet, exclusive of screened area, open porches, terraces, patios and garages. In the case of two story or split level Dwellings, the ground floor must be no less than seven hundred fifty (750) heated square feet, exclusive of screened area, open porches, terraces, patios and garages. All Dwellings must have enclosed two car garages or larger.

(b) No projections of any type shall be placed or permitted to remain above any roof of the Dwelling with the exception of one or more chimneys or vent stacks. No solar collectors shall be visible from any street unless approved by the ARB.

(c) No Dwelling shall have exposed structural block on the exterior.

(d) All driveways shall be constructed of solid concrete or decorative pavers approved by the ARB.

(e) All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be

visible from a street or other Residential Unit. This provision shall not apply to central air conditioning compressor units.

(f) No elevation changes shall be permitted which materially adversely affect the surface grade or drainage of or to surrounding Lots.

Section 24. Tree Removal and Landscaping. There shall be no removal of trees or clearing of a Lot, other than clearing of underbrush, until such time as the ARB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. Thereafter, each Residential Unit shall comply with the following landscaping requirements:

All Lots shall have fully sodded lawns except in approved landscape or retained natural areas. Natural vegetation shall be "finished" by removal of the underbrush and the application of mulch.

Section 25. Refuse Collection. All trash, garbage or other refuse shall be placed for pickup not earlier than the evening preceding pickup, and any containers for such trash, garbage or refuse shall be returned no later than the evening of pickup to their normal hidden location. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any portion of The Properties.

Section 26. Pumping. The owner of any Lot which includes or is adjacent to a pond, creek, bayhead or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom.

Section 27. Ramps. No skateboard or bicycle ramp or similar structure shall be installed or maintained on any portion of any Lot located forward of the rear wall of the Dwelling.

Section 28. Commercial Usage. No business building, machine shop, or other industrial or commercial structure or building devoted to commercial or public enterprises shall be erected or used on any Lot and no business which attracts customers or clients to a Lot shall be conducted or carried on or be practiced upon any Lot or Unit or accessory building constructed thereon, except that buildings may be erected and used by Developer, its successors,

assigns, or designees for use in developing and marketing the Property.

Section 29. Repairs of Motor Vehicles. No inoperative cars, trucks, trailers, motorcycles, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision except in cases of emergency. No boats, campers, or recreational vehicles shall be allowed to be parked for over twenty-four (24) hours in front of any residence, or, in the case of a corner Lot, on the corner or in front of a Unit. Under no circumstances shall such repairs be performed if the same results in the creation of an unsightly or unsafe condition or damage the paving as determined by the Committee.

Section 30. Reflective Glass. No reflective glass windows shall be utilized in any Improvements constructed within the Property.

Section 31. Mechanical Equipment. No heating, air conditioning, electrical, or other equipment shall be installed on the roof of any building or structure or hung on exterior walls unless the same is enclosed, screened, covered, and installed so as to be an integral part of the architectural design of the building to which said equipment is attached and first approved in writing by the ARB except that solar energy collectors or panels, if used, may be installed on the roof of any building or structure of in any exposed location, if harmoniously done and if approved by the Committee in its sole discretion.

Section 32. Leases. No portion of a Lot and Dwelling may be rented by any owner except for the rental of the entire Lot and Dwelling. The term of lease may be for any term, provided, however, that the tenant must comply with and observe all of the restrictions, terms and provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association as well as any rules and regulations promulgated pursuant to authority thereunder.

ARTICLE X

AMENDMENT BY DEVELOPER

Developer reserves and shall have the sole right to (a) amend this Declaration for the purpose of curing any error or ambiguity in or any inconsistency between the provisions contained herein; (b) to modify and amend this Declaration as may be required by the Federal National Mortgage Association, the Federal Housing Administration, the Veteran Administration or other purchaser or insurer of first mortgages upon the Residential Units without acquiring the approval or joinder of any other Unit Owner, mortgagee or the Association.

ARTICLE XI**ADDITIONAL COVENANTS AND RESTRICTIONS**

Neither the Board nor any Owner may, without prior written approval of Developer for so long as Developer owns any lands which are eligible to be annexed to the scheme of this Declaration, and thereafter without the prior written approval of the Board, impose any additional covenants or restrictions on any part of The Properties.

ARTICLE XII**AMENDMENT**

Except as otherwise expressly provided herein, any provision, covenant, or restriction set forth in this Declaration may be amended in accordance with this provision. The holders of at least three-quarters (3/4) of the votes in each class in the Association, may change or amend any provision hereof by recording in the public records of Lake County, Florida the original amendment containing the necessary number of signatures of each class of the Association. A proposed amendment may be initiated by Developer, the Association, or by petition signed by ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be three-quarters (3/4) of the votes of the Members of each class in person

or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the Public Records of Lake County.

Also notwithstanding anything herein contained to the contrary, as long as there exists a Class "B" membership, the following actions will require the prior approval of the Federal Housing Administration of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Properties, dedication to the public of any Common Properties or any amendment of this Declaration.

ARTICLE XIII

DURATION AND TERMINATION

This Declaration and each Supplemental Declaration incorporating Additional Properties shall run with and bind the land, and shall inure to the benefit of and be enforceable by Developer, the Association and any Owner of any Residential Unit, and their respective legal representatives, heirs, successors and assign, for a term of thirty (30) years from the date this Declaration is recorded in the public records, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless within six (6) months prior to the commencement of any 10-year extension period an instrument signed by the Owners of eighty percent (80%) of the Residential units and agreeing to terminate this Declaration is recorded in the Public Records of Lake County. This Declaration may be terminated at any time by recordation of an instrument signed by the then Owners of eighty percent (80%) of the Residential Units agreeing to terminate this Declaration. Nothing contained herein shall affect the three fourths (3/4) requirements under Article XII above.

ARTICLE XIVSPECIAL PROVISION BENEFITTING MORTGAGEES

Section 1. The Association shall allow all Unit Owners, their lenders, insurers and guarantors of first mortgages to inspect, during normal business hours, all the records of the Association.

Section 2. Upon written request, the Association shall furnish its most recent annual statement to any holder of a first mortgage of a Lot in the Development.

Section 3. The Association may cancel, without penalty or cause, any contract made by it before Owners other than the Developer assume control of the Association, upon ninety (90) days written notice to the other party after the Association assumes control.

Section 4. Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage on any Lot in the Development:

- (a) Notice of a condemnation or casualty loss that affects a material portion of the Development or the applicable Lot.
- (b) Notice of any delinquency in the payment of assessments more than sixty (60) days past due as to the applicable Lot.
- (c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

ARTICLE XVENFORCEMENT

Section 1. Remedies. If any person or entity violates or attempts to violate any of these covenants or restrictions, it shall be lawful for Developer, and the Association as the case may be (a) to prosecute proceedings for the recovery of damages against

those so violating or attempting to violate any such covenant or restriction, (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing or enjoining all or any such violations or attempted violations, or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built, or there shall exist on any Lot, a structure, building, thing or condition which is in violation of this Declaration, Developer or the Association shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such said property, which expense shall be payable by such owner on demand, and such entry and abatement or removal shall not be deemed a trespass or make Developer or Association liable in any way to anyone for any damages on account thereof. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or elsewhere in this Declaration. The failure of Developer, the Association, or an owner to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which other provisions shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Owner shall be deemed to have been properly sent when hand delivered or when mailed, postpaid, to the last known address of the person at the time of such mailing. Notices may be sent by like method to Developer, and to the office of the Association as registered form time to time with the Office of Secretary of the State of Florida.

Section 4. Lessees, etc. to Comply. All tenants, guests and occupants of each Residential Unit shall be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations promulgated by the board to the same extent as each Owner. In the event that a tenant, guest or occupant violates a provision of this Declaration,

the Bylaws, the Articles of Incorporation or the rules and regulations, the Board shall have the power to bring an action or suit against the tenant, guest or occupant to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

Section 5. Attorneys' fees and Costs. In any proceeding arising because of alleged failure of an Owner to comply with the terms of this Declaration, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, including all such costs and attorney's fees prosecuting or defending appeals.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its name and its seal to be affixed hereto as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

JAYMARK BUILDERS & DEVELOPERS, INC.

Florida Corporation

Sammy Wilson
Witness

Mary M. Pickens
Witness

BY: Joseph E. Zagame, Jr.
Joseph E. Zagame, President

STATE OF FLORIDA)
) SS:
COUNTY OF Lake)

BOOK 1384 PAGE 2243

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Joseph E. Zagame well known to me to be a General Partner of Jaymark Builders & Developers, Inc., Inc., and that he acknowledged executing the foregoing Declaration on behalf of the said partnership in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said partnership. Joseph E. Zagame is personally known to me and did not take an oath.

WITNESS my hand and official seal in the County and state last foreshaid this 25th day of August, 1995.

(Notarial Seal)

Lisa B. Louche
Notary Public Signature

Lisa B. Louche
Notary Typed Name

Commission #

My commission expires:



LISA B LOUCHE
My Commission CC457538
Expires May. 01, 1999
Bonded by HAI
800-422-1555

A PORTION OF THE WEST-ONE HALF (W 1/2) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 26 EAST; THENCE NORTH 00°21'34" WEST ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 17, A DISTANCE OF 1315.57 FEET; THENCE SOUTH 89°48'22" WEST ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 17, A DISTANCE OF 1121.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°48'22" WEST, 192.55 FEET; THENCE NORTH 00°05'32" WEST, 0.67 FEET; THENCE SOUTH 89°48'32" WEST, 2.45 FEET; THENCE NORTH 00°11'28" WEST, 1524.92 FEET (THE LAST THREE (3) COURSES DESCRIBED BEING COINCIDENT WITH EASTERLY LINE OF LAKEWOOD RIDGE PHASES II & III ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGE 10); THENCE SOUTH 65°08'25" EAST, 298.72 FEET; THENCE EASTERLY ALONG THE ARC OF A TANGENT CURVE BEING CONCAVE TO THE NORTH, HAVING A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 25°58'56", AN ARC DISTANCE OF 374.12 FEET; THENCE NORTH 88°52'39" EAST, 205.21 FEET (THE LAST THREE (3) COURSES DESCRIBED BEING COINCIDENT WITH THE SOUTHERLY MAINTAINED RIGHT-OF-WAY OF OLD STATE ROAD NO. 50); THENCE SOUTH 01°07'21" EAST, 166.00 FEET; THENCE SOUTH 01°02'43" EAST, 50.00 FEET; THENCE NORTH 88°52'39" EAST, 124.26 FEET; THENCE SOUTH 00°11'30" WEST, 574.27 FEET; THENCE NORTH 89°48'30" WEST, 184.00 FEET; THENCE SOUTH 00°11'30" WEST, 32.27 FEET; THENCE SOUTH 89°48'25" WEST, 457.40 FEET; THENCE SOUTH 00°06'08" EAST, 460.00 FEET; THENCE SOUTH 89°48'25" WEST, 125.06 FEET; THENCE SOUTH 00°11'35" EAST, 45.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 00°21'34" WEST ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 17, A DISTANCE OF 1315.57 FEET; THENCE SOUTH 89°48'22" WEST ALONG THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SAID SECTION 17, A DISTANCE OF 24.80 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°48'22" WEST, 1096.81 FEET; THENCE NORTH 00°11'35" WEST, 45.67 FEET; THENCE NORTH 89°48'25" EAST, 125.06 FEET; THENCE NORTH 00°06'08" WEST, 460.00 FEET; THENCE NORTH 89°48'25" EAST, 457.40 FEET; THENCE NORTH 00°11'30" EAST, 32.27 FEET; THENCE SOUTH 89°48'30" EAST, 184.00 FEET; THENCE NORTH 00°11'30" EAST, 574.27 FEET; THENCE SOUTH 88°52'39" WEST, 124.26 FEET; THENCE NORTH 01°02'43" WEST, 50.00 FEET; THENCE NORTH 01°07'21" WEST, 166.00 FEET; THENCE NORTH 89°52'39" EAST ALONG THE SOUTHERLY MAINTAINED RIGHT-OF WAY OF OLD STATE ROAD NO. 50, A DISTANCE OF 460.24 FEET; THENCE SOUTH 00°19'28" EAST, 311.75 FEET; THENCE SOUTH 60°07'25" WEST, 11.50 FEET; THENCE SOUTH 00°19'28" EAST, 1014.93 FEET TO THE POINT OF BEGINNING (THE LAST THREE (3) COURSES DESCRIBED BEING COINCIDENT WITH THE WESTERLY RIGHT-OF-WAY LINE OF MORAWK ROAD).

SAID LANDS LYING IN THE CITY OF MINNEOLA, LAKE COUNTY, FLORIDA CONTAINING 40.375 ACRES MORE OR LESS.