

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS OF SPRINGWOOD LANDING

THIS DECLARATION, MADE this the 5th day of November, 1981, by KEITH J. SHAMROCK, hereinafter called "Developer,"

WITNESSETH:

WHEREAS, Developer is the sole owner of that certain parcel of real property situated in Lake County, Florida, described in Exhibit "A" attached hereto and incorporated herein by reference; and

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

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

All references to the "Declaration" or the "Declaration of Easements, Covenants, Conditions and Restrictions of Springwood Landing" now or hereafter made in other instruments of Public Records of Lake County, Florida, in the Articles of Incorporation, Bylaws, and other corporate documents and papers of SPRINGWOOD LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, shall mean and refer to this Declaration as herein set forth.

ARTICLE I

Definitions and Construction

Section 1: "Association" means Springwood Landing Homeowners' Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

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

Section 3: "Properties" means that certain parcel of real property described in Exhibit "A" attached hereto and incorporated herein by reference, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Common Area" means all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of

the first lot is described as Tract A on Exhibit "A" attached hereto and incorporated herein by reference.

Section 5: "Lot" means any plot of land shown upon any recorded subdivision map or plat of the Properties, together with all improvement thereon, with the exception of the Common Area.

Section 6: "Developer" means KEITH J. SHAMROCK, and such of his successors and assigns as shall acquire an interest in more than one undeveloped lot from KEITH J. SHAMROCK for the purpose of development.

Section 7: "Recorded" means filed for record in the public records of Lake County, Florida.

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

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

ARTICLE II Property Rights

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

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area and to make regular and special assessments and other fees for the construction, beautification and maintenance of the Common Area.

(b) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules or regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of Class A members and the unanimous vote of Class B members, so long as there remains Class B ownership, agreeing to such dedication or transfer has been recorded.

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

ARTICLE III Membership and Voting Rights

Section 1: Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot.

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

a) Class A. Class A members shall be all Owners and shall be entitled to one (1) vote for each Lot owned; provided however, so long as there is Class B membership, Developer shall not be a Class A member. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine; but in no event shall more than one (1) vote be cast with respect to any Lot. There shall be no split vote.

b) Class B. The Class B member(s) shall be the Developer and he shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

2) On Jan. 1, 1986.

ARTICLE IV Covenant for Maintenance Assessments

Section 1: Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any annual and special assessments from time to time remaining unpaid, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made, as provided in Section 8 of this Article. Each such assessment, together with

interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for each improvement and maintenance of the Common Area and of the homes situated upon the Properties.

Section 3: Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by the Developer, the maximum annual assessment shall be \$65.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by the Developer the maximum annual assessment may be increased each year not more than 10 percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following conveyance of the first Lot by the Developer, the maximum annual assessment may be increased above 10 percent by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5: Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first of such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be

collected on a monthly, semiannual or annual basis as determined by the Board of Directors.

Section 7: Developer's Assessment. Notwithstanding the foregoing requirement of uniformity or any other provision of this Declaration or Association's Articles of Incorporation or Bylaws to the contrary, there shall be no specified annual assessment against any Lot in which the Developer owns any interest and is offered for sale by the Developer as long as there is Class B membership in the Association. Even though there is no specified assessment, the Developer shall be responsible, both morally and financially, for the upkeep and maintenance of those properties that are owned by the Developer and as offered for sale by the Developer. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, those Lots from which Developer derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as is hereinabove established for Lots owned by Class A members of the Association, prorated as of, and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be. Under this Declaration the Developer shall only be assessed on improved Lots on which completed dwellings have been constructed, certificates of occupancy issued, and which are offered for sale and/or rental by the Developer.

Section 8: Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent annual assessments shall be levied on a calendar year basis and shall be payable in advance. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9: Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against the property. In either event, the non-paying Owner shall pay for the cost of bringing this suit, including reasonable attorney's fees therefor. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the

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

Section 10: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any conveyance of title or any other proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Architectural Control

Section 1: Architectural Control. No building, landscaping, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same and a landscape plan shall be submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. Pending appointment by the Board, the three (3) members shall be Keith J. Shamrock, Patricia B. Shamrock and Conrad Collins. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Architectural Control Committee in its sole discretion may, by written instructions, grant any variation or modification to these covenants, conditions, and restrictions and a written approval by the Architectural Control Committee of such variation or modification shall be binding on all Owners.

ARTICLE VI

Additional Stages

Section 1: Additions to the Properties. Additional land may be brought

within the jurisdiction and control of the Association, and, except as specifically hereinafter provided for, is subject to all the terms of this Declaration as if part of the Property, provided such is done within six (6) years from the date this instrument is recorded.

(a) The Developer from time to time may, in its discretion, cause such additional lands to become subject to the Declaration; but, under no circumstances shall Developer be required to make such additions.

(b) The real property to be added to the Properties and to become subject to the Declaration shall be developed and platted in such a manner to provide for the preservation of the values and amenities of the Properties with reasonable portions of said additional real property set aside for roads, open space, green belt areas and other common facilities as may be designated on such plats.

Section 2: Procedures for Additions to the Properties. Such additions to the Properties may become subject to this Declaration by any one of the following procedures:

(a) Additions in Accordance with a General Plan of Development. The Developer, his successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accordance with a general plan of development. Such general plan of development shall show the proposed additions to the Properties and contain: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of Common Properties proposed for each stage; (3) the general nature of proposed common facilities and improvements; and (4) a statement that the proposed additions, if made, will become subject to assessment for their just share or Association expenses. Unless otherwise stated therein, such general plan shall not bind the Developer, his successors and assigns, to make the proposed addition to or adhere to the Plan in any subsequent development of the land shown thereon and the general plan shall contain a conspicuous statement to this effect.

(b) Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established by this Declaration within the properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties except as hereinafter provided.

Section 3: General Provisions Regarding Additions to the Property.

(a) The additions authorized under this Article shall be made

by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration as such affect the properties described on Exhibit A.

(b) Regardless of which of the foregoing methods is used to add additional property to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Properties as established hereunder except to grant to the owners of the additions to the Properties being added the right to use the Common Properties, according to the terms and conditions as established hereunder, and the right to proportionately change voting rights and assessments.

ARTICLE VII Exterior Maintenance

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

ARTICLE VIII General Restrictions

Section 1: Use Restrictions. No Lot shall be used except for residential purposes, except that real estate brokers, owners and their agents may show dwellings for sale or lease; but nothing shall be done on any Lot which may become a nuisance or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that the Developer, his agents or designated assigns has the right to (i) use the Lots and houses erected thereon for sales offices, field construction offices, storage facilities, general business offices and (ii) maintain furnished model homes on the Lots which are open for public inspection, seven days per week for such hours as are deemed necessary. The Developer's rights under the preceding sentence shall terminate December 31, 1986, unless prior thereto the Developer has indicated its intentions to abandon

such rights by recording a written statement among the Public Records of Lake County. It is the express intention of this paragraph that the rights granted to the Developer to maintain sales offices, general business offices and furnished model homes shall not be restricted or limited to Developer's sales activities relating to the subdivision, but shall benefit the Developer in the construction, development and sale of such other property and lots as Developer may own.

Section 2: Garages. All garages shall be enclosed and shall at least be adequate to house one (1) standard-sized American automobile. All garage doors must be maintained in a useful condition. No garage door or vehicular entrance to any garage located on any Lot in Block 1 shall face either Lakeshore Drive or Overlook Road. All vehicles must be totally enclosed and not visible from the street or road and no repairs, alterations or modifications shall be made to any vehicle except in a totally enclosed structure.

Section 3: Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building shall be placed upon the Properties or additions to the Properties at any time; provided, however, that this prohibition shall not apply to shelter used by a contractor or Developer, his successors or assigns, during construction and, further, these temporary shelters may not, at any time, be used as residences or permitted to remain on the properties after completion of construction.

Section 4: Dwelling Size and Building Restrictions.

(a) No single-family residence shall be constructed on a lakefront Lot, as defined in Article I, with a living area which is less than 1,500 square feet. No single-family residence shall be constructed on an interior Lot with a living area which is less than 1,250 square feet. The floor space within the garage, a breezeway, a porch, or an unfinished storage or utility room shall not be included within the living area for the purpose of determining the minimum allowable square footage.

(b) As to all Lots, residence shall have finished walls, ceilings and floors and shall be insulated and centrally heated. An air conditioning system is optional; provided, however, that if this option is exercised, said air conditioning shall be by a central system.

Section 5: Animals. No animals, fowl or reptiles shall be kept on or in lots, or on Properties or additions to the Properties except for caged birds kept as pets and domestic dogs and cats, not to exceed three (3) in number; provided that such dogs and cats shall not be allowed off the premises of Owner's site except on a leash. In no event shall such pets be kept, bred or maintained for any commercial purposes.

Section 6: Condition of Building and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds on such Lot which shall tend to substantially decrease the beauty of the

community as a whole or the specific area. This restriction shall apply before, during and after construction.

Section 7: Signs. No sign of any kind shall be displayed to the public view on any lot except one identification sign of not more than one (1) square foot in size or one temporary real estate sign of not more than six (6) square feet in area. All signs shall conform to the regulations pertaining thereto in the Code or Ordinances of the City of Eustis.

Section 8: Building Materials. Only finished materials such as brick, stucco, painted concrete block, painted siding, block, wood, glass and stone shall be used for the exterior surfaces of buildings and structures on the side or sides exposed to the street.

Section 9: Service Yard. There shall be either decorative landscaping or a structural enclosure, each of which must be at least 36" in height, including a gate or door, for the placement of all trash and garbage cans. All exterior pumps, motors, air conditioning compressors, storage tanks and other mechanical features shall be screened from view either by a decorative structure at least 36" in height or by landscaping materials.

Section 10: Easements. The easements for installation and maintenance of utilities and drainage facilities and for Common Area and recreational uses are reserved as shown in the Public Records of Lake County. Within these easements no structure, fence, or other material shall be placed or permitted to remain within the easements, except those improvements placed within the easements by action of the Association, which would include, but are not limited to bikeways, sidewalks or other such improvements. Notwithstanding the foregoing sentence, no structure, fence, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through the drainage channels in the easement or which may interfere with Association facilities. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which public authority or utility company is responsible and those grass areas over utility easements or those Common Areas to be maintained by the Association.

Section 11: Building Location; Single-Family Dwelling.

(a) As to all lakefront lots, front yards shall not be less than thirty-five (35) feet in depth as measured from the southeasterly most right of way of Lakeshore Drive to the front of any building structure.

(b) As to all other lots, including lakefront lots, all structures erected thereon must fully comply with all building and zoning regulations pertinent thereto in the Code or Ordinance of the City of Eustis.

Section 12: Offensive Activity. No noxious or offensive activity shall

be carried on or upon the Properties or additions to the Properties nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. Exterior clothes lines shall be limited to clothes trees. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and further, all domestic animals shall either be kept on a leash or kept within an enclosed area.

Section 13: Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right to enter upon any residential Lot on which a residence has not been constructed, after thirty (30) days notice to the Lot Owner by the Association and the failure of the Lot Owner to reply, and such entry may be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth which, in the opinion of the Association, detracts from the overall beauty, setting and safety of the Development. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed trespass. The provisions in this Section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

Section 14: Sewage. Prior to the occupancy of a residence on any Lot, proper and suitable provision shall be made for the disposal of sewage.

Section 15: Trailers. No house or travel trailer, camper, tent, barn or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently, except in a closed structure or garage. Currently licensed boat trailers and boats may be parked behind the front building line of each Lot. This provision shall not apply to any temporary construction trailer owned by a builder placed upon the Lot for the purpose of a temporary facility during the course of construction.

Section 16: Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required herein, or buried underground.

Section 17: Water Wells. No individual or private potable water wells may be drilled or maintained on any Lot; provided, however, that this restriction shall not deny the right of Owner to drill a well for the purpose of providing the capability to water the lawns and shrubs on the Owner's Lot.

Section 18: Trees. No trees located on any Lot shall be removed, cut, or pruned without the approval of the Architectural Control Committee.

Section 19: Driveways or Driveway Turnarounds. No driveways or

driveway turnarounds shall be constructed on any Lots fronting on Lakeshore Drive. Access to these Lots shall be from Overlook Road.

Section 20: Television and Radio Antennae. No outside television or radio aerials or antennae shall be permitted on the Property; however, such aerials and/or antennae may be maintained in a residence's attic or otherwise totally obscured from outside view.

Section 21: Fences. All fences constructed on any Lot must first be approved by the Architectural Control Committee as to height, size, locations, materials and design. No fence shall be erected that extends forward of the front yard building setback line of any Lot, and no fence shall be constructed on any portion of any Lot abutting or adjoining Lakeshore Drive.

Section 22: Other Restrictions. The Architectural Control Committee shall have the authority, from time to time, to include within its promulgated Residential Planning Criteria other reasonable restrictions regarding such matters as prohibitions against window air conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutter easements, games and play structures, swimming pools, sight distances at intersections, utility connections, television antennae, driveway construction and such other reasonable restrictions as it shall deem appropriate; provided, however, that such additional restrictions shall not be in conflict with other restrictions and easements provided in this Declaration. The foregoing matters are shown by way of illustration and shall not be deemed to omit in any way the authority of the Architectural Control Committee to promulgate and enforce such Residential Planning Criteria. Once the Architectural Control Committee promulgates certain restrictions, the same shall become as binding and shall be given the same force and effects as the restrictions set forth herein until the Architectural Control Committee modifies, changes or promulgates new restrictions or the Board of Directors of the Association modifies or changes restrictions set forth by the Architectural Control Committee.

ARTICLE IX General Provisions

Section 1: Enforcement. The Association, or any Owner, shall have the right to enforce by judicial proceedings, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3: Term, Amendment. The covenants and restrictions of this

Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded to be effective.

IN WITNESS THEREOF, the undersigned, being the Developer herein, has hereunto set his hand and seal this 10th day of November, 1981.

KEITH J. SHAMROCK
Developer