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MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
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Please return to:
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558 West New England Avenue
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Winter Park, Florida 32789

DECLARATION OF COVENANTS AND RESTRICTIONS FOR CLEAR LAKE ESTATES

THIS DECLARATION is made this 1 day of April, 2004, by CLEAR LAKE ESTATES, LLC, a Florida limited liability company in its capacity as the ADeveloper≅ (as that term is defined below), which hereby declares that the AProperty", as defined in Article I below and legally described in Article II of this Declaration, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth:

W I T N E S S E T H:

WHEREAS, the Developer owns all of the Property; and

WHEREAS, the Developer intends to develop the Property as a single family residential subdivision community to be known as AClear Lake Estates≅; and

WHEREAS, the Developer intends that certain common areas and improvements located thereon, including, without limitation roads, recreational facilities, entranceways, open space, parks, walkways, drainage systems, sprinkler systems, streets and street lights serve all of said residential community; and

WHEREAS, in order to preserve and enhance the value of the Property and to provide for maintenance of said common areas, the Developer desires to submit the Property to various covenants, restrictions, easements, charges and liens, all as provided herein; and

WHEREAS, in order to facilitate the objectives contained in this Declaration, the Developer has formed a Florida not-for-profit corporation, the name of which is Clear Lake Estates Homeowners= Association, Inc., to maintain and administer the Common Areas (as that term is defined herein) and to enforce the covenants, restrictions, easements, charges and liens created by this Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby submits and declares the Property, as initially described in Article II of this Declaration, to be subject to the

following covenants, restrictions, easements, charges and liens.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration (unless the context shall otherwise provide), shall have the following meanings:

"Association" shall mean and refer to the Clear Lake Estates Homeowner's Association, Inc., a Florida corporation not for profit. Attached hereto and made a part hereof by this reference as Exhibit" B" and Exhibit "C" is a copy of the Articles of Incorporation and Bylaws, respectively, for the Association.

"Common Areas" shall mean and refer to that portion of the Property now or hereafter owned by, or dedicated to, the Association including, but without limitation, Tracts A, B, C, D, E, F, G, H, I and as depicted on the plat of Clear Lake Estates (the Plat") or hereafter used and designated for the use and benefit of the Owners of Lots, within the Development or depicted on the Plat as to be maintained by the Association, together with the landscaping and any improvements thereon, including, without limitation, all roads, recreational facilities, entranceways, open space, parks, walkways, the Storm Water Or Surface Water Drainage System (as that term is defined below and including the waters of all lakes, ponds and streams, drainage structures, pipes and equipment associated therewith) sprinkler systems, street, and street lights, if any, but excluding any public utility installations thereon.

"Developer" shall mean and refer to Clear Lake Estates, LLC, a Florida limited liability company, its successors, and such of its assigns as to which the rights of Developer hereunder are specifically assigned. The Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Development"	shall mean and refer to all the Property, as subsequently platted, together with all of the subdivision infrastructure improvements constructed thereon, together with any additional property which has been designated by the Developer as being a part of the Property.
"Lot"	shall mean and refer to any subdivision Lot located on the Plat of the Property, which Plat is designated by Developer hereby or by any other recorded instrument to be subject to these covenants and restrictions (and to the extent the Developer is not the Owner thereof, then designated by the Developer joined by the Owner thereof), and any Lot shown upon any re-subdivision of any such plat, and any other property hereafter declared as a Lot by the Developer and thereby made subject to this Declaration.
"Member"	shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.
"Owner"	shall mean and refer to the record owner, whether one or more persons or entitles, of the fee simple title to any Lot.
ASurface Water Or Storm Water Management System≅	shall mean and refer to the system, which is designed, constructed or implemented on the Property pursuant to St Johns Water Management District (the AW M District≅) permit number 42-095-87482-1 (the APermit≅), in order 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, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges
"Property"	shall mean and refer to all such existing real property, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.
"Unit"	shall mean and refer to any single family residence constructed on a Lot.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description of Property. The Property which, initially, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Orange County, Florida, and is legally described on Exhibit "A" attached hereto and incorporated herein.

Section 2. Additional Restrictions. The Developer, its successors and assigns, shall be entitled, at any time and from time to time, to plat and/or replat and/or file a declaration of restrictive covenants and/or form a homeowner's or property association with respect to all or any part of the Property so long as such restrictions or other matters do not conflict with the terms, covenants or conditions contained in this Declaration.

Section 3. Annexation of Additional Property. The Developer, its successors or assigns, shall have the right to bring additional property within the scope of this Declaration at any time within twenty (20) years of the recording of this Declaration, without the consent of the Association, the Owners, or any mortgage or other lienholder with respect to any portion of the Property. The additional property may be annexed into the Development by recordation of a Supplemental Declaration. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing such property to this Declaration and extending the jurisdiction of the Association to the additional property. The Supplemental Declaration may contain such terms and provisions as are not inconsistent with this Declaration. Upon the recordation of any Supplemental Declaration, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Areas, if any, within the additional property and an obligation to contribute to the cost of operating, maintaining and insuring the additional Common Areas. Any Supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the additional party described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is record Owner of title to a fee or undivided fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of any obligation shall not be a Member of the Association.

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

Class A. Class A Members shall be those Owners as defined in Section 1 above with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1 above. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, in no event shall more than one vote be cast with respect to any such Lot, except by the Class B member as provided for below.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus an additional four (4) votes for each Lot owned by the Developer. The Developer shall be entitled to cast such votes any time Class A Members shall be entitled to vote. The Class B membership shall cease and terminate three (3) months after ninety percent (90%) of the Lots in all phases within the Property have been sold and conveyed by the Developer (or its affiliates), to Members (but not including builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale), or sooner at the election of the Developer (whereupon the Class A members shall be obligated to elect the Board and assume control of the Association).

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

ARTICLE IV
STRUCTURE OF ASSOCIATION

Section 1. Creation of Association. The Developer has formed the Association for the purpose of holding title to the Common Areas and enforcing the covenants, restrictions, easements, charges and liens contained in this Declaration as such rights of enforcement are provided herein or which may be assigned to it from time to time by the Developer. The Association also shall have such other powers and duties as are prescribed by its Articles of Incorporation and Bylaws.

Section 2. Election of Board of Directors. The Association shall be governed by a Board of Directors, members of which shall be elected by Class A and Class B (when applicable) Members of the Association. The Board of Directors shall include at least one director from any Neighborhood Association.

Section 3. Powers of Board of Directors. All of the duties and powers of the Association existing under Chapter 617 of the Florida Statutes, this Declaration, and the Articles of Incorporation and Bylaws of the Association shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject to approval by the Members only when specifically required.

Section 4. Management Services. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Developer) for management services.

ARTICLE V
PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Ownership. The Common Areas are hereby dedicated, non-exclusively, to the joint and several use, in common, of the Developer, and the Owners of all Lots that may from time to time constitute part of the Property and the Developer's, and such Owner's, tenants, guests and invitees. The Common Area (or appropriate portions thereof) shall, not later than completion of the Improvements thereon or the date when the last Lot within the Property has been conveyed to a purchaser, be conveyed to the Association, which shall accept such conveyance. Beginning from the date these covenants are recorded, the Association shall be responsible for the maintenance of such Common Areas (whether or not then conveyed or to be conveyed to the Association), such maintenance to be performed in a continuous and satisfactory manner without cost to the general taxpayers of Orange County. It is intended that all real estate taxes assessed against that portion of the Common Areas owned or to be owned by the Association shall be proportionally assessed against and payable as part of the taxes of the applicable Lots within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded.

Section 2. Members' Easements. Each Member, and each tenant, agent and invitee of such Member, shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents and invitees, in such manner as may be regulated by the Association. The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all permitted user's immediate family who reside with him, and his guests, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of the Property from time to time recorded.

(b) The right of the Association to suspend the Owner's (and his permitees) right to use the recreational facilities (if any) for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(c) The right of the Association to charge reasonable admission and other fees for the use of the recreational facilities (if any) situated on the Common Areas.

(d) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(e) The right of the Developer to permit such persons as Developer shall designate to use the Common Areas and all recreational facilities located thereon (if any).

(f) The right of the Association, by a two-third (2/3) affirmative vote of the entire membership, to dedicate portions of the Common Areas to a public agency under such terms as the Association deems appropriate and to create or contract with special taxing districts for lighting, roads, recreational or other services, security, or communications and other similar purposes deemed appropriate by the Association.

Section 3. Easements Appurtenant. The easements provided in Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and the paving, street lighting fixtures and appurtenances, landscaping, perimeter wall, improvements and other structures (except utilities) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. In addition, the Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System and the monitoring and maintenance of the mitigation area, if any, described in the Permit the terms and conditions of which are incorporated herein. The Association shall have the responsibility of successfully completing the mitigation, if any, required to comply with the terms

and conditions of the Permit. Copies of the Permit and any further actions under taken by the W M District in connection therewith shall be maintained in the office of the Association by its secretary. For the purposes of this Declaration, the phrase Amaintenance of the Surface Water Management System≅ shall mean the implementation of repetitive practices and measures which will allow the Surface Water Management System to continually provide the drainage, water storage, conveyance or other surface or storm water management capabilities as permitted by the W M District.

Maintenance of the aforesaid street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Developer's and its affiliates' responsibility to the City of Apopka of any kind with respect to the Common Areas and shall indemnify and hold the Developer and its affiliates harmless with respect thereto.

All work pursuant to this Section and all expenses incurred hereunder shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of the right to use the Common Areas.

Section 5. Utility Easements. Use of the Common Areas for utility, as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration. The Developer and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas for the installation and maintenance of community and/or cable television and security and other communication lines, equipment and materials and other similar underground television, radio and security cables (and all future technological advances not now known) for service to the Lots and other portions of the Development.

Section 6. Public Easements. Fire, police, health and sanitation, postal, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 7. Developer Easement. Developer hereby reserves to itself, its successors, assigns, and affiliates, a perpetual easement, privilege and right in and to, over, under, on and across the Common Areas the right from time to time to enter upon the Common Areas and the portions of the Property for the purpose of construction, reconstruction, repair, replacement, and/or alteration of any improvements or facilities on the Common Areas or elsewhere on the Property that Developer and its affiliates elect to effect, and to use the Common Areas and other portions of the Property for sales, displays and signs or for any other purpose during the period of construction and sale of a portion of the Development. Without limiting the generality of the foregoing, the Developer and its affiliates shall have the specific right to maintain upon any portion of the Property sales, administrative, construction or other offices without charge, and appropriate easements of access and

use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the above-referenced activities.

Section 8. Easement to Public Right-of-Way. Notwithstanding anything to the contrary set forth in this Declaration, each Owner shall have an easement for access to and from the Owner's property to a public right-of-way over and across the roadways shown on the Plat of the Property.

Section 9. Association=s Easements for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System in order to provide it with access allowing it to operate, maintain and repair the Surface Water Management System. The easement rights granted to the Association hereunder shall include the right to enter upon any Lot on which any portion of the Surface Water Management System has been constructed, for the purposes expressed above. In addition the Association shall have a perpetual non-exclusive easement for drainage purposes over the entire Surface Water Management System. Drainage easements as shown on any plat of the Property are reserved over each Lot and the Common Areas in favor of each other Lot and the Common Areas in order to permit drainage and run-off from one Lot (and its improvements) to another or to the Common Areas or from the Common Areas to any Lot or Lots. No structure, fence or landscaping that interferes with the flow or retention of any surface water shall be permitted and no refuse shall be placed upon or allowed to remain on any part of the Property within any easement area for surface water drainage or retention areas, and the surface water drainage and retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed so as to alter or block the flow of water. The Association, subject to the City of Apopka approval, shall have the sole control over elevations and slopes within such drainage easements, and no Owner may alter any such elevation or slopes except upon the written consent of the Association. If any Owner shall fail to comply with any part or all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, and to assess and collect the cost thereof and shall have a lien upon the property on which the work was performed.

ARTICLE VI
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Developer, for all Lots within the Property, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor shall be deemed to covenant and agree, to pay to the Association annual assessments or charges for the maintenance, management, operation and insurance of the Common Areas as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, transfer assessments, as provided for

elsewhere herein, capital improvement assessments, as provided elsewhere herein, and all other charges and assessments hereinafter referred to, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, transfer, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due and all subsequent Owners until paid.

Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2. Purpose of Assessments. The annual assessment levied by the Association from time to time shall be used exclusively for the cost of taxes, insurances, labor, equipment, materials, management, improvement, and maintenance of the Common Areas and any easement in favor of the Association, supplemental maintenance of the retention areas regularly maintained by any governmental body, if any, for capital improvements, reserves and to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with the, their guests and tenants, for maintaining the Surface Water Management System including, without limitation, the retention areas, drainage structures and drainage easements encompassed therein and for any other expense on behalf of the Association, all as provided for herein and in the Articles of Incorporation and Bylaws of the Association including but not limited to the cost of repair and maintenance (including resurfacing) of the streets and repair and maintenance of the drainage system. The transfer assessment shall be used to defray the costs incurred by the Association in amending its records in order to reflect new ownership of any Lot. A transfer assessment shall be payable by the purchaser of any Lot who will, by virtue thereof, become a Member of the Association and shall be due at the time of the closing on such purchaser=s purchase of such Lot.

Section 3. Special Assessments for Specific Damage. Owners (on their behalf and on behalf of their family, guests, and invitees) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise shall be directly liable to the Association and a special assessment may be levied therefrom against such Owner or Owners. Such special assessments shall be subject to all of the provisions hereof relating to other assessments, including but not limited to, the lien and foreclosure procedures.

Section 4. Capital Improvements. Funds in excess of $10,000.00 in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Association and which

have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as special assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a meeting or by ballot as may be provided in the Bylaws of the Association.

Section 5. Date of Commencement of Transfer and Annual Assessments; Due Dates. The first of the annual assessments and transfer assessments provided for in this Article shall commence on the date of recording of this Declaration and shall be applicable through December 31, 2003. Each subsequent annual and transfer assessment shall be imposed for the year beginning January 1 and ending December 31. The first annual assessment shall be Five Hundred Dollars ($500.00) per Lot and the first transfer assessment or initiation fee shall be Two Hundred Fifty Dollars ($250.00) per Lot. The amounts of the first such assessments shall be effective until changed by the Board.

Any assessment amount (and applicable installments) may be changed at any time by the Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment shall be fixed in the Board resolution authorizing such assessment.

Section 6. Determination of Assessments. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment of the first installment thereof, except as to emergency assessments. In the event no such notice of a change in the assessment for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the amount payable for the previous period, until changed in the manner provided for herein.

Section 7. Effect of Nonpayment of Assessment: Personal Obligation, Lien, Remedies of the Association. If the assessments or installments are not paid on the date(s) when due (being the date(s) specified herein), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided,

thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his/her heirs, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his/her successors in title and recourse may be had against either or both. If any installment of an assessment is not paid within thirty (30) days after the due date at the option of the Association, a late charge in an amount not less than Twenty Five ($25.00) Dollars or, ten percent (10%) of the amount of such unpaid installment, whichever is greater may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however that each other installment thereafter, coming due shall be subject to one late charge each as aforesaid) or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the rate of eighteen percent (18%) per annum and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as herein above provided for) against the Lot on which the assessment and late charges are unpaid or may foreclose the lien against the Lot on which the assessment and late charges are unpaid or may pursue one or more of such remedies at the same time or successively, and attorney's fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In the case of an acceleration of the next twelve (12) month's worth of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then more current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the enjoyment of the Common Areas (except for legal access) until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8 of this Article.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

Owners shall be obligated to deliver the documents received from the Developer, containing this and other declarations and documents, to any grantee of such Owner.

Section 8. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to tax liens and to the lien of any mortgage (recorded prior to recordation by the Association of a claim of lien, which mortgage encumbers a Lot) to any institutional lender and which is now or hereafter placed upon any property subject to assessment; provided, however, that any such mortgagee when in possessions or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be as assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 9. Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association for the Owners of all Lots, as their interests may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

Section 10. Street and Drainage System Funds. The portion of all assessments collected by the Association for the management, improvement, or maintenance of the Storm Water Management S ystem, s treet p aving, s treet lighting fixtures and appurtenances shall be held in accounts separate and apart from all other Association funds. If required under applicable law, the Association shall prepare and furnish to the Orange County Comptroller an annual financial statement or report (in form and detail acceptable to the Comptroller) confirming the existence of such separate funds.

ARTICLE VII
INSURANCE

Section 1. Casualty Loss or Damage. The Association shall keep all buildings, improvements and fixtures of the Common Areas, if any, insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of property for which the insurance was carried.

Section 2. Replacement of Repair of Property. In the event of damage or destruction of any part of the Common Areas, the Association shall repair or replace the same from the insurance proceeds available, if any. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds.

Section 3. Waiver of Subrogation. As to each policy of insurance maintained by the Association, which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Developer and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

Section 4. Liability and Other Insurance. The Association shall obtain and maintain public liability insurance in such limits as the Board of Directors may, from time to time, determine, covering each member of the Board of Directors of the Association, each Owner and the Developer. Such public liability coverage shall also include, if obtainable, cross-liability endorsement insurance for each insured against liability to each other insured. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or on any committee thereof.

ARTICLE VIII
ARCHITECTURAL REVIEW BOARD (ARB) PLANNING CRITERIA

Section 1. Architectural Review Board. An Architectural Review Board (the AARB≅)

shall be appointed by the Board of Directors as a committee thereof, which Board shall consist of not less than three persons. No building, wall, fence or other structure or improvement of any nature (including, but not limited to, landscaping, exterior paint or finish, hurricane protection, basketball hoops, children's play structures, birdhouses, other pet houses, swales, asphalting or other improvements or changes of any kind) shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the ARB have been approved in writing by the ARB named below and all necessary governmental permits are obtained. Refusal to approve plans, specifications and plot plans, or any of them, may be based on any ground, including purely on aesthetic grounds, which in the sole and uncontrolled discretion of said ARB deem sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any substantial change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The ARB shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph and shall further have the right to waive or modify the provisions of these covenants and restrictions, when the ARB, in its sole discretion, deems such waivers or modifications to be necessary or desirable to carry out the orderly development and maintenance of the subdivision development. The ARB is composed initially of:

Braxton Green, Jr.
Eleanor Green
Heather Roane

If and to the extent required by the laws of the State of Florida, the Bylaws governing meetings of the Board of Directors shall likewise apply to meetings of the ARB. A majority of the ARB may take any action the ARB is empowered to take, may designate a representative to act for the ARB and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any Member of the ARB, the Board of Directors of the Association shall appoint a successor. The members of the ARB shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Review Board shall act on submissions to it within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved.

Section 2. ARB Planning Criteria. In order to secure approval by the ARB, a planned improvement must comply with all of the covenants and restrictions contained in this Declaration, including the following criteria (however, such compliance does not entitle an applicant to ARB approval of its planned improvement):

(a) Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single family residence with heatable living area of not less than 2000 square feet, not to exceed thirty-five (35) feet in height, and a private, closed and side entry garage for not less than two cars. Unless approved by the ARB as to use, location and

architectural design, no garage, tool or storage room or other auxiliary structures may be constructed separate and apart from the residence, nor can any of the aforementioned structures be constructed prior to the main residence. No guest house is to be constructed on any Lot unless the location, use and architectural design is approved by the ARB.

(b) Layout. No foundation for an improvement can be poured until the layout for the improvement is approved by the ARB. It is the purpose of this approval to assure that few trees are disturbed and that the improvement is placed on the Lot in its most advantageous position.

(1) Front yard setbacks shall be approved by the ARB. The minimum setback shall be as required by the appropriate governmental authority.

(2) Rear year setbacks shall be approved by the ARB. The minimum setback shall be as required by the appropriate governmental authority.

(3) Side yard setbacks shall be approved by the ARB. The minimum setback shall be as required by the appropriate governmental authority.

(4) No permanent improvement on any Lot, other than fences, may be constructed closer than fifty feet from the boundary of any tract identified on the Plat of the Subdivision as "wetland"

(c) Exterior Color Plan. The ARB shall have final approval of all exterior color plans and each Owner must submit to the ARB, for approval, a color plan showing the proposed color of the roof, exterior walls, shutters, trim of this home to be constructed under each Lot. Failure to obtain approval of a color plan may result in the Owner having to repaint the home. No Owner shall use the same paint colors as the home next door or immediately across the road.

(d) Roofs. Roofs shall have a pitch of at least 6/12 unless otherwise approved by the ARB. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida room, porches, and patios. There shall be no flat roofs on the entire main body of any improvement. The ARB shall have discretion to approve such roofs on part of the main body of an improvement, particularly if modern or contemporary in design. No built up roofs shall be permitted, except on approved flat surfaces. The composition of all pitched roofs shall be shingle. No other composition shall be permitted on roofs unless specifically identified and approved in writing by the ARB. The color of all pitched roofs shall be determined by the ARB prior to the construction of the home.

(e) Dwelling Quality. The ARB shall have final approval of all exterior building materials. Neither painted nor unpainted concrete block shall be permitted on the exterior of any house or detached structure. All concrete block construction must be finished with stucco. The

ARB shall discourage the use of imitation brick and encourage the use of materials such as brick, stone, wood and stucco, or a combination of the foregoing.

(f) Walls, Fences and Shelters. No wall or fence shall be constructed with a height of more than six (6) feet above ground level of an adjoining Lot, and no hedge or shrubbery abutting the Lot boundary line shall be permitted with a height of more than six feet without the prior written approval of the ARB. The height of any wall or fence shall be measured from the existing property elevations. Chain link fences will not be permitted. Any dispute as to height, length, type, design, composition or material shall be resolved by the Board, whose decision shall be final. Hurricane or storm shutters may be used on a temporary basis, but shall not be stored on the exterior of any improvement unless approved by the ARB. Notwithstanding any language set forth in this section to the contrary, all fences constructed on the side lines of any corner Lot in the Subdivision shall be set back twenty-five feet and shall be subject to the City of Apopka requirements.

(g) Lighting. All exterior lighting of a Lot shall be constructed in accordance with a lighting plan submitted to and approved by the ARB.

(h) Swimming Pools. Any swimming pool to be constructed on any Lot shall be subject to requirements of the ARB and must be approved prior to construction.

(i) Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence or other use either temporarily or permanently.

(j) Removal of Trees. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the Owner to incorporate them in any landscaping plan. No trees of six inches (6") in diameter at one foot (1") above natural grade can be cut or removed without approval of the ARB, which approval maybe given when such removal is necessary for the construction of an improvement. In addition all Owners are hereby advised that the removal of trees or tree trimming conducted on Lots in the Subdivision requires the approval of the City of Apopka and the issuance of a City of Apopka Arbor and Tree Permit. No trees, located within any landscape easement area designated as such on the Plat of the Subdivision, may be removed or trimmed by any Owner. All such trees shall be maintained and cared for by the Association pursuant to the terms and conditions of this Declaration.

(k) Air Conditioning and Heating Equipment. All air conditioning and heating units shall be shielded by landscaping, painted wood fence or wall, so that they shall not be readily visible from any adjacent street.

(l) Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot

unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the improvement, each Owner, upon the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the improvement.

(m) Utility Connections. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the improvement in such a manner to be acceptable to the governing utility authority.

(n) Contractors. All connections for all utilities including, but not limited to, water, sewerage, electricity, gas, telephone and television shall be run underground from the proper connecting points to the improvement in such a manner to be acceptable to the governing utility authority.

Section 3. Inspection and Noncompliance. The ARB shall have the right to enter upon and inspect any portion of the Property at any time prior to, during or after the construction or alteration of improvements on such portion to ensure compliance with this Article. If, during the inspection, the ARB finds that the work was not performed, or the improvements were not constructed, in substantial compliance with plans approved by the ARB; or if during subsequent inspection the ARB notes that previously inspected improvements are not being maintained in compliance with this Article or with the aesthetic standards or other standards imposed by the ARB, then the ARB shall notify the Owner in writing of such noncompliance. Such written notice shall specify the particular areas of noncompliance and shall demand that the Owner immediately bring such improvements into compliance.

Section 4. Enforcement. If an Owner shall have failed to remedy a noncompliance within thirty (30) days from the date of the notice described in the previous section, the ARB shall notify the Board of Directors in writing of such failure. The Board of Directors shall demand that the Owner remedy or remove the non-complying improvements within a period of not more than thirty (30) days from the date of such demand. If the Owner does not comply within that period, the Board of Directors, in its sole discretion, may either remove the non-complying improvement or remedy the non-complying improvement, and the Owner shall reimburse the Association for all expenses incurred in connection therewith. If such expenses are not promptly reimbursed to the Association, the Board of Directors shall levy a special assessment against the Lot upon which the non-complying improvement is located, as provided in Article VI. In addition to the above, the Association may take any other action authorized by Article VI.

Section 5. Variance. The ARB, in its sole discretion, may authorize variances from

compliance with any of the provisions of this Article when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental consideration otherwise would prevent utilization of the site. The variance shall be evidenced in writing and signed by a majority of the members of the ARB. If a variance is granted, no violation of this Article shall be deemed to have occurred with respect to the matter for which the variance was granted. Each Owner is hereby advised that the issuance, by the ARB, of any variance from the requirements of the terms and conditions set forth in this Declaration, does not obviate or remove, the requirement, if any, that such Owner also apply for and obtain approval of any such variance by the City of Apopka Planning Department pursuant to the ordinances, codes and regulations adopted, from time to time, by the City of Apopka.

Section 6. Non-Liability for Actions. Neither the ARB, the Developer, the Association, nor any of their members, officers, directors or duly authorized representatives, shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of or in any way connected with the performance or non-performance of the ARB's duties.

Section 7. No Waiver. If, for any reason, the ARB fails to notify an Owner of any non-compliance, such failure shall not relieve the Owner from the requirement to comply with all provisions of this Declaration.

Section 8. Exemption of Developer. The Developer shall be exempt from the provisions of this Article and shall not be obligated to obtain ARB approval for any construction or changes in construction or alterations to improvements which the Developer may elect to make at any time.

ARTICLE IX
CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article IX shall be applicable to all of the Property but, with the exception of Sections 28-32, shall not be applicable to the Developer or property owned by the Developer.

Section 2. Land Use and Building Type. No Lot, nor building on a Lot, shall be used except for residential purposes and no Lot shall have more than one home therein. Temporary uses by Developer and its affiliates for model homes, sales displays, parking lots, sales offices, and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Developer or its affiliates (except if such changes are made by the Developer) without the consent of the Architectural Review Board as provided herein.

Section 3. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats covering the Property and as provided herein. Within these

easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in that area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association and the Developer and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewer, storm conduits, under and through the utility easements as shown on the plats. Developer and its affiliates, and its and their designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antenna, radio, television, and security lines (and for all future technological advances not now known) within platted utility easement areas. All utilities and lines within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

Section 4. Nuisances. No noxious, offensive or unlawful activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

Section 5. Temporary Structures. No structure of a temporary character, or trailer, tent, or mobile home, shall be permitted on the Property at any time or used at any time as a residence, either temporary or permanently, except by the Developer and its affiliates during construction.

Section 6. Signs. No sign of any kind shall be displayed to the public view on the Property, except only one professionally prepared sign of not more than one (1) square foot used to indicate the name of the resident and one sign of not more than five (5) square feet advertising the property for sale or for rent (in locations and in accordance with design standards approved by the Architectural Review Board).

Section 7. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind or equipment used in connection with such, shall be permitted upon or in the Property.

Section 8. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except no more than two (2) household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. More than two (2) household domestic pets may be permitted only upon the express written approval of the Architectural Review Board. This approval may be withheld for any reason and in the sole discretion of the Architectural Review Board. Domestic animals shall be fenced or on a leash at all times. Domestic animals shall also be subject to applicable rules and regulations.

Section 9. Visibility at Intersections. No obstruction to visibility at street intersections or Common Areas intersection shall be permitted.

Without limiting the generality of Section 1 hereof, the foregoing provisions shall not be applicable to the Developer or its affiliates or to construction activities conducted by the Developer or such affiliates.

Section 10. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all residential buildings may be maintained as that originally installed, without prior approval of the Architectural Review Board, but prior approval by the Architectural Review Board shall be necessary before any such exterior finishing color is changed. The Lot landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner substantially as originally installed by Developer, unless the prior approval for any change, deletion or addition is obtained from the Architectural Review Board. No artificial vegetation shall be permitted on the exterior of any residential building.

Section 11. Exterior Maintenance. The Owner shall maintain the structures and grounds on its Lot at all times in a neat and attractive manner and as provided elsewhere herein. Upon the Owner's failure to do so, the Association may at its option, after giving the Owner written notice and hearing as provided in Article IX sent to his/her last known address, or to the address of the subject premises, have that portion of the grass, weeds, shrubs and vegetation which the Owner is to maintain cut when and as often as the same is necessary in its judgment and have dead trees, shrubs and plants removed from such Lot and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and special assessment charged against the Lot on which the work was done and shall be the personal obligation of all Owners of such Lot. Upon the Owner's failure to maintain the structures and improvements on his Lot in good repair and appearance and otherwise as required herein, the Association may, at its option, after giving the Owner thirty (30) days' written notice and hearing as provided in Article IX sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. No bids need to be obtained by the Association for such work and the Association shall designate the contractor in its sole discretion. For the purpose solely of performing the Lot and exterior maintenance authorized by this Section, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day to accomplish such work.

Section 12. Commercial Trucks, Trailers, Campers and Boats. No truck or commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other

description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on the Property, unless the Developer designates specifically certain spaces for some or all of the above. Provision for temporary visitation may be established by rules and regulations. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to vehicles for personal use which are stored within garages, which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Developer or its affiliates. No on-street parking shall be permitted, except for temporary visitation.

Any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the Owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the Owner to receive it for any other reasons, shall be grounds for relief of any kind. For purposes of this paragraph, vehicle shall also mean campers, mobile homes, boats and trailers; and an affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

No vehicles commonly known as "three-wheelers", "two-wheel dirt bikes", "all-terrain vehicles", or "go carts" or any other form of such motorized transportation shall be operated on the Property.

Section 13. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except in such a manner as may be permitted by the Association. The requirements from time to time for the applicable governmental authority for disposal or collection of waste shall be complied with. All containers for the storage or disposal of such material shall be kept in a clean and sanitary condition. Such containers may not be placed out for collection sooner than Twenty-four (24) hours prior to scheduled collection and must be removed within twelve (12) hours of collection.

Section 14. Fences. No fence, wall or other structure shall be erected, in the front yard, back yard, or side yard set-back areas, except as originally installed by Developer or its affiliates, and except any approved by the Architectural Review Board as above provided. No wood fences shall be permitted around the perimeter of any Lot, except those installed by Developer during construction of the subdivision, and those installed for the specific purpose of screening AC units, pool pumps, or for gates on a brick or block wall.

Section 15. No Drying. To the extent lawful, no clothing, laundry or wash shall be aired or dried on any exterior portion of the Property.

Section 16. Unit Air Conditioners, Screening or Equipment and Reflective Materials. No air conditioning units may be mounted through windows or walls unless approved by the Architectural Review Board. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Review Board for energy conservation purposes. All AC units and pool pumps or other equipment must be screened from view from the adjacent street by a brick, stone, masonry wall (stuccoed) wood fence or foliage. All masonry walls and wood fences erected for such purposes must be painted. All such fences and walls shall be properly maintained by Owner. In addition, the height, length, type, design, composition, material and color of such fence or wall must be approved by the Architectural Review Board.

Section 17. Exterior Antennas. No exterior antennas and no citizen band or short wave antennas or satellite dishes in excess of eighteen inches (18") in diameter shall be permitted on any Lot or improvement thereon, except that Developer and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines.

Section 18. Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Developer or it affiliates during construction periods.

Section 19. Skateboard Ramps. No skateboard ramps shall be permitted on any Lot or on the Property at any time.

Section 20. Fuel Tanks. All tanks for gas, propane and similar fuels must be buried or screened from view by a fence or wall as provided in Section 16 herein, and approved by the Architectural Review Board.

Section 21. Solar Heating Panels. For aesthetic purposes, the location, type and design of solar heating panels must be approved by the Architectural Review Board prior to installation which may require landscape screening and shall be installed so as not to face any street.

Section 22. Association Property and Common Areas. Time of play on Association Property and Common Areas for basketball, tennis, etc. shall be limited to the hours of 8:00 AM to 8:00 PM. No lighting shall be permitted on the Association tennis court. The Association may, however, install lighting for security purposes only which is not offensive to neighbors of Association Property and common recreation area.

Section 23. Basketball Goals and Equipment. The location of all basketballs goals, backboards, poles and other equipment must be pre-approved by the Architectural Review Board. All backboards must be set perpendicular to the street and must be made of clear Plexiglas or other clear

(see through) material approved by the said Architectural Review Board in its sole discretion. All basketball poles and other structural apparatus must be painted black. All Owners shall maintain their basketball equipment in very good condition. No basketball goals or other basketball equipment shall be permitted on the street side yard of corner Lots. All basketball goals and other basketball equipment must be located away from streets in the rear yard if the Owner's garage is located by the street side yard. If the Owner's garage is not located by the street side yard, normal basketball equipment rules as contained herein shall apply.

Section 24. Outside Storage. No stripped, unsightly, offensive, wrecked, junked or dismantled vehicles or portions thereof, no furniture or appliances designed for normal use or operation within (as distinguished from outside of home), or any other debris or unsightly material, shall be parked, permitted, stored or located upon any Lot. No open outside storage on any Lot is permitted. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for purposes of construction on such Lot, and they shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 25. Owner's Obligation to Rebuild. If all or any portion of a home on any Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair, or reconstruct such home in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, unless prevented by governmental authority.

Section 26. Soliciting. No soliciting shall be allowed at any time within the Property.

Section 27. No Construction In Surface Water Management System No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of the Surface Water Management System without the prior written permission of both the Association and the W M District.

Section 28. No Restriction To Access To Surface Water Management System. No Owner shall in any way deny or prevent ingress and egress by the Developer or the Association to any portion of the Surface Water Management System for maintenance, repair or landscape purposes. The right of ingress and egress, and easements therefore are hereby specifically reserved and created in favor of the Developer, the Association, the W M District or any other appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

Section 29. Alteration Of Surface Water Management System. No Owner, or any other person, shall alter the drainage flow of the Surface Water Management System including, without

limitation, the buffer areas or swales, without the prior express written approval of the W M District. No Lot shall be increased in size by filling in any drainage areas on which it abuts. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas, that have been or may be created by easement without the prior written consent of the Association, the Developer and the W M District. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas, that have been or may be created by easement without the prior written consent of the Association, the Developer and the W M District.

Section 30. Maintenance Of Swales In the event that, in connection with the construction of the Surface Water Management System, any swale is constructed by the Developer on any Lot, then Owner thereof shall be responsible for the maintenance, operation and repair thereof at such Owner=s expense. For the purposes of this subsection, the term Amaintenance≅ with respect to swales shall mean the Owner=s exercise of reasonable practices, such as mowing, planting and erosion control so as to allow such swales to operate as contemplated by the Permit for the Surface Water Management System issued by the W M District.

Section 31. Rules Regarding Conservation Easement(s). In the event that, in order to comply with the Permit, the Developer has granted or established any conservation easement(s) (collectively the AConservation Easements≅), then no Owner shall:

(a) construct or place any building, road, sign, billboard or other advertising, utility, structure or permanent improvement thereon above the ground thereon; or

(b) dump or place any soil or other substance or material as landfill, or dump or pace trash, waste or unsightly materials thereon; or

(c) remove or destroy any tree, shrub or other vegetation thereon except for the removal of any exotic vegetation in accordance with the W M District approved maintenance plan; or

(d) excavate, dredge or remove any loam, peat, gravel, soil, rock or other material or substance in such a manner so as to affect the surface thereof; or

(e) make any use of the surface thereof except such uses which would allow the surface thereof to remain in its natural condition; or

(f) engage in any activities thereon which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation, fish or wildlife habitat preservation including, but not limited to, ditching, diking and fencing; or

(g) engage in any act thereon which is detrimental to such aforementioned retention of land or water areas thereon; or

(h) engage in any conduct thereon, within the jurisdiction of the W M District=s regulatory jurisdiction, which are detrimental to the preservation of any features or aspects thereof having historical or archaeological significance.

Section 28. Additional Rules and Regulations. The Board of Directors of the Association may from time to time adopt additional rules and regulations of the Association without the necessity of recording an amendment hereto or thereto in the public records. Such rules and regulations shall be published and available upon request by any member.

ARTICLE X
ENFORCEMENT OF RESTRICTIONS, COVENANTS, RULES AND REGULATIONS

Section 1. Compliance By Owners. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an Owner to comply with those restrictions, covenants or any rules adopted pursuant thereto and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend use of Common Areas (except for legal access) by defaulting Owners. The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

Except as to liens as a result of nonpayment of transfer and annual assessments, before any court action is initiated by the Board the Owner shall be entitled to notice and hearing as provided in Section 4.

In addition to the foregoing, this Declaration may be enforced by the Developer, the Association or the W M District (as to those duties and obligations set forth herein which pertain to the Surface Water Management System), by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs, including

reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines not to exceed the lesser of Five Hundred ($500.00) Dollars or the maximum amount permitted by Florida law per violation may be imposed upon an Owner for failure of an Owner, his/her family, guests, invitees or employees, to comply with any covenant, restriction, rules or regulation, provided the procedures of Section 4 are adhered to.

Section 4. Enforcement Procedures. The following procedures shall be followed when any action is to be taken for violation of any covenant and restriction or rule or regulation of the association; except that no such procedure shall be required for enforcement of a lien for nonpayment of initial or annual assessments:

(a) Notice: The Association shall notify the Owner of the date and time of a special meeting of the Board of Directors at which time the Owner may present reasons why penalties should not be imposed. At least fourteen (14) days' notice of such meeting shall be given. Notice shall be by personal delivery or by United States Mail Certified (or its equivalent) and if by mail, shall be deemed delivered three days after mailing.

(b) Hearing: The alleged noncompliance shall be presented at the special meeting of the Board of Directors to a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, or sibling of an officer, director, or employee of the Association. At the same meeting, the Owner sought to be fined or suspended may present reasons why the proposed penalty should not be imposed. If the committee does not approve, by a majority vote, a proposed fine or suspension of Common Area use rights, it may not be imposed. The decision of the committee shall be submitted to the Owner in writing not later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Penalties: The Board of Directors (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner of not more than the lesser of Five Hundred Dollars ($500.00) or the maximum amount permitted by Florida law for each non-compliance or violation.

(d) Payment of Penalties: Fines shall be due and payable not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Penalties: All monies received from fines or penalties shall be allocated as directed by the Board of Directors.

(g) Non-Exclusive Remedy: These fines and penalties shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies'. to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from each Owner. The Association, any Owner, the Developer (or any of its affiliates), their successors and assigns shall have the right to enforce, by proceeding at law or in equity, whether in an action for damages, injunctive relief or both, all restrictions, covenants, easements, charges, and liens now or hereafter imposed by this Declaration.

Section 5. No Waiver. The failure of the Developer, or the Association, to enforce any covenant or restriction herein contained, however long continued,. shall in no event be deemed a waiver of right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

ARTICLE XI
RESALE RESTRICTIONS

No Owner may sell or convey his interest in a Lot unless all sums due the Association hereunder shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner executed by any officer of the Association or an agent of the Association appointed for such purpose by resolution of the Board of Directors recorded in the Public Records of Orange County, Florida. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefore. The Owner requesting the certificate shall pay to the Association a fee not to exceed twenty five dollars ($25.00) or such other fee as may be set by the Board, to cover the costs of examining records and preparing the certificate.

ARTICLE XII
REQUIREMENTS WITH RESPECT TO PRIVATE ROADS

Notwithstanding anything herein to the contrary, the following additional covenants, restrictions and requirements shall apply to the Property, each Lot therein and all Owners thereof:

Section 1. Dedication of Streets and Tracts to County. None of the roads lying within the Property (collectively, the ARoads≅), as reflected on the Plat, shall be deemed to have been dedicated to the City of Apopka for the purpose of the assumption of maintenance responsibilities, nor shall any persons seek such dedication, unless all Owners of Lots within the Property have previously approved such dedication and provided their written consent thereto.

Section 2. Assessments for Roads. The Association shall levy an additional assessment, in order to collect, in advance, sufficient funds to pay for periodic major maintenance of the Roads (the ASpecial Road Reserve Assessment≅). Commencing on January 1 of the year

following the year of recordation of this Declaration, the Association shall collect from each Class A Member the ASpecial Road Reserve Assessment≅ in the amount of One Hundred Dollars ($100.00) per year, which, upon receipt thereof, the Association shall deposit into a special reserve account at a financial institution which maintains offices in Orange County, Florida (the ASpecial Reserve Account≅). The initial Special Road Reserve Assessment shall be paid upon conveyance of each Lot by Declarant to a Class A. Member. Thereafter, the Special Road Reserve Assessment shall be levied annually (ASubsequent Assessments≅) in such amount as the Association may determine. All sums deposited in the Special Reserve Account, together with interest accrued thereon, may only be utilized by the Association for maintenance of the Roads. At such time as the sums held in the Special Reserve Account reach Forty Seven Thousand Dollars ($47,000.00) (the AMaximum Required Amount≅), no further Special Road Reserve Assessments shall be required, unless and until the remaining balance in the Special Reserve Account declines below the Maximum Required Amount, whereupon a portion of Subsequent Assessments shall be deposited in the Special Reserve Account until the Special Reserve Account again contains the Maximum Required Amount. Such Subsequent Assessments, which shall constitute a Special Road Reserve Assessment, shall be in an amount sufficient, when collected over subsequent years (not to exceed ten (10) years), to increase the Special Reserve Account to the maximum required amount prior to the next scheduled major maintenance and repaving of the Road. On an annual basis, the financial institution maintaining the Special Reserve Account shall submit to Orange County sufficient information to confirm the existence of such Special Reserve Account and the amount of the funds contained therein.

Section 3. Annual Inspection. The Association shall retain a Florida registered engineer who, using good engineering practices, shall annually inspect the Roads and review the maintenance thereof. In the event such registered engineer determines there are any needed repairs, such repairs shall be commenced by the Association within sixty (60) days following its receipt of the final engineering report of the registered engineer. Such repairs shall be completed as expeditiously thereafter as reasonably possible. Copies of the registered engineer=s written report shall be submitted to the City of Apopka within fifteen (15) days following delivery of such written report to the Association.

Section 4. Resurfacing of Roads. The Association shall resurface the Roads no less than every twelve (12) years, unless the City of Apopka Engineering Department, in its discretion, determines that any such repaving may be delayed, and then delayed only for such period.

Section 5. Notice of Private Road Assessments and Reserve Accounts. All contracts for sale of Lots within the Property, whether sold by Declarant or any other party, shall include the following notice:

> Prospective purchasers of all Lots within Clear Lake Estates are hereby notified that the private roads, existing and to be constructed in Clear Lake Estates, must be maintained, resurfaced and repaired by the Association as more particularly described

in the Declaration of Covenants and Restrictions for Clear Lake Estates as recorded in the Public Records of Orange County, Florida (the ADeclaration≅). All Owners of Lots in Clear Lake Estates must pay assessments to be imposed by an Association of Lot Owners as provided in the Declaration. The Assessments will, in part, be placed in a separate reserve account in order to create a reserve sufficient to repave all roads in the platted subdivision every twelve (12) years, but no more than $47,000.00 shall be retained in the reserve account. The Association shall annually have the private roads inspected by a registered engineer and shall repair any deficiencies noted by such engineer using the reserve funds. This notice shall be included in each sales contract and/or resale contract relating to the sale or resale of a Lot in Clear Lake Estates, as appropriate.

Section 6. Indemnification Regarding Maintenance and Reconstruction. The Declarant, but only to the extent and limited to (i) the time during which, and (ii) the proportional share to which, the Declarant has an ownership interest in the Roads and the Association hereby expressly hold the City of Apopka harmless from and indemnify the City of Apopka against any cost of maintenance and reconstruction of, or tort liability related to or stemming from, the Roads.

Section 7. No Discounting of Taxes. Declarant hereby notifies all subsequent purchasers of any portion of the Property, including all Lots thereon, no owner of any Lot shall receive any discount in payment of ad valorem real property taxes or any other taxes due and owing to the City of Apopka based upon the private ownership and maintenance of the streets and Surface Water Management System within Clear Lake Estates.

Section 8. Defaults. In the event of any default in the requirements of this Article XII, the City of Apopka, at its option, shall first provide written notice thereof to Declarant and the Association. If the stated default is not cured within twenty (20) days after receipt by Association and Declarant of such written notice, or if such default may not reasonably be cured within such twenty (20) day period, if Association or Declarant do not commence to cure such default within such twenty (20) day period and diligently continue to cure such default thereafter, then the City of Apopka may remove the gates located at the entrance of the Property and, in addition, upon dedication of the Roads, may assume responsibility for maintenance, using available Association revenues, or if none are available or are insufficient, other financing methods as the City of Apopka may elect.

Section 9. City of Apopka Approval. Notwithstanding anything herein to the contrary, this Article XII shall not be amended without the consent of Orange County.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the

Association, and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots subject hereto has been recorded, agreeing to revoke the said covenants and restrictions.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 4. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer alone, for so long as it or its affiliates hold title to not less than ten percent (10%) of the Lots affected by this Declaration; or alternatively by approval at a meeting of Owners holding not less than 66% vote of the membership in the Association, provided, that so long as the Developer or its affiliates is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. The foregoing sentence may not be amended. Notwithstanding the foregoing or any other provisions of this Declaration to the contrary, no amendment which would affect the Association=s duties with respect to the to the Surface Water Management System, the Permit or any provisions set forth in Article IX Sections 28-32 of this Declaration shall not be deemed to be effective without the express written approval, joinder and consent of the W M District.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Orange County Public Records.

Section 6. Withdrawal. Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of reasonable changes in the plans for the Property desired to be effected by the Developer.

Section 7. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles shall take precedence

over the Bylaws.

Section 8. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates or the Association, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 9. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement. The Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of the provisions.

Section 10. Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 1 above hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the Property. Without limiting the generality of Section 3 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be enforceable and considered null and void in order that the paramount goal of the parties affected hereby (that these covenants and restrictions run with the land as aforesaid) be achieved.

Section 11. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any or any part of the Common Areas to the public, or for any

use. However, the Association shall have the right to dedicate or transfer all or any part of the Common Areas to any municipality, public agency or authority for such purposes and such conditions as may be agreed upon by the Members. Such dedication or transfer shall be effective only with the assent of two-thirds of the vote of each class of Members of the Association.

Section 12. No Additional Covenants. No Owner, without the prior written approval of the Developer or the Association, may impose any additional covenants or restrictions on any part of the Property. Any additional covenants will be subject to the provisions of this Declaration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

Signed, sealed and delivered in the presence of:

CLEAR LAKE ESTATES LLC, a Florida limited liability company

By: _____
Name: Braxton Green
Title: Manager

_____
(Signature of Witness)
_____
(Print Name of Witness)
_____
(Signature of Witness)
_____
(Print Name of Witness)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of March, 2004, by Braxton Green, in his capacity as manager of Clear Lake Estates, LLC, a Florida limited liability company, who is [✓] personally known to me or [ ] has produced N/A as identification.

NOTARY PUBLIC:

Sign _____
Print _____
State of Florida at Large (Seal)
10-25-04
CC965038

CARLA ...
Notary Public, State of Florida
My comm. expires Oct. 25, ...
No. ...
...ended thru Ashton Agency, Inc. (...

My Commission Expires: