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**DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
PARK AT WOLF BRANCH OAKS**

This Declaration made this 4th day of November, 1998, by Eric H. Coe, hereinafter called "Developer":

Witnesseth

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, and

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, as hereinafter defined, 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 Park at Wolf Branch Oaks", now or hereafter made in other instruments of Public Records of Lake County, Florida, or in the Article of Incorporation, By-Laws, and other corporate documents and papers of Park at Wolf Branch Oaks Homeowners' Association, 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 **Park At Wolf Branch Oaks Homeowners' Association, Inc.**, a corporation not for profit organization 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.

(B) *David M. Campione / Public Works*

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" 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, and (iv) all furniture, fixtures and equipment, and other improvements serving the Common Areas.

In addition to that stated above, for purposes of this instrument, any areas shown on the plat or plats of the Property referenced as "Water Retention Area", "Preservation Area", "Recreation Area" or "Open Space" shall be deemed "Common Area", and subject to the same restrictions, limitations of use and covenants governing the "Common Area, unless otherwise provided herein.

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 Eric H. Coe and such of his 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 Park At Wolf Branch Oaks 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 shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a. The right of the Association to make regular and special assessments and other fees for the construction, beautification, repairs, and maintenance of the Common Area.

b. The right of the Association to suspend the voting rights of an owner for any period during which any assessment 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 Association to dedicate or transfer all or any part of the potable water system serving the Property to any municipality, public agency, authority, public utility or private utility, subject to any terms and conditions of any agreement in effect, if any, with regard to the potable water system. The right of Association to enter into any agreement with Developer or such other third party to construct, repair and monitor the potable water system.

f. 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. Other Easements.

a. Easements for installation and maintenance of sidewalks, 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.

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.

Section 4. 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.

ARTICLE III **Membership and Voting Rights**

Section 1. Membership. Every owner of a lot which is subject to assessment shall be a 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 2. 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 Voting Member, appointing all of the directors to comprise the Board of Directors of the Association. Within three (3) months after 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 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 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.

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. Developer, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; and (ii) 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 in Section 7 of 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 Annual Assessments. 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 repair and maintenance of the Common Area, 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.

Section 3. Special Assessments for 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, 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 the assent of not less than seventy five percent (75%) 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 2 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, 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.

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 3 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 the charges for potable water. The charges for potable water may be separately metered and charged based on consumption. Both annual and special assessments may be collected on a monthly, semi-annual or annual bases as determined by the Board of Directors.

Section 6. Date of Commencement of Annual Assessments. 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 therefor. 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.

While Developer is in control of the Association, as provided in Article III, Section 2 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.

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. 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. In addition, a separate initial assessment and/or impact fee established by the Association for connection to the potable water 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.

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 2 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 2 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 Architectural Control Committee, 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 and landscape plan. 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, and exterior colors of all structures.

The Architectural Control Committee 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 Architectural Control Committee, 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 Architectural Control Committee 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 Architectural Control Committee, before plan approval will be given. The Architectural Control Committee, will not assume any responsibility in this regard before, during, or after construction of any of the lots comprising the Property.

Developer shall comprise and have complete control of the Architectural Control Committee until such time Developer relinquishes control to the Association, as provided in Article III, Section 2 of this Declaration, at which time the Developer shall relinquish control of the Architectural Control Committee to the Association, which Association shall appoint at least three members for terms of one year to comprise the Architectural Control Committee, whose actions must be unanimous. Should the Architectural Control Committee be unable to reach an unanimous consent on any action, then such action shall be deferred to the Board of Directors for approval or disapproval. Any action by the Board of Directors based on the deferral from the Architectural Control Committee shall require the majority vote for approval.

Section 2. Variance. The Architectural Control Committee, in their sole discretion may, by written instructions, grant any variation of modification to these covenants, conditions and restrictions and a written approval by the Architectural Control Committee 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 Architectural Control Committee.

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

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.

ARTICLE VII
Cul de sac, Road Right of Way, Easements,
Entrance Maintenance, Common Areas,
Central Water System, and Stormwater Management System

Section 1. The Association shall be responsible for the maintenance, repair, beautification, 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. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(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. Central Water Service. All Owners shall obtain potable water from the central water service servicing the Property, and no potable water well is permitted on any Lot. Further, all lots must be metered at such time the respective lot owner accesses or utilizes the potable water system in order to monitor the consumption of potable water.

Section 4. Preservation Area. Any of the Common Area designated as "Preservation Area" on the plat of the Property shall hereto be dedicated for the benefit of the Association, Owners and others as provided herein, for the purposes of preserving and protecting the present scenic, natural, open space values of the Property.

a. Restrictions on Use. In order to accomplish, safeguard and promote the purposes of the Preservation Area, the following restrictions are imposed and apply to the use and enjoyment of the Preservation Area:

(1) No industrial or commercial activities shall be conducted or permitted in the Preservation Area. Notwithstanding the foregoing, non-intensive agricultural activities, as defined by local ordinance, if any, shall be permitted in the Preservation should such activities be pre-approved by the Board of Directors at a meeting duly called for this purpose. The Association shall be permitted to contract with third parties to conduct agricultural activities in the Preservation Area for profit, which contract shall provide that the Association be reasonably compensated for granting permission. However, no agricultural activity shall interfere with any permitted alternate uses of the Preservation Area, and a reasonable buffer should be established, if necessary, between any permitted agricultural activity and any Lot depending on the intensity of the agricultural use to assure and protect against unreasonable noise levels and interference with the scenic view that are inconsistent with the intended purpose of the

Preservation Area.

(2) No motorized recreation vehicles shall be permitted to be used or stored within the Preservation Area. Notwithstanding, agricultural equipment and vehicles shall be permitted to be used, but not stored, within the Preservation Area, if used in conjunction with a permitted agricultural activity, as provided in subparagraph a(1) above.

(3) No existing trees or shrubs may be moved or removed from the Preservation Area without pre-approval by the Board of Directors at a meeting duly called for this purpose.

(4) No removal of existing trees or shrubs shall be permitted unless dead, diseased or considered a threat to health, safety and welfare.

(5) No fences of any kind shall be installed within the Preservation Area, except that a decorative fence may be permitted, if approved by the Board of Directors, on the perimeter of the Property to create a sense of identity for the development.

(6) No structure, paving and/or decking shall be installed in the Preservation Area.

(7) No uses shall be permitted in the Preservation Area that violate local, state and/or federal rules and regulations, or any local development regulation and/or ordinance.

b. Maintenance. General maintenance of the Preservation Area shall be performed by the Association, and shall be conducted in compliance with the following requirements:

(1) Good conservation practices must be employed to minimize soil erosion and other damaging occurrences; and

(2) Pesticides, herbicides, insecticides, fertilizers or other soil flora or fauna additives shall be applied in accordance with applicable local, state and federal rules and regulations.

c. Permitted Uses. In order to accomplish, safeguard and promote the purposes of the Preservation Area, only the following uses shall be permitted in the Preservation Area:

(1) The Preservation Area shall be available for use by all Owners for walking, jogging, nature trails and other passive recreational activities that do not disturb the scenic and natural values of the Preservation Area. Notwithstanding the foregoing, nothing herein is intended to limit the use of the Preservation Area by existing easements.

(2) Non-intensive agricultural activities, as defined by local ordinance, if any, shall be permitted in the Preservation should such activities be pre-approved by the Board of Directors at a meeting duly called for this purpose. The Association shall be permitted to contract with third parties to conduct agricultural activities in the Preservation Area for profit, which contract shall provide that the Association be reasonably compensated for granting permission. However, no agricultural activity shall interfere with any permitted alternate uses of the Preservation Area, and a reasonable buffer should be established, if necessary, between any permitted agricultural activity and any Lot depending on the intensity of the agricultural use to assure and protect against unreasonable noise levels and interference with the scenic view

that are inconsistent with the intended purpose of the Preservation Area. Further, agricultural equipment and vehicles shall be permitted to be used, but not stored, within the Preservation Area, if used in conjunction with a permitted agricultural activity, as provided herein.

(3) Nothing herein shall be construed as a grant to the general public or to a person or persons other than the Owners, Association and their agents, guests and invitees to enter on any part of the Preservation Area, Common Area or Property.

c. Enforcement. Association and Lake County shall have the right to enter on the Preservation Area for the purpose of inspecting the same to determine compliance herewith, of enforcing the same, or taking any and all actions with respect to the Preservation Area as may be necessary or appropriate with or without order of court to remedy or abate any violation hereof.

ARTICLE VIII
General Restrictions

Section 1. Use Restrictions. No lot shall be used except for residential purposes, except that real estate brokers, owners and their agents may show dwellings for sale or lease, but nothing shall be done on any lot which may become a nuisance or an unreasonable annoyance to the neighborhood.

Section 2. Garages. All garages shall be enclosed and shall be at least adequate to house not less than two (2) nor more than three (3) standard sized American automobiles. All garage doors must be maintained in a useful condition. No repairs, alterations, or modifications shall be made to any vehicle except in a totally enclosed structure. There shall not be any open carports or detached garages.

Section 3. Temporary Structures and Outbuilding. No structure of a temporary character, including a trailer, basement, tent, 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. Further, no outbuilding or storage building of any kind shall be allowed on a Lot that are detached from the residence. An outbuilding for storage purposes is allowed if attached to the residence and consistent with the materials and architectural style of the residence. The plans and specifications for any outbuilding must be submitted and approved by the Architectural Control Committee in accordance with Article V herein.

Section 4. Animals. No animals, fowl or reptiles, shall be kept on or in lots, or on the Properties or additions to the Properties, except for caged birds kept as pets and domestic dogs and cats, the combined total of which must not exceed three (3) in number; provided that such dogs and cats shall not be allowed off the premises of owner's site, except on a leash. In no event shall such pets be kept, bred, or maintained for any commercial purposes.

Section 5. Condition of Building and Grounds. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds, on a lot which 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 6. Signs. No signs of any kind shall be displayed to the public view on any lot following the closeout sale of the subdivision, except one identification sign of not more than one (1) square foot in size or one temporary real estate sign of not more than four (4) square feet in area. The Architectural Control Committee may grant limited exceptions to this provision for purposes of Developer advertising the sale of Lots, and authorized contractor(s) advertising the construction of residences within the subdivision. All signs shall conform to the regulations pertaining thereto in the County and City Ordinances where the property is located.

Section 7. Building Materials. Only finished materials such as brick, stucco, painted concrete block, painted siding, block, wood, glass and stone shall be used for the exterior surfaces of buildings and structures on the side or sides exposed to the street. All homes, buildings and structures shall remain the same color as was originally approved in the plans and specifications submitted to the Architectural Control Committee. In the event that an owner wishes to make any changes in color of exterior areas, such changes must be approved by the Architectural Control Committee.

Section 8. Easements:

a. The easements for installation and maintenance of utilities and drainage facilities and for the Common Areas are reserved as shown in the plat or plats of the Property, as recorded in the Public Records of Lake County, Florida. 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, Architectural Control Committee, or 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.

b. The 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, the Association shall have the right to enter upon any portion of any lot which is a 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, the 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 the prior written approval of the St. Johns River Water Management District.

Section 9. Setback Lines and Size of Buildings. All buildings erected or constructed on lots as a dwelling shall contain minimum square feet of floor area. The minimum floor area is 1,800 square feet of heated and air-conditioned space, exclusive of garages and open porches. Setback limitations shall be governed by applicable state and local regulations. In addition to Developer, Association or any Owner, Lake County shall have the right to enforce by judicial proceedings this particular restriction.

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. 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.

Section 10. 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. No exterior clothes lines shall be permitted. 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 11. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, 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. 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 Developer to mow, clear, cut, or prune any lot, nor to provide garbage or trash removal service.

Section 12. Sewage. Prior to the occupancy of a residence on any lot, proper and suitable provision shall be made for the disposal of sewage.

Section 13. Trailers, Vehicles and Mobile Homes. No mobile home, semi-trailer, tractor trailer, or truck (other than light pick-up and utility van trucks, not exceeding one (1) ton capacity) shall be placed or parked on any lot, or street, at any time, either temporarily or permanently, except in a closed structure or garage. Further, no vehicles incapable of operation shall be stored on any Lot. 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. This provision shall not apply to any temporary construction trailer owned by a builder, placed upon the lot for the purpose of a temporary facility during the course of construction.

Section 14. 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 15. Mobile Homes. No structure of any kind which is commonly known as "factory built", "modular", or of "mobile home" type construction shall be erected on any Lot.

Section 16. Landscaping. Landscaping as required and as shown on the approved final landscape plan 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. No gravel, or blacktop, or paved parking strips are to be allowed. Driveways must be constructed with

materials as approved by Developer, Board of Directors, or Architectural Control Committee. The location and type of mailbox must be approved by Developer, Board of Directors, or Architectural Control Committee, prior to installation. All mailboxes must be maintained in good condition, as determined by Developer, Board of Directors, or Architectural Control Committee.

Section 17. Lawns. 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. All grass or sod shall be a variety of St. Augustine grass for those Lots fronting any Common Areas, but St. Augustine or Bahia grass for all other Lots.

Section 18. Garbage Containers, Oil and Gas Tanks, Air-Conditioners. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment and housing, must be underground or placed in walled in areas so that they shall not be visible from any street, or adjacent properties, and adequate landscaping shall be installed and maintained by the owner. All air-conditioning units shall be shielded and hidden so that they shall not be visible from any street, or adjacent property. Wall air-conditioning units shall be permitted only after prior written approval by Developer, Board of Directors, or Architectural Control Committee.

Section 19. Fences:

a. All fences constructed on any lot must first be approved by the Architectural Control Committee, as to height, size, location, materials and design. No wall or fence shall be constructed with a height of more than five (5) 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 six (6) feet, without written approval of the Developer, Board of Directors, or Architectural Control Committee. No fence shall be erected that extends forward of the front yard building line of any lot.

b. Notwithstanding the above, Developer hereby reserves the right to construct or install fencing, screening, or the like along the boundary of any portion thereof of the subdivision.

c. Notwithstanding the above, all lot owners whose lots border Common Area may be required by the Architectural Control Committee or Board of Directors to construct and maintain certain fencing along the perimeter of the Lot that borders any Common Area. The fencing required hereunder would tie into bordering lots to create the appearance of continuous and uninterrupted fencing, and comply with any other specifications required in a comprehensive fencing plan developed by Developer and/or Association, which specifications include, but not limited to, (i) height, size and width of posts and boards, (ii) color of post and boards, and (iii) pattern of boards on the fence.

Section 20. Satellite Dish and Solar Panels:

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 satellite dishes or dish type antennas must be approved by the Architectural Committee 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, Board of Directors, or Architectural Control Committee, 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 21. Other Restrictions. The Association, Developer, or Architectural Control Committee shall have the authority, from time to time, to include within its promulgated Residential Planning Criteria other reasonable restrictions regarding such matters as prohibitions against 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 antennae, driveway construction, 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 Architectural Control Committee to promulgate and enforce such Residential Planning Criteria. Once the Architectural Control Committee 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 Architectural Control Committee modifies, changes, or promulgates new restrictions, or the Board of Directors of the Association modifies, or changes restrictions set forth by the Architectural Control Committee.

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.

ARTICLE IX **General Provisions**

Section 1. Completion of Construction. The lot owner shall begin construction on approved improvements within twelve (12) months from closing. Construction of all approved improvements shall be completed within twelve (12) months from the date of beginning construction or the issuance of a building permit, whichever occurs first.

Section 2. Common Area Easements. Notwithstanding anything to the contrary, Developer hereby reserve the right to grant or prohibit additional easements across or to common properties as defined in this Declaration and as set forth on the plat or plats of the Property.

Section 3. Enforcement. Developer, Association, or any 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 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.

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 5. 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 6. Term of Instrument and Amendments. 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.

While Developer has complete control of the Association, as defined in Article III, Section 2 of this Declaration, Developer may amend this Declaration 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 does not have complete control, as defined in Article III, Section 2 of this Declaration. Any amendment must be properly recorded to be effective.

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 7. No Subdivision. None of the lots comprising the Property 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 8. 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 property, those easements to be shown upon the plats of the Property which are to be recorded, each easement being designated "Utility Easement", and there is also hereby reserved easements and rights-of-way for constructing anchor guys for electric and telephone poles, as shown on the plats to be recorded.

Section 9. 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 which 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 Properties 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.

In Witness Whereof, the undersigned, being the Developer, has hereunto set his hands and seals this 5th day of November, 1998.

Signed, sealed and delivered
in the presence of:

Developer:

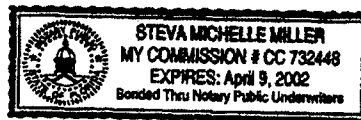
Susan Burrow
Michelle Miller

Eric H. Coe
Eric H. Coe

State of Florida
County of Lake

I hereby certify that on this 5th day of November, 1998, before me, an officer duly authorized in the State and County aforesaid to make acknowledgments, personally appeared Eric H. Coe, who is personally known to me or ___ who produced Florida Drivers License as identification and who did ___ did not take an oath.

Steva Michelle Miller
Notary Public
My Commission Expires:



Joinder and Consent

For and in consideration of ten dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, **SouthTrust Bank, N.A.**, the owner and holder of that certain mortgage recorded January 12, 1998 in Official Records Book 1575, Page 2054, Public Records of Lake County, Florida, encumbering the property described herein and further described in the mortgage, does hereby consent and join into this instrument, and agree to bound thereby.

By: Bonnie Hill
Bonnie Hill
Vice President

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 5th of November, 1998, by Bonnie Hill, as Vice President of SouthTrust Bank, N.A., on behalf of the bank, who is personally known to me or ___ who produced Florida Drivers License as identification and who ___ did or did not take an oath.

Georgene E. Gibson
Notary Public **GEORGENE E. GIBSON**
My Commission Expires: CC # 723295

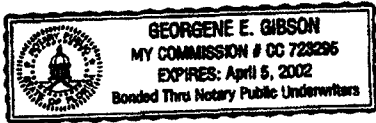


EXHIBIT "A"
Legal Description
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A parcel of land located in Section 24, Township 19 South, Range 27 East, Lake County, Florida, more particularly described as follows:

Commence at a spike and metal plate at the South 1/4 corner of said Section 24, and run North 00°25'28" East, along the East line of the Southwest 1/4, 40.00 feet to the North right of way line of Wolf Branch Road and the Point of Beginning; thence North 89°55'30" West, along the North right of way line of Wolf Branch Road, 1,968.70 feet; thence North 01°39'45" East, 921.41 feet; thence North 89°51'24" West 9.00 feet thence North 01°39'45" East, 150.43 feet; thence North 01°46'04" East, 385.92 feet; thence South 88°15'05" East, 326.73 feet; thence North 46°45'50" East, 98.73 feet; thence North 01°44'55" East 344.34 feet; thence South 88°15'05" East, 379.61 feet; thence South 05°20'15" East, 49.79 feet; thence South 12°21'03" East 99.27 feet; thence North 77°38'57" East, 141.00 feet, thence North 12°21'03" West, 99.27 feet to a point of curvature of a circular curve concave to the East and having a radius of 279.00 feet; thence along the arc of said curve 128.47 feet through a central angle of 26°22'58" (chord of 127.34 feet and chord bearing of North 00°50'26" East) to a point of tangency; thence North 14°01'55" East, 131.43 feet to a point of curvature of a circular curve concave to the West and having a radius of 221.00 feet; thence along the arc of said curve 68.36 feet through a central angle of 17°43'19" (chord of 68.08 feet and chord bearing of North 05°10'15" East) to a point of tangency; thence North 03°41'25" West, 51.78 feet to a point of curvature of a circular curve concave to the Southwest and having a radius of 25.00 feet; thence along the arc of said curve 39.03 feet through a central angle of 89°26'28" (chord of 35.18 feet and chord bearing of North 48°24'39" West) to the end of said curve; thence North 03°07'53" West, 58.00 feet along a radial line to a point of curvature of a circular curve concave to the Northwest and having a radius of 25.00 feet; thence along the arc of said curve 39.03 feet through a central angle of 89°26'28" (chord of 35.18 feet and chord bearing of North 42°08'54" East) to a point of tangency; thence North 02°34'20" West, 288.47 feet to an intersection with the North line of the Southwest 1/4 of said Section 24; thence South 89°46'06" East, along said North line of the Southwest 1/4, a distance of 58.07 feet; thence South 02°34'20" East, 284.57 feet to a point of curvature of a circular curve concave to the Northeast and having a radius of 25.00 feet; thence along the arc of said curve 39.51 feet through a central angle of 90°33'32" (chord of 35.53 feet and chord bearing of South 47°51'06" East) to the end of said curve; thence South 03°07'53" East, 58.00 feet along a radial line to a point of curvature of a circular curve concave to the Southeast and having a radius of 25.00 feet; thence along the arc of said curve 39.51 feet through a central angle of 90°33'32" (chord of 35.53 feet and chord bearing of South 41°35'21" West) to a point of tangency; thence South 03°41'25" East, 50.72 feet to a point of curvature of a circular curve concave to the West and having a radius of 279.00 feet; thence along the arc of said curve 86.30 feet through a central angle of 17°43'19" (chord of 85.95 feet and chord bearing of South 05°10'15" West) to a point of tangency; thence South 14°01'55" West, 131.43 feet to a point of curvature of a circular curve concave to the East and having a radius of 221.00 feet; thence along the arc of said curve 101.76 feet through a central angle of 26°22'58" (chord of 100.87 feet and chord bearing of South 00°50'26" West) to a point of tangency; thence South 12°21'03" East, 156.00 feet; thence North 55°09'30" East 173.22 feet; thence South 36°33'46" East, 35.53 feet; thence North 85°33'34" East 74.54 feet; thence South 13°23'16" East, 227.64 feet along a non-radial line to a point of curvature of a circular curve concave to the Northwest

EXHIBIT "A"
Legal Description
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and having a radius of 25.00 feet; thence along the arc of said curve 20.03 feet through a central angle of $45^{\circ}54'22''$ (chord of 19.50 feet and chord bearing of North $65^{\circ}30'38''$ East) to the end of said curve; thence South $47^{\circ}26'34''$ East, 58.00 feet along a non-tangent line to a point of curvature of a circular curve concave to the Southeast and having a radius of 25.00 feet; thence along the arc of said curve 18.87 feet through a central angle of $43^{\circ}15'26''$ (chord of 18.43 feet and chord bearing of South $20^{\circ}55'44''$ West) to the end of said curve; thence South $86^{\circ}53'14''$ East, along a non-radial line, 173.79 feet; thence North $42^{\circ}33'26''$ East, 129.57 feet to a point of curvature of a circular curve concave to the Northwest and having a radius of 420.00 feet; thence along the arc of said curve 148.50 feet through a central angle of $20^{\circ}15'28''$ (chord of 147.72 feet and chord bearing of North $32^{\circ}25'42''$ East); thence South $89^{\circ}36'28''$ East, 241.29 feet to an intersection at the East line of the Southwest $1/4$ of said Section 24; thence South $00^{\circ}25'28''$ West, 1,706.05 feet to the Point of Beginning.