

CFN 2003108834
Bk 02394 Pgs 1074 - 1113; (40pgs)
DATE: 08/28/2003 09:30:09 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 161.00
TRUST FUND 20.50

Prepared by and return to:

Jimmy D. Crawford, Esquire
Gray, Harris & Robinson, P.A.
P. O. Box 120848
Clermont, Florida 34712-0848

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GREAT BLUE HERON ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Great Blue Heron Estates Single Family Subdivision (hereinafter referred to as the "Declaration"), is made and entered into this 14th day of August, 2002, by JASU, INC., whose principal mailing address is PO Box 714, Groveland, FL 34736, (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the sole record owner in fee simple of certain real property (hereinafter referred to as the "Property") located in Lake County, Florida, which is more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein (hereinafter referred to as the "Property"); and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities within the Property and for the maintenance of the Common Areas (as hereinafter defined) and to this end desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent Owner (as hereinafter defined) of all or part thereof; and

WHEREAS, it is the intention of the Declarant to have Builder(s) (as hereinafter defined) build Dwelling Units (as hereinafter defined) on the Lot(s) (as hereinafter defined) and convey same to private home Owners (as hereinafter defined); and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities within the Property to create a homeowners' association to which shall be

R: S. Weekley - Public Works

delegated and assigned the powers of maintaining and administering certain designated Common Areas and other facilities within the Property, which areas, where applicable, shall be specifically designated on the Plat (as hereinafter defined) of the Property; administering and enforcing this Declaration; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, there is incorporated under the laws of the State of Florida, a non-profit corporation known as **Great Blue Heron Estates Homeowners Association** (hereinafter referred to as the "Association"), for the purpose of exercising the functions aforesaid. The Articles of Incorporation (as hereinafter defined) of the Association are attached hereto as **Exhibit "B"**.

NOW, THEREFORE, the Declarant declares that all Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I **DEFINITIONS**

Section 1. The following words and terms when used in this Declaration (unless contents hereof clearly indicate to the contrary) shall have the following meanings:

Section 1.1. "Architectural Review Committee" or "ARC" shall mean an architectural review committee appointed in accordance with Article V hereof, whose duties shall be as set forth in Article V hereof.

Section 1.2. "Articles of Incorporation" shall mean the articles of incorporation of Great Blue Heron Estates Homeowners Association. During such time as there exists Class B Membership, the Articles of Incorporation may not be amended without the prior written approval of the FHA and VA.

Section 1.3. "Association" shall mean and refer to Great Blue Heron Estates Homeowners Association, a Florida corporation not for profit, its successors and assigns.

Section 1.4. "Board of Directors" shall mean the board of directors of the Great Blue Heron Estates Homeowners

Association.

Section 1.5. "Builder" or "Builders" shall mean and refer to the purchaser of developed Lots for the purpose of constructing Dwelling Units thereon for the sale to third parties in the normal course of business.

Section 1.6. "Bylaws" shall mean the bylaws of Great Blue Heron Estates Homeowners Association.

Section 1.7. "Common Area" or "Common Areas" shall mean and refer to those areas designated on the Plat (as hereinafter defined) of the Property, together with any additional real property and improvements located within the subdivision, existing or which may be added from time to time and which require maintenance and upkeep, all of which lands and improvements shall be collectively referred to as the "Common Areas", including, but not limited to signage/landscape common areas, recreation tracts, drainage facilities, conservation easement areas and retention ponds. All Common Areas are to be maintained by the Association as designated herein or on the Plat and devoted to and intended for the common use and enjoyment of the Members (as hereinafter defined) of the Association, their families, invitees, guests, and persons occupying Dwelling Units (as hereinafter defined) on a guest or tenant basis.

The Association will be responsible for all above ground maintenance associated with the stormwater management system including, but not limited to, mowing, weed control, aesthetic maintenance, dredging and all other activities necessary to maintain the system in a manner consistent with approved design. The County(as hereinafter defined) will be responsible for all maintenance and repair of the conveyance portion of the system including all pipes and related drainage structures, which is located within the public rights-of-ways.

Section 1.8. "Common Facilities" shall mean such improvements placed and/or constructed on the Common Areas that are owned by the Association for the use and benefit of the Members.

Section 1.9. "County" shall mean Lake County, Florida, a political subdivision of the State of Florida.

Section 1.10. "Declarant" shall mean JASU, INC. and his express successors and assigns, designated as set forth in Article IX hereof.

Section 1.11. "Developer" shall mean JASU, INC., and his express successors and assigns, as designated in a document recorded in the Public Records of the County which successors and assigns must be the owner of all or a portion of the Additional Property. All rights, powers and privileges granted to the Developer by this Declaration or by the Articles of Incorporation and Bylaws of the Association shall be exercised by the Developer, its express successors and assigns as permitted above in such manner as it may determine.

Section 1.12. "Dwelling Unit" shall mean and refer to the individual residential structure and all related improvements constructed on a Lot for which a certificate of occupancy has been issued, with the intended use as a single-family residence.

Section 1.13. "Lot" shall mean and refer to any plot or parcel of land shown upon the Plat (as hereinafter defined) of the Property which Lot is intended to have a Dwelling Unit constructed thereon; provided, however, that there shall be excluded from the definition of Lot, the Common Areas, any dedicated areas, streets, and all lands dedicated to or owned by the Association.

Section 1.14. "Member" shall mean and refer to any member of the Association.

Section 1.15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot; provided, however, that there shall be excluded from the definition of Owner, the Declarant, the Developer or the Builders and also shall be excluded those having such interest merely as security for the performance of an obligation.

Section 1.16. "Plat" shall mean and refer to the plat of the Property as recorded in Plat Book 50, Page 12+13 of the Public Records of the County.

Section 1.17. "Property" shall mean and refer to the real property described in **Exhibit "A"** attached hereto and any Additional Property which Declarant may from time to time subject to the terms and conditions of this Declaration in accordance with the terms hereof.

Section 1.18. "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 from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II
EASEMENTS RESERVED TO
DECLARANT AND OTHERS; PROPERTY RIGHTS

Section 1. Easements for Construction and Sales.

There is reserved to the Declarant, and granted to the Builders, and their respective designees, successors and assigns (including, without limitation, their agents, sales agents, and representatives, and prospective purchasers of Lots), non-exclusive easements over the Common Areas, for construction, utility lines, display, maintenance and exhibit purposes in connection with the erection of improvements and sale of Lots and Dwelling Units within the Property and for ingress and egress to and from construction sites at reasonable times; provided, however, that such use shall terminate upon the later of (i) the sale of all Lots by the Declarant or (ii) the sale of all Dwelling Units by the Builders and their express successors and assigns; and provided, further, that no such use by the Declarant and/or the Builders and others shall otherwise restrict the Owners in the reasonable use and enjoyment of the Common Areas.

Section 2. Easements Over Common Areas. To the extent that easements over, upon or under the Common Areas are necessary so as to provide utility services to the Property, the Association and each Owner, and his heirs, successors and assigns, do hereby designate and appoint the Declarant as agent and attorney-of-fact, with full power in his name, place and stead, to execute instruments creating such easements; provided, however, that such easements shall not unreasonably interfere with the use by the Owners of the Common Areas. For this purpose, the Declarant shall have the right to grant easements in perpetuity over, under and across all Common Areas shown on the Plat of the Property, together with the right to grant easements to others and such easements shall include, but shall not be limited to, the right to use the said Common Areas to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone

equipment, gas, sewer, cable television, water or other public convenience or utilities and drainage and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks. The rights granted to the Declarant pursuant to this section shall terminate upon the later of (i) the sale of all Lots by the Declarant, or (ii) the sale of all Dwelling Units by the Builders and their express successors and assigns.

Section 3. Easements Over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to grant easements to itself or any other entity over each such Lot owned for purposes of ingress and egress, to include drainage, utility, gas, telephone, cable TV and electrical services. With respect to easements thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of such easements; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utilities served thereby.

Section 4. Easements as Shown on Plat. Easements for installation and maintenance of utilities and drainage facilities are reserved to the Association and the County as shown on the Plat of the Property. Within such easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of drainage channels in such easements, or which may obstruct or retard the flow of water through the drainage channels or which may be inconsistent with such plans as may now or hereafter be approved by the County. The platted easement areas of each Lot, any drainage swales on a Lot and all improvements therein shall be maintained continuously by the Owner of such Lot, except for: (a) those improvements for which a public authority or utility company is responsible; and (b) those improvements for which the Association have expressly assumed responsibility.

Section 5. Owner's Easement of Enjoyment for Common Areas. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Areas that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) Every Owner shall have a right to use any of the Common Facilities owned by the Association for the purposes for which such Common Facilities are reasonably intended;

(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility (with the exception of those dedications set forth on the Plat of the Property) for such purposes and subject to such conditions as may be agreed to by the Members of the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is approved by a two-thirds (2/3rds) vote of each class of the Members.

Section 6. Declaration of Use of Common Areas. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Areas and facilities to the members of his family or his tenants who reside on the Property on a permanent or transient basis.

Section 7. Establishment of Easements. All easements as provided for in this Article, shall be established by one or more of the following methods, to wit:

(a) By a specific designation of an easement on the Plat of all or a portion of the Property;

(b) By a reservation or specific statement providing for an easement in the deed of conveyance of any given Lot or Dwelling Unit, or other portion of the Property;

(c) By a separate instrument referencing this Article II; or

(d) By virtue of the reservation of rights set forth in this Article.

Section 8. Conservation Easements. The Developer has granted a conservation easement to Lake County and St. Johns River Water Management District. The Conservation Easement has been recorded in the Official Records of Lake County in Record Book _____, Page _____. All activities within the limits of the Conservation Easement must be conducted in accordance with the provisions of the Conservation Easement and the covenants set forth therein.

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, and agrees to be bound by the terms and conditions stated herein regarding said Association, including the payment of annual assessments of the Association; provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

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

Class A. Class A Members shall be all Owners, with the exception of the Declarant, Developer and the Builders, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than (1) vote be cast with respect to any Lot.

Class B. Class B Members shall be the Declarant, Developer and Builders. The Class B Members shall be entitled to one (1) vote for each Lot owned by the Declarant, Developer or Builders plus two (2) votes for each vote that the Class A Members are entitled to cast at any time and from time to time. The Class B Membership shall cease and terminate and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When the Declarant, Developer or the Builders no longer own record title to any portion of the Property and the Additional Property; or

(b) On January 1, 2010.

(c) At the election of the Declarant (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed Class A Members entitled to one (1) vote for each Lot in which they hold the interest required for Membership under Article III, Section 1 hereof.

Section 3. General Matters. When reference is made herein, or in the Articles of Incorporation, Bylaws or otherwise, to majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes and not of the Members themselves.

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements (as defined in Section 4 below), such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred in enforcing or collecting any assessment, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made; provided, however, no such assessment shall be a lien on the land until such lien is recorded in the Public Records of the County. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the joint and several personal obligation of the person(s) who was the Owner of such property at the time when the assessment fell due. Their personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes:

(a) To promote the recreation, health, safety and welfare of the residents in the Property.

(b) For the improvement, maintenance, care, repair and operation of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements (unless maintenance shall be provided by others), landscape areas (including irrigation thereof), any walls and entry features constructed on any portion of the perimeter of the Property, the Common Areas, including, but not limited to the Common Facilities located within the Common Areas and

subdivision lights and light fixtures, any other open spaces and buffer areas designated on the Plat for the Property. Maintenance of the foregoing shall include but not be limited to mowing and trimming of grass and shrubs as necessary.

(c) For the payment of the operating expenses of the Association;

(d) For the payment of taxes, insurance, labor and equipment;

(e) For the maintenance, repair or restoration of a Lot and the exterior of the buildings and any other improvements erected thereon, but only to the extent provided for in Section 6(b) of Article IV hereof;

(f) For the repayment of funds and interest thereon that have been or may be borrowed by the Association for any of the purposes set forth herein;

(g) To establish and fund reserve accounts which the Association may choose to establish with respect to the maintenance, operation and improvement of the Common Areas, Common Facilities and all improvements and equipment located on the Property;

(h) Doing any other things necessary or desirable in the judgment of the Association to keep the community neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment by the Association shall be \$_____ per Lot, payable in equal semi-annual installments, plus a one-time initial fee of \$ per Lot due at the time the Lot is transferred to the Owner.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by up to and including five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five

percent (5%) of the maximum assessment for the previous year by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may, at its option, levy the annual assessment at an amount less than but not in excess of the maximum annual assessment, or may levy the annual assessment in the amount of the maximum.

Section 4. Special Assessments for Capital Improvements and Other Purposes. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments ("Special Assessments") 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 Areas or the Common Facilities, including fixtures and personal property related thereto or for any of the purposes stated in Article IV, Section 2, hereof, provided that any such assessment shall have the consent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for and Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action under Sections 3(b) or 4 above shall be sent to all Members not less than thirty (30) days before nor 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 a majority of all the votes of each class of 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 one-half (½) 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 6. Uniform Rate of Assessment.

(a) Annual and Special Assessments. Both annual assessments and Special Assessments must be fixed at a uniform rate for all Lots, except that as long as there is Class "B" membership, the Declarant and Builders will have the following options with respect to the annual assessments:

(i) Option (i) - The Builders may pay

the annual assessment at the rate of twenty-five percent (25%) of the rate fixed for Class "A" membership on all unoccupied Lots owned by the Declarant and Builders and in addition, pay the difference, if any, between the total annual operating expenses of the Association and the amount of the annual assessments required to be paid pursuant to this Article; or

(ii) Option (ii) - The Builders may pay the full rate of annual assessment at which time the obligation to pay the difference between expenses and annual assessments will cease.

The Builders shall be bound to pay annual assessments in accordance with Option (i) above until such time as the Builders give written notice to the Association that Option (ii) above will be the method of fixing assessments against the Lots owned by the Declarant and the Builders. So long as Option (i) above applies to the Builders, the additional payment, if any, due to the Association shall be paid by them on a pro rata basis based on the total number of Lots owned by the Declarant and the Builders as of the date of any invoice from the Association requiring such additional payment. As a Class "B" Member of the Association, the Declarant shall not be bound to pay annual assessments in accordance with Option (i) or Option (ii) above. It is the sole responsibility of the Builders to pay annual assessments in accordance with Option (i) and (ii) hereinabove for all Lots owned by the Declarant or the Builders as of the date such annual assessments are due.

(b) Single Lot Special Assessments. In addition to the annual assessments and Special Assessments authorized herein, the Association may levy in the manner hereinafter set forth a single lot special assessment ("Single Lot Special Assessment") applicable only to a specific Lot that has failed to meet its maintenance obligations set forth in Article VI hereof. In the event an Owner of any Lot in the Property shall fail to maintain his Lot and the exterior improvements situated thereon in accordance with the maintenance obligations set forth in Article VI hereof, then the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors and thirty (30) days' written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot and to repair, clear, trim, maintain and restore the Lot and the exterior of the buildings and any other exterior improvements erected thereon. The cost of such Lot clearing and exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date said

assessment is made. Such Single Lot Special Assessment shall be treated as a Special Assessment applicable only to such Lot and the Association shall have the rights and powers of collection as provided in this Article. The provisions of Sections 4 and 6 (a) of this Article shall not be applicable to any Single Lot Special Assessments.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance or dedication of the Common Areas to the Association; provided, however, that Declarant may elect to defer the commencement of the annual assessments in which case the Builders shall be obligated to pay all expenses incurred by the Association during the period of deferment. Association expenses during any such deferment period shall be paid monthly by the Builders on a pro rata basis based on the total number of Lots owned by them during each such monthly deferment period. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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 in an amount not in excess of the maximum annual assessment set forth in Section 3 above. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the Association shall constitute satisfactory written notice. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a 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 8. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereon as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. The personal obligations of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the public records of the County giving notice to all persons that the Association

is asserting a lien upon the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, Common Facilities or abandonment of his Lot.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot and there shall be added to the amount of such assessment the interest above stated, the cost of the action, including reasonable attorneys' fees whether or not judicial proceedings are involved, and including reasonable attorneys' fees and cost incurred on any appeal of a lower court decision.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding 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 10. Exempt Property.

The following property subject to this Declaration shall be exempt from assessments, charges and liens created herein; (i) all property to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use; (ii) all Common Areas, conservation areas and dedicated areas; and (iii) all property exempt from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemptions. Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Review by Architectural Review Committee.

No building or modification or addition thereto, fence, wall, pool, landscaping or other structure shall be commenced, constructed, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made to the Lot or Dwelling Unit unless it is in compliance with the

planned development commitments and other applicable regulations and unless and 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 surrounding structures and topography by the Architectural Review Committee.

Section 2. Procedure for Review. Any Owner needing the approval of the ARC shall deliver an application or request for action to the ARC by pre-paid postage mail with return receipt requested or by hand delivery with signed receipt, together with a floor plan, landscaping plan, site plan and abbreviated specifications, including exterior material and colors. As soon as reasonably possible, but not later than thirty (30) days after receipt, the ARC shall indicate its approval or disapproval of the matters required to be acted upon by them by a written instrument, and served personally or by pre-paid postage mail upon the Owner and all interested parties, identifying the proposed building or structure and either stating approval or giving and making recommendations for changes to gain approval. In the event the ARC takes no action on the application or request within the thirty (30) day period, then the application or request shall be deemed to be approved.

Section 3. Composition of Architectural Review Committee.

(a) The ARC shall have three (3) members who shall initially be appointed by the Builder. The members appointed to the ARC do not need to be Owners. So long as the Declarant or the Builder maintain a controlling vote of the membership of the Association under the terms of Article III hereof, the Builder shall be entitled to appoint all members of the ARC and any successor members; provided, however, the Builder shall at any time have the right to waive its right to appoint the members of the ARC. The members of the ARC shall be appointed for staggered three (3) year terms; provided, however, the initial members of the ARC appointed by the Builder shall serve so long as Builders have the right to appoint all members of the ARC. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, the Builder shall promptly appoint a successor member of the ARC who shall serve at the pleasure of the Builder.

(b) After the end of the term during which the Builder may appoint all the members of the ARC, the Board of Directors of the Association shall have the right to appoint the

members of the ARC. In the event the Board of Directors fails to appoint members to the ARC, the Board of Directors itself shall comprise the ARC. Members of the ARC shall serve at the pleasure of the Board of Directors.

Section 4. Powers. The Architectural Review Committee shall have the following duties and powers:

(a) To review and approve or disapprove all buildings, fences, walls, pools or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARC shall be furnished plans and specifications showing the nature, kind, shape, height, materials and location in relation to surrounding structures and topography;

(b) To review and approve or disapprove any such building plans and specifications, Lot grading plans, landscaping plans, and other materials submitted pursuant to Article V, Section 2 above. The ARC may disapprove the proposed improvement if, in its sole discretion, the ARC determines that the proposed improvement is inconsistent with the development plan formulated by the Declarant, Developer or Builders for the Property or Additional Property. Such decision of the Committee may be made upon purely aesthetic reasons;

(c) To require to be submitted to it for approval any samples of proposed building materials or any other data or information necessary to reach its decision.

Section 5. Exemption for Declarant and Builders. Notwithstanding anything contained herein, for as long as Declarant or Builders own fee title to any Lot, this Article V shall not apply to or bind either Declarant or Builders.

ARTICLE VI

GENERAL RESTRICTIONS

Section 1. General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots and Dwelling Units on the Property. All references in this Article VI to the Owner shall be deemed to include the invitees, guests, lessees, tenants and renter's of the Owner (including short term renters) unless the context clearly indicates otherwise.

Section 2. Residential Use Only. No Lot shall be used

for any purpose except residential. The term "residential" is intended to prohibit any commercial use, including professional office use of any portion of any Lot or Dwelling Unit, but shall not prohibit use as a rental unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than Dwelling Units designed for residential use and private attached garages. The foregoing shall not prohibit the Declarant and/or the Builders from using Dwelling Units as models or offices, provided such use as models or offices is in furtherance of the construction and sale or lease of Lots and Dwelling Units on the Property.

Section 3. Dwelling Unit Size. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family Dwelling Unit not to exceed two-stories or 35 feet in height, with a private attached three or more car garage. Dwelling Units shall have a minimum square footage of 1800 square feet of enclosed living area, exclusive of garages and patios.

Section 4. Dwelling Unit Setbacks. All buildings and other structures shall comply with all front, rear and side yard setback requirements established by the planned development commitments for the Property as follows:

Front Lot Setback	- 25 Feet
Rear Lot Setback	- 10 Feet
Side Yard Setbacks	- 10 Feet
Side Yard Setback on an adjacent right-of-way	- 25 Feet

Section 5. No Temporary Structures. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, mobile home, camper, tent, shack, shed, boat, barn or other similar structure or vehicle, shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters whether temporary or permanent, unless approved by the ARC; provided, however, that this prohibition shall not apply to shelters used by Declarant and/or the Builders during the development of the Property and the construction of any Dwelling Unit.

Section 6. Livestock and Animal Restrictions. No livestock, poultry, reptiles or animals of any kind or size shall be raised, bred or kept on any Lot or in any Dwelling Unit; provided, however, that dogs, cats and other common domesticated household pets may be raised and kept, provided such pets are not kept, bred or maintained for any commercial

purposes. Such permitted pets shall be kept on the Owner's Lot and shall not be allowed off the premises of Owner's Lot except on a leash. No permitted pet shall be allowed to make noise in a manner or such volume as to annoy or disturb other Owners. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of such pet. The keeping of pets by an Owner shall be subject to all governmental animal ordinances and any rules or regulations promulgated by the Association or the Board of Directors in regard thereto. All owners of pets shall be responsible for immediately picking up and properly discarding of any and all excrement from the pet in a safe and sanitary manner. Any owner of pets not abiding by these regulations may be reported by any Owner to the local Department of Animal Control, whereby the pet owner may be cited and fined according to local law ordinance.

Section 7. Restrictions on Activity. No noxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot, driveway or Common Area shall be used for the purpose of vehicle repair or maintenance. No unregistered, non-licensed, expired lease or inoperable vehicles of any kind shall be permitted to remain on any Lot (unless parked inside the garage of a Dwelling Unit) or Common Area.

Section 8. Restrictions on Walls, Fences and Hedges. No boundary wall, fence or hedge shall be constructed or grown with a height of more than six (6) feet above the ground level of adjoining property. No wall or fence of any height shall be placed or constructed on any Lot until after the height, type, design and location thereof shall have been approved in writing by the Architectural Review Committee. The heights or elevations of any wall or fence shall be measured from the existing Lot elevations. Any questions as to such heights shall be conclusively determined by the ARC. No boundary wall, fence or hedge or part thereof may be placed any closer to a street than a dwelling could be placed on the same Lot, except as may be required by FHA/VA or other governmental regulation. Notwithstanding anything contained herein to the contrary, on Lots which abut or are adjacent to any development screening wall ("Screening Wall") constructed around the perimeter of the Property absolutely no fence structure shall be built parallel to said Screening Wall regardless of the distance between the Screening Wall and the fence on any Lot. Moreover, on said Lots

which are adjacent to the Screening Wall, the last eight (8) foot section of a wall or fence structure which is constructed by the Owner perpendicular to or in any way adjacent to or leading to the Screening Wall shall be tapered down in such a manner so that the top of said wall or fence is no higher than the top of the Screening Wall as measured at the point of contact between said wall or fence and the Screening Wall.

Privacy fencing on any Lot must be approved by the ARC. It shall, however, be accepted and understood that all privacy fencing approvals shall be only for a "shadowbox" style wooden fence and that said approval will in all cases include that the Owner will stain all outside surfaces of his fence which faces or can be seen from any street, Common Area or entry of the subdivision. Said stain will consist of a water repellent/resistant clear stain and will be applied to the wood privacy fence immediately after a 90-day curing period and will be repeated as needed in order to keep the fence in good appearance.

Section 9. Private Swimming Pools and Screening. Plans and specifications for any private swimming pool, including screening, to be constructed on any Lot shall be subject to the prior approval of the ARC. Inground pools are acceptable, however, in no event shall above ground swimming pools be permitted on any Lot.

Section 10. Garbage and Litter. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of any Lot or Dwelling Unit located on any Lot which tends to substantially decrease the beauty of the community as a whole or the specific area. The restriction shall apply before, during and after construction. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in permanent plastic sanitary containers and, unless required to be placed at the curb for scheduled pick-ups, all containers shall be kept at the rear of all Dwelling Units or out of sight from the street. Such permanent plastic containers shall be retrieved from the curb and stored out of sight as immediately soon as possible after the scheduled pickup, but in no circumstances are to remain at the curb overnight. No burying of trash or other waste materials shall be permitted, except by the Declarant and/or the Builders, who after securing all applicable permits, shall, during development, have the right to burn trash or other waste materials on the Property. All oil tanks and bottled gas containers shall be placed underground, or shall be situated so

as to not be visible from the street or objectionable to adjacent residences.

Section 11. Alteration of Lots. No Owner, without the express prior written consent of the ARC, shall construct any improvements or make any changes to a Lot which shall have the result of changing, altering or affecting the natural or artificial water courses, canals, ditches, swales, ponds or drainage of the Property. All construction, grading and landscaping shall conform to the drainage swale requirements set forth on the County and County approved engineering and construction plan of the Property.

Section 12. Storage of Materials. Except for the Declarant and/or the Builders, no Owner may store construction materials on a Lot for a period exceeding thirty (30) days without commencing construction, and if construction does not commence within said thirty (30) day period the Declarant, Builders or the Association may remove such stored materials. Costs incurred in such removal by the Declarant, the Builders or the Association will become a lien on said Lot, accruing interest at the highest rate permitted by law. Construction, once commenced, shall be diligently pursued to completion. No building, material or refuse shall be placed or stored on any Lot within twenty (20) feet of any park or edge of any open water or drainage course except that clean fill may be placed nearer provided that the water or drainage course is not altered or blocked by such fill.

Section 13. Destruction By Fire or Other Casualty. No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such condition for more than six (6) months from the time of destruction. If reconstruction or repair of any such Dwelling Unit is not commenced within said six (6) month period, the Owner thereof shall raze or remove the same promptly from the Owner's Lot.

Section 14. Completion of Development and Dwelling Units. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its express successors or assigns, Builders, or the Declarant's or Builders' contractors or subcontractors, from doing or performing on all or any part of the Property owned or controlled by them whatever they deem reasonably necessary in connection with completion of the development, including without limitation; (a) erecting, constructing and maintaining such structures as may be reasonably necessary for the conduct of the their business of

completing the development and establishing the Property as a residential community and disposing of the same in Lots and Dwelling Units by sale, lease or otherwise; or (b) conducting thereon its or their business.

Section 15. Waiver of Violations of Covenants and Restrictions. When a building or other structure has been erected, its construction commenced and the building is located on any Lot in a manner so as to constitute a violation or violations of this Declaration, the Declarant or Builder shall have the right, but not the obligation, at any time to release the Lot, or portions of it, from any part of the covenants and restrictions as may be violated, so long as the violation or violations do not conflict with local governmental ordinances or regulations.

Section 16. Air Conditioners. Window and wall installed air conditioning units are prohibited.

Section 17. Installation of Fences by Declarant. The Declarant and/or the Builders may place, build, erect and/or install such walls or fences upon such easements as may exist or which may be established along the Lot lines, and adjacent to water retention and/or detention areas located on the Property, which the Declarant and/or the Builders deem necessary or desirable. No Owner, without the express written consent of the Declarant, shall paint, deface, change or renovate such walls or fences in any manner whatsoever, nor shall any attachment be made thereto.

Section 18. Garages. Each home shall have at minimum an attached three (3) car garage. No garage shall be enclosed permanently or converted to another use. All garages must have overhead garage doors, which shall be maintained in a useful and operating condition and shall be kept closed when not in use. Carports are not permitted.

Section 19. Signs. No commercial signs or other signs shall be erected or maintained on any Lot or Dwelling Unit except with the written permission of the Association or except as may be required by legal proceedings, it being understood that the Association will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property Owner. Such prohibition shall not apply to common commercial real estate signs advertising that a particular Lot or Dwelling Unit is for sale provided that such signs are not illuminated and do not exceed four (4) square feet. If permission is granted for any other signage, the

Association shall have the right to restrict size, color and content of such signs. Property identification and like signs exceeding a combined total of more than two (2) square feet may not be erected without the written permission of the Association. These restrictions shall not apply to restrict the Declarant, the Builders or the Declarant's or the Builder's agents from erecting such signs as the Declarant or the Builders deem in their sole discretion to be necessary to assist the Declarant or the Builders in selling, leasing or renting any Lot or Dwelling Unit, or other portion of the Property.

Section 20. Allowable Trim. No Owner or tenant of a Dwelling Unit shall install shutters, awnings or other decorative exterior trim without the prior approval of the ARC.

Section 21. Window Coverings. No reflective foil, tinted glass, sheets, newspapers or any other similar material shall be permitted on any windows except for tinted bronze glass and any such installation shall require approval of the ARC.

Section 22. Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Dwelling Unit.

Section 23. Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of six inches (6") or more (measured four feet (4') from ground level) may not be removed without prior approval of the ARC. All requests for approval of tree removal shall be submitted to the ARC along with a plan showing generally the location of such trees(s).

Section 24. Replacement of Trees. Anyone violating the provisions of Section 25 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARC. If the Owner fails or refuses to replace the trees as demanded, the ARC shall cause suitable replacement to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the ARC, its agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 25 above and this Section 26.

Section 25. Antenna Restrictions. No one shall be permitted to install or maintain on any Lot, Dwelling Unit or structure, any outside television or radio antenna, disc larger

than one meter in diameter, mast aerial, or any size satellite dish larger than one meter in diameter or any other tower for the purpose of audio or visual reception unless the same is approved by the ARC. Any and all of these devices are to be installed at the rear of the unit, out of sight from the street. This restriction shall not serve to prohibit Declarant, Builders or the Association from installing an antenna or satellite antenna disc, or contracting with a third party to install such antenna, for the purpose of providing master or cable television, radio or other electronic service to the Owners in the subdivision.

Section 26. Exterior Paint. All exterior paint colors shall be subject to prior approval of the ARC.

Section 27. Additional Rules and Regulations. The Association or Board of Directors may, from time to time, adopt rules and regulations relating to any one or all of the restrictive covenants contained in this Declaration. No Owner, its successors or assigns, tenants, lessees, renters, guests or invitees shall violate the rules and regulations adopted from time to time by the Association or the Board of Directors, whether relating to the use of the Lots, the use of the Common Areas and Common Facilities, or otherwise. No rules or regulations shall violate or change the rights or obligations of Declarant, Developer or Builders as set forth herein.

Section 28. Lakefront Property. A Conservation Easement shall be dedicated to the County and the St. Johns River Management District across all portions of the lakefront properties lying within the 100-year flood plain. The purpose of the Conservation Easement is to ensure that the Property will be retained forever in its existing natural condition, except for those activities specifically authorized by the Permit, and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

1. Restrictions. As to portions of the Property which have a boundary contiguous to any lake or other body of water, the following restrictions shall be applicable:
 - (a) All activities within the limits of the Conservation Easement must be conducted in compliance with the provisions of the Conservation Easement and the covenants set forth therein.
 - (b) No private docks, piers, or ancillary structures over the water shall be erected, placed, altered

and/or maintained on any Lot. The Developer or the Association may construct one boardwalk/walkway/observation deck on Tract A, and/or the Conservation Easement Area, subject to and in compliance with any and all governmental approvals and permits, such as Environmental Resource Permit and Sovereign Submerged Lands use authorization, that may be required, and the standards and criteria specified in the Conservation Easement.

- (c) No boat, boat trailer, or vehicular parking or use of the lake slope or shore areas shall be allowed except as designated in the rules and regulations of the Association.
- (d) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or on the banks thereof.

2. Prohibited Uses. Any activity or use of the Property inconsistent with the purpose of the Conservation Easement is prohibited. Without limiting the generality of the foregoing and except for activities specifically authorized by the Permit, the following activities and uses are prohibited on the Property:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, except for docks and/or piers meeting the standards and criteria contained herein;
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs, or other vegetation, or any portions thereof (including those activities exempted in subparagraph 369.20(8), Florida Statutes, within the Property as it existed prior to subdividing), except for non-indigenous vegetation, cattails (*Typha* spp.), primrose-willow (*Ludwigia peruviana*), and other species or individuals specifically identified by the District in writing as a nuisance within the Property;

- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface (including those activities exempted in subparagraph 403.813(2)(r), Florida Statutes, within the Property as it existed prior to subdividing);
 - (e) Surface use, except for purposes that allow the land or water area to remain predominantly in its natural condition;
 - (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; and
 - (g) Acts or uses detrimental to such retention of land or water areas.
3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Declaration.

ARTICLE VII
COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Areas and the Common Facilities, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas and Common Facilities is retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas and Common Facilities is appurtenant to title to each of the Lots. In addition there shall exist no right to transfer the right to use and enjoyment of the Common Areas and Common Facilities in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Areas and Common Facilities appurtenant to such Lot subject to reasonable rules and regulations

promulgated by the Declarant, Builders or the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

ARTICLE VIII
LENDER'S RIGHTS

Section 1. Information. Upon written request, the Association shall make available for inspection during normal business hours by each Owner, and each lender, holder, insurer or guarantor of any first mortgage on a Lot, a current copy of this Declaration, the Articles of Incorporation and Bylaws of the Association, and the records, books and financial statements of the Association.

Section 2. Financial Statements. Upon written request, each holder of a first mortgage on a Lot shall be entitled to receive a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Lender's Notices. Upon written request to the Association, identifying the name of the holder, insurer or guarantor and the Lot and address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) any condemnation or casualty loss that affects either a material portion of the Property or the Lots securing this mortgage;

(b) any delinquency notice in the payment of assessments or charges owned by the Owner of any Lot on which it holds the mortgage;

(c) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant, the Developer, the Builders or each Owner shall have the right to enforce, by any proceeding at law or in equity, all

restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant, the Developer, the Builders or by any Owner to enforce any covenant or restriction herein contained shall be in no event deemed a waiver of the right to do so thereafter. If the Declarant, the Developer, the Builders or Association shall seek to enforce the provisions of this Declaration, then the Declarant, the Developer, the Builders or the Association, as the case may be, shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal. The St. Johns River Water Management District (the "District") shall have the right to enforce any provisions of this Declaration relating to the operation or maintenance of the stormwater management system for the Property in a proceeding at law or in equity.

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

Section 3. Binding Effect; Amendment by Owners.

(a) The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, and after which time they shall be automatically extended for successive periods of ten (10) years.

(b) Subject to the provisions of Section 9 of this Article, this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, any amendment to this Declaration which adversely affects any lender, holder, insurer or guarantor of any first mortgage on the Property as of the date of recording of this Declaration, shall not become effective unless joined in and consented to by such lender, holder, insurer or guarantor if such first mortgage affects the Property on the effective date of any such amendment.

(c) All amendments thereto shall be recorded in the Public Records of the County and shall not be valid until recorded.

(d) Any amendment to this Declaration which

would alter the surface water or stormwater management system for the Property, beyond maintenance thereof in its original condition, including the water management of the Common Areas, must receive approval of the District prior to taking effect.

Section 4. Amendment by Declarant.

(a) Notwithstanding any provision contained herein to the contrary and so long as there exists a Class B Membership in the Association, and except as set forth in Section 9 of this Article IX and elsewhere in this Section 4, the Declarant shall have the right to amend this Declaration at any time and from time to time upon the execution and recording of an instrument executed by the Declarant, for so long as it holds title to any Lot affected by this Declaration, provided, however, that it shall first obtain the express written consent of the Developer and provided further that such amendment shall be subject to the approval of the Federal Housing Administration ("FHA") or the Veterans Administration ("VA"), provided that such approval of the FHA or VA is required by the rules and regulations promulgated by FHA or VA.

(b) As long as there exists a Class B membership in the Association, the Declarant shall have the right, subject to the provisions of Section 9 of this Article, to amend this Declaration to correct any omission or error, or to effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Declarant, materially and adversely affect substantial property rights of Lot Owners unless the affected Lot Owners consent thereto in writing.

(c) The amendment of this Declaration, pursuant to this Section 4 need be signed and acknowledged only by the Declarant and shall contain a certification that the provisions of this Section have been complied with. Any such amendment need not be approved or signed by any Member, the Association, Lot Owner, or any lienors or mortgagees of Lots, or by any other person, whether or not elsewhere required for an amendment to the Declaration.

(d) Any amendment to this Declaration which would alter any provision relating to the surface water or stormwater management system for the Property, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the District prior to taking effect.

(e) All amendments hereto, which must have affixed thereto the express written consent of the Developer, shall be recorded in the Public Records of the County and shall not be valid until recorded as herein provided for.

Section 5. Encroachments. In the event that any Lot shall encroach upon any Common Area, conservation area or dedicated area or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area, conservation area or dedicated area shall encroach upon any Lot, then an easement shall exist to the extent of that encroachment for as long as the encroachment shall exist.

Section 6. Notices. Any notice required to be sent to any Owner or the Association, under the provisions of this Declaration, shall be deemed to have been sent when hand delivered or mailed, postage prepaid, to the last known address of the person or person who appear as the Owner of the Lot in the records of the Association at the time of such mailing.

Section 7. Assignment of Declarant's Rights and Obligations. Any and all rights, powers and reservations of the Declarant may be assigned, in whole or in part, to any person, corporation or association which will assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assuming such duties, the assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Declarant herein. Further, the Declarant may from time to time delegate any and all to its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate. The Declarant may designate as a Class B member of the Association an express successor or assign who acquires a Lot or Lots, provided that such designation shall be only as to those Lots acquired by such express successor or assign.

Section 8. Contracts. Prior to the termination or conversion of Class B membership, the Association shall not be bound either directly or indirectly to contracts or leases (including management contracts) unless the contract or lease contains a right of termination, without cause, which is exercisable without penalty at any time upon not more than ninety (90) days' notice to the other party.

Section 9. FHA/VA Approval. Notwithstanding any

provision contained herein to the contrary, as long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration ("FHA") or the Veterans Administration ("VA"): Annexation of Additional Property; mortgaging of Common Areas; dedication of Common Areas; merger; amendment of this Declaration; and amendments of the Articles of Incorporation and Bylaws of the Association.

Section 10. Waiver of Violations. Declarant, its express successor or assigns, reserves the right to waive any violations of the covenants contained in this Declaration, in the event Declarant shall determine, in its sole discretion, that such violations are minor or dictated by the peculiarities of a particular Lot configuration or topography.

Section 11. Liability of Lot Owners for Damages. Nothing in this Declaration shall be construed to impose absolute liability on the Owner of any Lot for damage or injury to the Common Areas or Lots and such Owners shall only be responsible for damage or injury caused by the negligent or intentional acts of the Owner.

Section 12. Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way define, limit or describe the scope and intent of the particular paragraph to which they refer.

Section 13. Effective Date. This Declaration will become effective upon recordation of the same in the Public Records of the County.

Section 14. Construction Notice and Acceptance. Every person or entity that owns or acquires any right, title or interest in or to any portion of the Property, or any portion thereof, is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquires such right, title or interest.

Section 15. Insurance.

(a) The Association shall keep (i) the Common Facilities and any other buildings or improvements in the Common Areas insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an

extended coverage casualty policy in the amount of the maximum insurance replacement value thereof, and (ii) all personal property owned by the Association insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Association. Insurance proceeds for the Common Facilities, any other improvements in the Common Areas and any personal property owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction, the Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Areas. In the event the cost of such replacement repair or rebuilding of the Common Facilities or any other improvements in the Common Areas (i) exceeds the insurance proceeds available therefore, or (ii) no insurance proceeds are available therefore, the deficiency of full costs thereof shall be assessed to the Owners as a Special Assessment and shall be collected pursuant to Article IV, Section 4 of this Declaration.

(b) The Association shall procure and keep in force public liability insurance in the name of the Association and the Owners against any liability for personal injury or property damage resulting from any one occurrence in or about the Common Areas, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event. The Association, at its discretion, shall obtain Director and Officer liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000).

(c) Copies of all such insurance policies (or certificates thereof showing premiums thereon to have been paid) shall be retained by the Association and open for inspection by the Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancelable by the insurer without first giving at least ten (10) days prior notice in writing to the Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Association, Board and Owners.

(d) Notwithstanding any provision contained herein to the contrary, the Association shall maintain such insurance coverage as may be required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or Federal National Mortgage Association ("FNMA") so long as VA, FHA, or FNMA holds a mortgage on or owns any Lot.

Section 16. Mortgaging of Common Areas. The Common Areas shall not be mortgaged or conveyed by the Association without the consent of at least two-thirds (2/3rds) of each class of Members; provided, however, that if there has ceased to be any Class B Members, then the consent of at least two-thirds (2/3rds) of the Class A Members excluding the Declarant shall be required.

Section 17. Surface Water or Stormwater Management System; Drainage Swales. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management systems. Maintenance of the surface water or stormwater management systems 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 (the "District"). The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved, by the District.

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 District.

The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

The Developer may have constructed a drainage swale upon Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lots from time to

time. Each Lot Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales on their respective 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 District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swales shall be authorized and any damage to any portion or part of the drainage swales, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swales returned to its former condition as soon as possible by the Owner of the Lot upon which the damaged swale is located.

Section 18. Any amendment to the Covenants and Restrictions which alter any provisions 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.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Jaime Leiva
Jaime Leiva, President

Wendy A. Torres
Witness

Wendy A. Torres
Printed Name

Rose M. Gomez
Witness

Rose M. Gomez
Printed Name

STATE OF Illinois)
COUNTY OF DuPage)

BEFORE ME, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared JAIME LEIVA, who is personally known to me, and who acknowledged that he signed the above document as his voluntary act and deed for the uses and purposes therein contained and without taking an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of August, 2002.

Maisha A Webb
(Notary Signature)

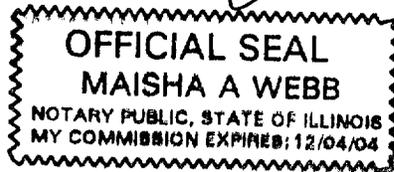


EXHIBIT "A"**LEGAL DESCRIPTION**

*The quality of this image
is equivalent to the quality
of the original document.*

Description:

The South $\frac{1}{4}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 21 South, Range 24 East, Lake County, Florida, less the South 33.00 feet there for Road Right-of-Way. More particularly described as follows:

From the South $\frac{1}{4}$ Corner of Section 36, Township 21 South, Range 24 East, Lake County, Florida, run N00°03'14"E, 33.00 feet to the "Point of Beginning" and a point on the Northerly Right-of-Way line of Simon Brown Road (2-2013); Thence N89°56'32"W, along said Northerly Right-of-Way line, a distance of 1322.10 feet to a point on the Westerly Boundary of the South $\frac{1}{4}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 36, Township 21 South, Range 24 East; Thence departing said Northerly Right-of-Way line, run N00°08'55"E, along said Westerly Boundary of the South $\frac{1}{4}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, a distance of 1945.77 feet to the Northwest Corner of the South $\frac{1}{4}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; Thence S89°45'33"E, along the Northerly Boundary of said South $\frac{1}{4}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, a distance of 1318.89 feet to the Northeast Corner of said South $\frac{1}{4}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$; Thence S00°03'14"W along the Easterly Boundary of said South $\frac{1}{4}$ of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$, a distance of 1941.56 feet to the Point of Beginning.

Containing 58.92 acres, more or less.

EXHIBIT "B"

ARTICLES OF INCORPORATION

of

GREAT BLUE HERON ESTATES HOMEOWNERS' ASSOCIATION, INC.

(a corporation not-for-profit)

ARTICLE I

Name and Address

The name of this corporation is GREAT BLUE HERON ESTATES HOMEOWNERS' ASSOCIATION, INC. and its principal address is PO Box 714, Groveland, FL 34736.

ARTICLE II

Purpose and Powers

The general nature of the objectives and purposes of this corporation shall be to promote and encourage maintenance and welfare of the owners of the lots in GREAT BLUE HERON ESTATES, a subdivision recorded in Plat Book 50, Page(s) 12413, Public Records of Lake County, Florida.

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with St. Johns River Water Management District Permit No. 40-069-69487-1 requirements and applicable District Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

The powers of this corporation shall include all powers provided for by the laws of the State of Florida.

ARTICLE III

Membership

The membership of this corporation shall be open to all owners of lots in GREAT BLUE HERON ESTATES.

ARTICLE IV

Term of Existence

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLE V

Board of Directors

The business affairs of this corporation shall be managed by the Board of Directors. The number of directors shall be established in the By-laws but shall never be fewer than two (2) directors, or more than seven (7). The names of the persons who are to serve as the directors of the corporation until the first election are:

<u>Name</u>	<u>Address</u>
Jaime Leiva	P. O. Box 714, Groveland, FL 34736
Susan Leiva	P. O. Box 714, Groveland, FL 34736

ARTICLE VI

Officers

The officers of the corporation shall be a President, Vice-President, Secretary, and Treasurer. The Secretary and

Treasurer may be the same person. The names of the persons who are to serve as officers of the corporation until the first election are:

<u>Officer</u>	<u>Name</u>	<u>Residence Address</u>
President	Jaime Leiva	P. O. Box 714 Groveland, FL 34736
Vice-President	Susan Leiva	P. O. Box 714 Groveland, FL 34736
Secretary	Susan Leiva	Same
Treasurer	Susan Leiva	Same

ARTICLE VII

Subscribers

The name(s) of the subscriber(s) of these Articles are:

<u>Name</u>	<u>Address</u>
Jaime Leiva	P. O. Box 714 Groveland, FL 34736
Susan Leiva	P. O. Box 714 Groveland, FL 34736

ARTICLE VIII

Bylaws

The Bylaws of this corporation may be made, altered or rescinded by two-thirds (2/3) vote of the members present at any duly called meeting of the corporation. The corporation may establish quorum requirements in its Bylaws.

ARTICLE IXAmendments to Bylaws

These Articles of Incorporation may be amended by a two-thirds (2/3) vote of the members present at any special meeting of this corporation duly called for that purpose.

ARTICLE XDissolution

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. John's Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE XIDistribution of Assets upon Dissolving

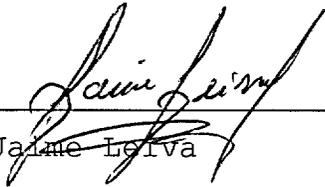
No person, firm, or corporation, shall ever receive any dividends or profits from the undertakings of this corporation and upon dissolution of this organization all of its assets remaining after payment of all costs and expenses of such dissolution shall be distributed to organizations which have qualified for exemption under the Internal Revenue Code, or to state or local government for a public purpose, and none of the assets will be distributed to any member officer, director, or trustee of this corporation.

ARTICLE XIIRegistered Office and Agent

The registered office of the corporation shall be:
PO Box 714
Groveland, FL 34736

The registered agent shall be Jaime Leiva. The registered office and registered agent provided for herein may be changed from time to time in the manner provided by law.

IN WITNESS WHEREOF, the undersigned, being the incorporator certifies to the truth of the facts herein stated, this 14th day of August, 2002.



Jaime Leiva



Susan Leiva

ACCEPTANCE OF REGISTERED AGENT

I hereby am familiar with and accept the duties and responsibilities as Registered Agent for said Corporation.



Jaime Leiva