

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF WATERSIDE POINTE**

This instrument prepared by:

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**SECOND AMENDED AND RESTATED DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS OF WATERSIDE POINTE**

**THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WATERSIDE POINTE** ("Declaration") is made and entered into this 25 day of November, 2008, by **THE RYLAND GROUP, INC.**, a Maryland corporation authorized to transact business in the State of Florida, whose address is 4700 Millenia Boulevard, Suite 400, Orlando, Florida 32839, hereinafter referred as "Declarant".

**RECITALS:**

**WHEREAS**, Declarant is the owner of certain property located in Lake County, Florida, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"), and as shown on the Plat of Waterside Pointe Phase I, recorded in Plat Book 63, Pages 13-21, of the Public Records of Lake County, Florida (the "Plat");

**WHEREAS**, Declarant intends to develop the Property into a community to be known as WATERSIDE POINTE (sometimes referred to herein as the "Community" or the "Property");

**WHEREAS**, Declarant has established a land use plan for the Community and desires to provide for the preservation of the values and amenities hereby established and as may be established for the Community hereafter committed to a land use plan and to this end does hereby subject the Community to use covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth;

**WHEREAS**, Declarant has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a non-profit corporation known as WATERSIDE POINTE HOMEOWNER'S ASSOCIATION, INC. (the "Association"), to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair, the enforcement of the covenants, restrictions, and easements contained herein and the collection and disbursement of the assessments and charges hereinafter provided;

**WHEREAS**, in order to encumber the Property with certain covenants and restrictions, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions of Waterside Pointe on March 11, 2008, at Official Records Book 3595, Pages 259-347, and then amended and restated those covenants and restrictions by the recordation of that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions of Waterside Pointe on May 15, 2008, at Official Records Book 3627, Page 698, all in the Public Records of Lake County, Florida (together referred to herein as the "Original Declaration"); and

**WHEREAS**, Declarant wishes to amend, restate and supercede the Original Declaration in its entirety with this Declaration as set forth hereinbelow and upon recordation of this Declaration encumber the Property with the covenants, conditions and restrictions contained

herein and bind the Property to these regulations and other Governing Documents (as hereinafter defined and attached).

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

## **ARTICLE I**

### **DEFINITIONS**

Section 1. "Architectural Review Committee" or "ARC" shall mean and refer to the Architectural Review Committee so established pursuant to Article VIII hereof.

Section 2. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, a copy of which is attached hereto as **Exhibit "B"**, as the Articles of Incorporation may be amended from time to time.

Section 3. "Association" shall mean and refer to Waterside Pointe Homeowner's Association, Inc., its successors and assigns.

Section 4. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

Section 5. "Bylaws" shall mean and refer to the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as **Exhibit "C"**, as the Bylaws may be amended from time to time.

Section 6. "City" shall mean and refer to the City of Groveland, Florida, a Municipal Corporation organized and existing under the laws of the State of Florida.

Section 7. "City Tract" shall mean and refer to the real property (including the improvements thereto) dedicated to, owned and maintained by the City and depicted as **Tract R** on the Plat of Waterside Pointe, recorded in the Public Records of Lake County, Florida.

Section 8. "Common Area" or "Common Areas" shall mean all real property (including the improvements thereto) dedicated to, owned and maintained by the Association for the common use and enjoyment of the Owners, and easements which the Declarant has elected to maintain, being more particularly described as follows:

Tracts A, B, C, F, G, H, J, K, L, M, N, O, Q, V and Z according to the Plat of Waterside Pointe Phase 1, recorded in the Public Records of Lake County, Florida.

"Common Area" or "Common Areas" shall also mean and include all real property (including the improvements thereto) conveyed to the Association by that certain Special Warranty Deed, executed and recorded contemporaneously with recording of this

Declaration, at Official Records Book 3722, Page 2073, of the Public Records of Lake County, Florida, which shall be owned and maintained by the Association for the common use and enjoyment of the Owners, and easements which the Declarant has elected to maintain, being more particularly described as follows:

Tracts I, P, S, T, W, X and Y according to the Plat of Waterside Pointe Phase I, recorded in the Public Records of Lake County, Florida.

Section 9. "County" shall mean Lake County, Florida.

Section 10. "Declarant" shall mean THE RYLAND GROUP, INC., a Maryland corporation, authorized to transact business in the State of Florida, its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights or obligations are specifically set forth in the instrument of succession or assignment, or unless such rights or obligations pass by operation of law.

Section 11. "Declaration" shall mean and refer to this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Waterside Pointe. The Original Declaration is hereby amended, restated, succeeded and replaced in its entirety by this Declaration.

Section 12. "Governing Documents" shall mean and collectively refer to this Declaration, the Articles of Incorporation and Bylaws of the Association.

Section 13. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, the Declarant or any affiliate of the Declarant or other lender generally recognized as an institutional type lender, which holds a mortgage on one or more of the Lots.

Section 14. "Landscape Area" or "Landscape Areas" shall mean an area of land established for the purposes of establishing and maintaining a vegetative landscape buffer on the Property or between the Property and adjacent properties shown on the Plat as "Landscape Area".

Section 15. "Lot" shall mean and refer to any plot of land, intended to be improved with a single family dwelling, or any townhome dwelling, as shown upon any recorded subdivision map or as shown on the Plat or any replat of the Property. Any grouping of more than one Lot will sometimes be referred to herein as "Lots."

Section 16. "Member" shall mean and refer to every person or entity who is an Owner, as described below, and any person or entity obligated by the Governing Documents to pay an assessment or amenity fee and in being such comprises the Membership of the Association.

Section 17. "Mitigation and Conservation Areas" shall mean a system operated, maintained and managed by the Association or other entity to provide drainage, water storage, conveyance, survival and growth of installed or naturally occurring aquatic plant material or other surface water or stormwater management requirements as permitted pursuant to Chapters

40C-4, 40C-40 or 40C-42, Florida Administrative Code, and operated, maintained and managed in a manner consistent with St. Johns River Water Management District Permit(s). Tracts W and Y as shown on the Plat of Waterside Pointe Phase I are subject to a Conservation Easement in favor of the St. Johns River Water Management District pursuant to Section 704.06 Florida Statutes, and are otherwise dedicated to and are to be maintained by the Association as set forth herein.

Section 18. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 19. “Person” shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 20. “Pervious Area” shall mean and refer to any portion of a Lot which is intended to be planted with grass turf or landscape materials and which is not covered by a Residence, driveway, sidewalk, pavers, pool deck, patio, covered porch or other improvements or structures which inhibit the infiltration and percolation of water into the soil.

Section 21. “Private Streets” shall mean and refer to certain streets within the Property shown as Tract Q according to the Plat of Waterside Pointe.

Section 22. “Property” shall mean and refer to that certain real property described in the Recitals and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 23. “Properties” means the Property, together with all improvements now or hereafter thereon, and any and all additions or supplements thereto, now or hereafter made subject to this Declaration.

Section 24. “Rear Yard Swales” shall mean that property which is contained within a drainage easement on the rear property, which will provide storage and treatment from the rear yard storm water runoff.

Section 25. “Residence” shall mean any residential dwelling unit constructed or to be constructed on or within any Lot together with any appurtenant improvements. All single family detached residences shall be referred to herein as “Single-Family Homes” and all attached townhome residences shall be referred to herein as “Townhomes”. Single-Family Homes and Townhomes are sometimes together referred to as “Residences.”

Section 26. “St. Johns River Water Management District” shall mean a public body existing under Chapter 373, Florida Statutes, having a mailing address of 4049 Reid Street, Palatka, Florida 32177.

Section 27. “Supplemental Declaration” means an instrument executed by the Declarant and recorded in the Public Records of Lake County, Florida for the purpose of adding

to the Property, or withdrawing any portion(s) thereof from the effect of this Declaration, or designating a portion of the Property as Common Areas hereunder, or for any other purposes provided in this Declaration.

Section 28. “Surface Water or Stormwater Management System” shall mean a system operated, maintained and managed by the Association which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, and operated, maintained and managed in a manner consistent with any applicable St. Johns River Water Management District permit (the “Permit”).

Section 29. “Transfer of Control” shall mean the transfer of control of responsibility for the maintenance and repair of the Private Streets from the Declarant to the Association and shall also mean the transfer of control of responsibility for the maintenance and repair of the Stormwater Management System from the Declarant to the District, the Association or other appropriate entity.

Section 30. “Turnover” shall mean the cessation of Declarant’s Class B Membership and transfer of operation of the Association by the Declarant as described in Article XV of this Declaration.

## **ARTICLE II**

### **PROPERTY RIGHTS**

Section 1. Owner’s Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable assessments and other fees for the use with the title of every Lot;
- (b) the right of the Association to suspend the voting rights for any period during which any assessment against such Member’s Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to mortgage the Common Area or dedicate or transfer all or part of the Common Area to any homeowners association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage, dedication, or transfer shall be effective unless an instrument agreeing to such mortgage, dedication, or transfer has been approved by two thirds (2/3rds) of each class of Members and has been recorded in the Public Records of Lake County, Florida.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities to members of his family, his tenants or contract purchasers who reside on his Lot, but not otherwise.

Section 3. Utility Easements. Public utilities serving the Property and the Lots, have been, or will be, installed in the Common Area and within or upon the Property for use, benefit, and service of the Property, the Lots, and all improvements on the Property. A permanent, perpetual, mutual and non-exclusive easement shall exist and is hereby granted over, under, across and into the Property, Lots, and all improvements upon the Property for installation, maintenance, repair, removal and replacement of all utilities for lines, wires, pipes, equipment, and other structures and improvements necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any CATV and other means of communication to the Property, Lots, and the improvements upon the Property. Any and all use of the said utility easements shall be in accordance with the applicable provisions of this Declaration.

The easement created herein shall be for the benefit and use of: (i) the Declarant and its successor in title and/or assigns; (ii) all current and future owners of all or a portion of the Property; (iii) all providers of utility services to all or a portion of the Property; and (iv) the Association and its grantees and assigns.

Section 4. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have and are hereby granted a permanent and perpetual easement for ingress and egress over and across the Common Area.

Section 5. Lot Easements. Except for those easement areas the Association elects to maintain on the Property, each Owner shall be responsible for the maintenance of all easements situated on their respective Lot or Lots for utility or drainage purposes.

Section 6. Declarant's Easement Over Lots. For so long as Declarant owns any Lots, Declarant hereby reserves unto itself the right to grant an easement to itself or any other entity over each such Lot owned or any utility easements and public easements for purposes of ingress and egress, drainage, utility, gas, telephone, cable television, and electrical services.

Section 7. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Areas, Landscape Areas, or any Lot for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents and designees, for purposes of carrying out all obligations and/or rights of the Association pursuant to this Declaration. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including but not limited to all drainage and utility easements contained on the Plat, which easements are in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association.

Section 8. Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association, and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across: (i) any streets, sidewalks, access ways, and parking area constructed on the Common Area from time to time; and (ii) any Landscape Areas; and (iii) over and across those portions of the Common Areas lying adjacent to and between the boundary line(s) of the Lot(s) and the streets, sidewalks, access ways and/or parking areas, as the case may be, which portions of the Common Areas are either designated as or necessary for ingress and egress up to the Lot(s), it being the specific intent of the Declarant to hereby grant perpetual, uninterrupted and contiguous access for ingress and egress to and from Lot(s) to and from dedicated rights of way.

Section 9. Private Streets and Resurfacings. Waterside Pointe shall be a Community with Private Streets which shall be maintained by the Association. The Association shall resurface all Private Streets within the Property as and when deemed necessary by the Board, but in any event, not less than every fifteen (15) years.

Section 10. Additional Easements Across Private Streets. There is further hereby created, declared, granted and reserved for the benefit of each Owner, as an appurtenance to the ownership of the Lot held by such Owner, but subject to this Declaration, the Articles of Incorporation and Bylaws, and any rules and regulations promulgated by the Association pursuant to this Declaration, and further benefiting all private entities and public agencies providing pick up and delivery, utility, fire protection, law enforcement and other governmental or quasi-governmental services, including, but not limited to, the United States Postal Service, a non-exclusive easement for pedestrian and vehicular ingress, egress and passage over and upon the Private Streets. Such easement for ingress, egress and passage shall be subject to and limited by such reasonable regulations and security controls, including but not limited to temporary stoppage and interruption and security gates for identification purposes, as may from time to time be established and promulgated by the Association.

Section 11. Lot Line Encroachment. If any portion of any Residence and/or other improvements constructed on any Lot encroaches upon any other portion of any Lot, or improvement constructed thereon, or if any encroachment shall hereafter occur as a result of (i) construction of any Single Family Home or other improvement, (ii) settling or shifting of any Single Family Home or other improvement, (iii) any alteration or repair to any portion of any Residence or any improvement, or (iv) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement or portion of the Property, a valid easement and appurtenant rights are granted and shall exist for such encroachment, including the right of ingress and egress, in favor of the encroaching Residence or improvement and its respective Owner, which easement and appurtenant rights shall be for the purpose of (i) permitting the existence of the encroachment, and (ii) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching improvement, including meter reading.

Certain Townhomes and other improvements constructed on Lots by Declarant may be situated so that a portion thereof, including, but not limited to, any exterior wall of such Townhome, roof overhangs, air conditioning units, utility meters, or concrete pads may be located upon, immediately adjacent to, overhang or encroach upon the boundary line between



the Lot upon which said Townhome is located and either an adjoining Lot or a portion of the Common Area. In all such cases, said adjoining Lot or portion of the Common Area shall be subject to an easement and appurtenant rights are granted and shall exist for such encroachment, including the right of ingress and egress, in favor of the encroaching portion of the Properties and/or improvements thereon and its respective Owner, which easement and appurtenant rights shall be for the purpose of (i) permitting the existence of the encroachment, and (ii) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching improvement, including meter reading.

All of such improvements which have been constructed by Declarant and approved by applicable building authorities are deemed to have been reasonably constructed, notwithstanding any such encroachment. In no instance shall exercise of any such easement and appurtenant rights created pursuant to this Section unreasonably interfere with the use of the Lot subject to same.

Section 12. Street Lights. The Association shall be responsible for the cost, installation, maintenance, repair and replacement of all Street Lights on all Private Streets in accordance with the City of Groveland's requirements. If the City sets forth certain additional requirements regarding the installation of Street Lights, the Association shall be responsible for ensuring the Community's Private Streets are in compliance with those requirements. Street Lights shall be replaced by the Association, as and when deemed necessary by the Board, or when otherwise required to do so by the City or any other governmental authority. In the event the City requires a street lighting agreement, the Association shall consent to and execute such street lighting agreement.

Section 13. Easements for Support. Whenever any structure included in the Properties adjoins any structure included in any other portion of the Properties, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

Section 14. No Easement Grantee. 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 or purported grant of easement 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 and the Owners designate the Association 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 such provisions.

Section 15. Marketing and Sales. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself, or its nominees, over, upon, across, and under the Property to promote or otherwise facilitate the sale and/or leasing of homes and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right for itself, or its nominees to use all paved roads and rights of way within the Property for

vehicular and pedestrian ingress and egress within the Property. Declarant shall have the right to use all portions of the Property in connection with its marketing and sales activities, including without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and picnics, and using the Property for every other type of promotional or sales activity that may be employed in the marketing of new and used residential homes owned by Declarant. The easements created by this Section, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the rights of Declarant set forth herein. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

Section 16. Service Easements. Declarant hereby reserves to itself, and its successors or assigns for so long as the Declarant owns any lands located within the Property, and the Association thereafter, the right to grant to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carrier, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant and their successors or assigns, to service the Property, and to such other persons as the Declarant from time to time may designate, non-exclusive, perpetual easement rights over and across the Common Areas, including but not limited to the Private Streets, for the purpose of performing their authorized services and investigations.

Section 17. Access and Utility Easement Over Tract V. Pursuant to Paragraph 4(c) of that certain unrecorded Developer Agreement dated December 7, 2005 by and between the Declarant and Arlington-Clermont Investments, L.L.C., a Florida limited liability company (“Arlington”), Declarant and Arlington are required to execute an Easement Agreement over Tract V granting certain access and utility easement rights to Arlington for the benefit of certain real property adjacent to Tract V as more particularly described therein (the “Easement Agreement”). Contemporaneous with the recording of this Declaration, the Declarant is conveying Tract V to the Association. The Association shall be obligated to convey those easements over Tract V to Arlington for the benefit of said adjacent property in accordance with the terms of said Developer Agreement.

Section 18. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

Section 19. Assignment of Rights. Contemporaneously with the recording of the Plat of Waterside Pointe Phase I, certain Common Areas shall be conveyed to the Association by special warranty deed. The special warranty deed shall be subject to the reservation by Declarant of certain rights and privileges unto itself and/or the assignment, grant or transfer of those rights and privileges to a third party. Developer intends to assign, grant or transfer such rights to the Association in connection with the Association’s duties and responsibilities with respect to the Property as set forth in this Declaration. The Association shall be obligated to accept the assignment, grant or transfer of the rights, duties and obligations as contemplated by this Section.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot, which is subject to assessment, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

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

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

(b) Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and shall be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

(i) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or

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

(iii) at the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or

(iv) three (3) months after 90% of the Lots have been conveyed to Owners, including those Lots to be constructed in future planned phases of the development on adjacent lands owned or controlled by Declarant.

Section 3. General Matters. When reference is made herein, or in the Articles of Incorporation, 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 of the Members themselves.

#### **ARTICLE IV**

#### **PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO THE PROPERTY**

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Annexation of Additional Phases Without Association Approval. The Declarant, in its sole and absolute discretion, may add and subject to the terms and conditions of this Declaration such additional lands as more particularly described on **Exhibit "D"** attached hereto, as the Declarant deems appropriate (collectively, the "Additional Land") without the

consent of members at any time within twenty (20) years of the date of this instrument. To add Additional Land, the Declarant shall duly execute and record a Supplemental Declaration to this Declaration in the Public Records of Lake County, Florida setting forth the description of the Additional Land being annexed. If the Class B membership had been previously terminated, the annexation of the Additional Land shall automatically reestablish the Declarant's Class "B" membership and all rights and powers pertaining thereto.

If the Declarant elects to add all or a portion of any other real property which it may own from time to time adjoining the Property to the terms and conditions hereof, then there is hereby reserved to the Declarant and its successors and assigns a perpetual non-exclusive easement and license over, across and under the roadways, drainage easements, utility easements and retention ponds located in the Property for the use by the Declarant and its successors and assigns in connection with the development of any such property.

As the current owner of the Additional Land is Arlington, in the event Declarant does not purchase the Additional Land from Arlington, the owner of the Additional Land, whether Arlington or Arlington's successor-in-title to the Additional Land, may add and subject the Additional Land to the terms and conditions of this Declaration by the same method and in the same manner as the Declarant may add the Additional Land as provided by this Article. If the Additional Land is annexed into the Property, the owner of the Additional Land even if not the Declarant shall be deemed entitled to all of the rights and privileges of the Declarant under this Article as if the Declarant had annexed such Additional Land, and the owner of the Additional Land shall also be deemed entitled to all of the rights and privileges afforded to the Declarant under this Declaration with respect to the Additional Land.

Section 3. Other Annexation of Property. Except as set forth in Section 2 above, residential property and Common Area may be annexed and made subject to the Declaration with the consent of two-thirds (2/3) of each class of members of the Association. Such annexation shall become effective upon the recording of a supplemental amendment to this Declaration in the Public Records of Lake County, Florida.

Section 4. Withdrawal. During the period in which the Declarant is the Class B Member of the Association, and thereafter, to the fullest extent permitted by Applicable Law, the Declarant reserves the right to amend this Declaration unilaterally 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 Declarant or its affiliates from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effectuated by the Declarant.

Section 5. Platting. As long as there is a Class B membership, the Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property or any Additional Land or additions thereto and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property or any additions thereto without the consent or approval of any Owner.

Section 6. Merger. Nothing contained in this Declaration is intended to limit or restrict in any way the Association's right or ability to merge with any other association and its

Members. Upon a merger or consolidation of the Association with another association, all Common Areas, rights and obligations shall, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may 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 established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme. No such merger or consolidation, however, shall cause a revocation, change or addition to the covenants in the Declaration as it pertains to the Property, except as hereinafter provided.

## **ARTICLE V**

### **PRIVACY WALLS**

**Section 1. Privacy Wall.** The Declarant may construct walls, entry monuments, signage or fences within the Property ("Privacy Wall" or "Privacy Walls"). A Privacy Wall shall hereinafter be defined as any wall or fence built by the Declarant, or later built by the Association, in any Common Area, or easement as a visual barrier, decorative or architectural feature, safety feature, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority.

**Section 2. Maintenance of Privacy Walls.** The Association shall be responsible for the maintenance of Privacy Walls.

**Section 3. Easement of Privacy Wall.** An easement is hereby created in favor of the Declarant and the Association for the construction, management, inspection, painting, maintenance and repair of Privacy Walls located within the Property. The easement shall extend five (5) feet into each affected Lot from the Privacy Wall. Entry upon a Lot by the Declarant or the Association, or its agents, as provided herein, may occur without notice and shall not be deemed a trespass.

## **ARTICLE VI**

### **FUNCTIONS OF THE ASSOCIATION**

**Section 1. Through Board Action.** The affairs and decisions of the Association shall be conducted and made by the Board of Directors (herein the "Board"). The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Association Articles of Incorporation or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

**Section 2. Duties of the Association.** The Association shall be responsible for the maintenance, operation and repair of the surface water and stormwater management system in accordance with the St. Johns River Water Management District Permit. Maintenance of the surface water or stormwater management systems(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District and the City of Groveland. Any repair or reconstruction of the surface water or

stormwater management system shall be as permitted or, if modified, as approved in writing by the St. Johns River Water Management District and the City of Groveland.

Further, the Association shall inspect the perimeter canal and Crystal Lake waterfront on an ongoing basis to the extent required by the SJRWMD permit requirements. To the extent such inspections are not required by the SJRWMD Permit, the Association shall perform such inspections at least quarterly. To the extent required by the SJRWMD Permit, the Association shall also take steps to prevent bank erosion and if bank erosion is found or otherwise brought to the Association's attention, the Association shall promptly install appropriate erosion control measures, included but not limited to native vegetation planting, resodding bank and slope areas, and/or installation of riprap, soil cement or other similar bank stabilization measures. In the event such measures are needed more frequently than the Permit requires, the Association shall undertake such measures in accordance with this Section. The Association shall be responsible for payment for installation and maintenance of such measures. Nothing herein shall relieve the Association or any Owner of any requirements for permits or governmental authorization required to undertake any measures described herein.

Section 3. Required Services. In addition to those other responsibilities specific in the Association's Articles of Incorporation or Bylaws, the Association, or its management company, if applicable, shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

- (a) All painting and maintenance of the Common Areas, and all improvements thereon, as and when deemed necessary by the Board.
- (b) Maintenance and care for all landscaped areas within the Common Areas and Landscape Areas as shown on the Plat. Maintenance shall include the replacement of fallen or dead trees throughout these areas. All landscaped areas shall be kept in neat, healthy and orderly appearance, free of refuse and debris.
- (c) Maintenance and resurfacing of all Private Streets.
- (d) Painting and non structural, cosmetic maintenance of the exterior surfaces of walls and trim of any Townhome or any improvement on Lots containing Townhomes; painting of any Townhome framing; and painting and structural maintenance, repair, or replacement of the Townhome roofs (including shingles), as the Board deems proper in their sole discretion, provided, however, that such painting and structural maintenance, repair, or replacement shall be for ordinary wear and tear from time to time and not for damages caused by fire, hazards, or any other perils or any casualty loss. Maintenance and repair of doors, door frames, glass surfaces, locks and garage doors shall not be provided by the Association.
- (e) Garbage and trash collection and disposal.
- (f) Conducting such recreation, sport, craft, and cultural programs of interest to Owners, including their families, tenants, guests and invitees, as may be deemed appropriate by the Board.

(g) Protection and security, including, but not limited to, the employment of stationary or patrolling security guards within the Property and operation of a guardhouse, if approved by a majority of Lot owners.

(h) Maintenance of electronic and other surveillance devices. if any.

(i) Installation, operation and maintenance of cable television facilities or other communication systems throughout the Property, if approved by the Declarant or by a majority of Lot Owners.

(j) Such other services as are authorized in the Association's Articles of Incorporation or Bylaws.

(k) Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to or near the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association deems it necessary to do so and has obtained all necessary St. Johns River Water Management District permits or has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

(l) To further protect the waters within the Property boundaries and outside the Property boundaries, by adhering to and by cooperating with the Stormwater Source Control Prevention Plan for the Waterside Pointe Community, City of Groveland, Florida as included within SJRWMD Permit No. 4-069-92679-1, hereafter called "Stormwater Control Plan". The Stormwater Control Plan describes non-structural controls intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent along with significant structural components of the primary stormwater treatment system. The Stormwater Control Plan covers the areas of (1) nutrient and pesticide management, (2) street sweeping, (3) solid waste management, (4) central irrigation system, and (5) stormwater treatment system operation and maintenance.

(m) Insect, pest and aquatic control where necessary or desirable in the judgment of the Association or the Declarant to supplement the service provided by state and local governments. The Association reserves a perpetual right on, over and under all Properties and any Additional Lands to dispense pesticides and take other action which, in the opinion of the Association, is necessary or desirable to control insects and vermin. Provided, however, that this paragraph shall not contradict the requirements of the St. Johns River Water Management District.

(n) Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Property, including, but not limited to Privacy Wall repairs as stated in Article V hereof.

(o) Subject to limitations imposed by governmental authority, maintenance, repair and replacement, to the extent determined by the Board, of the signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with applicable permits), irrigation

lines and equipment, landscape materials and features, and other improvements from time to time located within the rights-of-way adjacent to the Property and within the Common Areas.

(p) Required periodic maintenance, repair and replacement of irrigation lines and equipment and landscape materials, including mowing, trimming and irrigation of lawns, and landscape features located within the Lots containing Townhomes or within the Landscape Areas shall also be provided by the Association.

(q) Maintenance, repair and replacement of any walls, signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with applicable permits), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within all wall and landscape easements created in favor of the Association on any plat of the Property; and

(r) Establishment of rules and regulations regarding the use of the community club house, pool, Crystal Lake, boat docks, canals and other recreation features and Tracts as depicted on the Plat or on any plat of the Property or any Additional Land.

(s) Compliance with any Consumptive Use Permit(s) regarding the Property issued by the St. Johns River Water Management District in matters regarding the consumptive use of water within and upon the Property.

Section 4. Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article VII hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by seventy-five percent (75%) of the total votes of all Members of the Association in existence at any time.

Section 5. Lakes. The Declarant and the Association shall not be obligated to provide supervisory personnel, including, but not limited to, lifeguards, for any the lakes located on the Property. Any individual using the lakes shall do so at his/her own risk and hereby holds the Declarant and the Association harmless from and against any claim or loss arising from such use. Each Owner, by the acceptance of title to his/her Lot acknowledges that the lakes are deep and are dangerous.

Section 6. Gatehouse, Entranceway and Entry Gates. Waterside Pointe may include a gatehouse and entry gates installed by Declarant or the Association. Such gatehouse, entranceway and/or entry gates shall be deemed Common Area and shall be maintained, repaired or replaced by the Association, and the Association may levy an assessment for the costs of such maintenance, repair or replacement. The gatehouse, if any, may or may not be staffed, as determined in the sole discretion of the Association. All other portions of the entranceway shall also be owned and maintained by the Association. **NEITHER**



**DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY ENTRY GATES. ALL OWNERS AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING WITHIN THE TOTAL PROPERTY FROM THE OCCURRENCE OF A CRIME OR OTHER ACT. THE OWNERS ACKNOWLEDGE THAT THE ENTRY GATES ARE DESIGNED TO DETER CRIME, NOT PREVENT IT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER TO COMMENCE, COMPLETE, CONSTRUCT OR STAFF ANY GATEHOUSE OR ENTRY GATE WITHIN ANY SPECIFIC TIME PERIOD. NO SUCH GATEHOUSE, ENTRANCEWAY, ENTRY GATES OR OTHER TRAFFIC CONTROL SHALL UNREASONABLY INTERFERE WITH OR RESTRICT THE UNRESTRICTED ACCESS TO THE PROPERTY.**

## **ARTICLE VII**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association or to the Declarant as applicable: (1) commencement assessments; (2) administrative assessments; (3) annual assessments or charges; (4) special assessments for capital improvements; (5) assessments for the costs of maintenance, repair and operation of the Surface Water or Storm water Management System; and (6) assessments for the costs of maintenance and operation of the Conservation Area. Adequate assessments shall be levied and collected from all of the Members of the Association and shall be payable to the Association or the Declarant for the costs of maintenance and operation of the Surface Water or Storm water Management System. All assessments, together with late fees, interest, costs, and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due and all subsequent Owners until paid.

**Section 2. Purpose of Assessments.** The Assessments levied by the Association may be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and to exercise the powers conferred to it, to improve, operate, insure and maintain the Common Property and Common Areas dedicated to the Association to pursue any other purposed deemed desirable or appropriate by the Board of the Association, including without limitation any one or more of the following: (a) payment of Association operating expenses; (b) lighting, irrigation, maintenance, improvement and beautification of Private Streets and easement areas, and acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (c) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property; (d) operation, maintenance, insurance, replacement, maintenance, repair,

beautification and improvement of the Common Property and easement areas benefiting the Association; (e) repayment of any deficits previously incurred by the Association; (f) funding of reserves for future Common Expenses; (g) procurement and maintenance of insurance; (h) employment of accountants, attorneys, engineers and other professionals to represent or advise the Association; (i) operation, maintenance and repair of the Surface Water or water Management System for the Property in accordance with the terms of this Declaration and the requirements of the District; (j) maintenance and resurfacing of the Private Streets; (l) maintenance and repair of walls, entrance features and other related improvements and equipment; (m) maintenance and repair of irrigation systems and landscaping within the Common Property, all Landscape Areas, and all Lots containing Townhomes; (n) maintenance and repair of the Club House, Community Pool, and other Recreation Areas to be available for use by both the Single-Family Home Owners and Townhome Owners; and (o) doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise benefit the Owners.

Section 3. Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein: (1) Common Areas; (2) lands owned by Declarant which have not been annexed to the Property by this Declaration or any supplemental declaration; (3) lands dedicated or conveyed to the City, County, District or other governmental authority, any utility company or the public; and (4) subject to Article VII, Section 14 hereof, Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association. No other land or improvements in the Property shall be exempt from these assessments, charges or liens. No Owner may avoid assessment obligations by virtue of non-use or abandonment of any of the Common Areas.

Section 4. Computation of Assessment. The Board shall prepare a budget each fiscal year reflecting the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the year. The annual assessment, which shall be levied against all Lots as set forth in Section 8 below, shall be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted common expenses, including reserves. In determining the level of assessments, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Lots subject to assessment on the first day of the fiscal year for which the budget is prepared and the number of Lots reasonably anticipated to become subject to assessment during the fiscal year.

Section 5. Special Assessments for 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 any improvement in any Common Area, or to repair any Privacy Walls, 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 the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Commencement Assessment. A Commencement Assessment of Three Hundred Dollars (\$300.00) per Lot shall be paid to the Association at the time of closing by the original purchaser of a Lot purchasing from the Declarant. The Association may use the Commencement Assessment for any of the purposes set forth in this Declaration, including but not limited to the operating expenses of the Association. The Commencement Assessment shall be paid directly to the Association and shall be utilized in a manner consistent with other Assessments.

Section 7. Administrative Assessment. A one time Administrative Assessment of Thirty Dollars (\$30.00) per Lot shall be paid to the Association by any successive purchaser of a Lot at the time of closing on the purchase of the Lot. The Administrative Assessment is designed to defray the cost of the Association of maintaining accurate records including transfers of title and changes in addresses of all of its Members and to assure that all new Members receive a complete set of Governing Documents that relate to the rules, regulations and responsibilities of ownership within the community. The Administrative Assessment shall be paid directly to the Association and may be used for any purpose as set forth in this Declaration.

Section 8. Variable Rate of Assessment. Assessments levied by the Association will vary depending upon the type and size of each Lot containing a Single Family Home. Assessments shall also vary for those Lots containing Townhomes, and the Association shall separately calculate and levy assessments to Townhome Owners which are specific to Townhome Lots.

Accordingly, subject to future escalations as provided for elsewhere in this Declaration, first year Assessments for each Lot containing a Single Family Home shall be levied as follows:

(a) Owners of 45-foot Lots (Lots 221 through 250 as shown on the Plat) shall be assessed at an initial rate of \$1,015 per year.

(b) Owners of 50-foot Lots (Lots 1 through 56, 129 through 146, 195 through 206, and 217 through 220 as shown on the Plat) shall be assessed at an initial rate of \$1,128 per year.

(c) Owners of 60-foot Lots (Lots 251 through 272 as shown on the Plat) shall be assessed at an initial rate of \$1,353 per year.

(d) Owners of 70-foot Lots (Lots 147 through 162, and 207 through 216 as shown on the Plat) shall be assessed at an initial rate of \$1,579 per year.

(e) Owners of 100-foot Lots shall be assessed at an initial rate of \$2,258 per year. There are no 100-foot Lots located within the Plat; however, it is anticipated that there will be 100-foot Lots made subject to this Declaration in the event the Additional Lands are annexed to and made subject to this Declaration.

Owners of Lots containing Townhomes (Lots 57 through 128, and 163 through 194 as shown on the Plat) shall be assessed at an initial rate of \$1,716 per year. The Townhome Lots shall be assessed at a higher rate due to the fact that the Association shall be required to provide

additional services to Owners of Lots containing Townhomes, that the Association shall not be required to provide to Owners of Lots containing Single-Family Homes, as more particularly set forth in this Declaration.

Section 9. Street Lights Assessment. The Association shall have the power and authority to assess each Owner its proportionate share of the cost of street lighting in order to comply with the requirements set forth in Section 12 of Article II herein.

Section 10. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in annual or semi-annual installments if so determined by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessments shall be sent to every Owner subject thereto. 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 11. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-Five Dollars (\$25.00) and interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. 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.

Section 12. Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successors in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender which is now or hereafter placed upon any property subject to assessment as long as said mortgage lien is a first lien against the property encumbered thereby; provided, however, that any such mortgagee, when in possession, 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 assessments which cannot be collected as a lien against any Lot by reason of the

provisions of this Section shall be deemed to be an assessment divided equally among, payable by 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. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Section 14. Declarant's Assessments. For any assessment year, notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to either:

- (a) pay assessments on the Lots owned by it, or
- (b) not pay assessments on any Lots and in lieu thereof, for such assessment year, pay the Association's actual operating expenses incurred (either paid or payable) exclusive of capital improvement costs, reserves, depreciation and amortization. The amount so determined shall then be reduced by income and revenues earned (either received or receivable) from all sources (including, without limitation, assessments, interest, fines, working capital and similar contributions made by Lot purchasers, and incidental income) and any surplus carried forward from the preceding year(s).

In computing the annual amount to be funded by the Declarant as aforesaid, revenues and expenses shall not be segregated or earmarked by type of assessment or type of Common Area, but, instead, shall be taken as a whole.

Also, depreciation and capital asset acquisition shall not be deemed a cost or expense for purposes of this Section and Declarant shall not be deemed to have in any manner guaranteed or obligated itself as to the types or levels of any inventory of goods or equipment existing at any time.

For any assessment year, Declarant may from time to time change the option (or combination thereof) under which Declarant is making payments to the Association by written notice to such effect to the Association. When all Lots within the Community are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions. The Declarant's rights under this Section may be assigned by it in whole or in part and on an exclusive or non-exclusive basis.

## **ARTICLE VIII**

### **ARCHITECTURAL CONTROL**

Section 1. Architectural Control. Except for those improvements constructed by Declarant, no building, fence, wall, driveway, parking area or other structure or improvement shall be commenced, erected, placed or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until

the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an ARC composed of three (3) or more representatives who need not be Members. Declarant shall have the right to appoint any or all of the members of the ARC or such lesser number as it may choose, as long as Declarant owns ten percent (10%) or more of the Lots, and members of the ARC may be employees of Declarant or its designees. In the event the Board of Directors or the ARC fails to approve or disapprove such design and location within thirty (30) days after the 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 Board may promulgate design and development guidelines, application and review procedures, and building criteria at a later date (the "Guidelines"), and if promulgated, these Guidelines, as amended from time to time, shall be incorporated into this Declaration and made a part hereof as if originally set forth herein. The Guidelines shall be promulgated on behalf of the Association and shall be binding upon all Owners, residents, builders, developers, and contractors. The Board shall have sole and full authority to prepare and to amend or modify, from time to time, the Guidelines, without the necessity of amending this Declaration, but upon any such modification or amendment, the Board shall ensure a copy of same is circulated to all Owners, residents, builders, developers and contractors.

Section 2. Submittal of Information by Owner. Prior to the commencement of any construction, each Owner shall submit to the ARC, in duplicate, plans and drawings, in a one-eighth (1/8) scale or larger, which shall contain, at a minimum:

- (a) Front elevations;
- (b) Floor plan;
- (c) The area of heated floor space;
- (d) Exterior building material to include color and type of material (brick, vinyl, aluminum, cedar, etc.);
- (e) Exterior trim color; and
- (f) Roofing material and color.
- (g) Landscaping and irrigation plans, which shall indicate that rear yards and half of side yards shall be planted with bahia sod and not irrigated, such that approximately fifty percent (50%) of the Pervious Area on the Lot will be planted in such manner. The plans shall further indicate that the front yards and half of the side yards will be planted with St. Augustine, or floritam sod, but shall also incorporate shrubs or groundcovers, such that approximately twenty percent (20%) of the Pervious Area on the Lot will be comprised of shrubs and/or groundcovers.

The above requirements also apply to any proposed alterations and/or additions to existing structures.

The documents and other information required to be submitted shall be delivered or mailed to the ARC at the designated Management Company's address or Declarant's address in the event no Management Company has been retained by Declarant, or after Turnover, to the Association's address. One (1) complete set shall be retained by the ARC and the second complete set shall be returned to the applicant, with the ARC's approval or disapproval clearly noted thereon.

Section 3. Modification of Restrictions. The ARC is authorized to modify or amend prior to or during construction or alteration of any building or other improvement these restrictions concerning setback and location and size of improvements if, in the opinion of the ARC, such shall be necessary to prevent undue hardship.

Section 4. Licensed Contractor or Builder. All construction by any Owner on a Lot shall be performed by a contractor or builder duly licensed in the State of Florida.

Section 5. Construction. Once construction on a Lot which shall contain a Single Family Home has commenced, each Owner of such a Lot shall be responsible for insuring that construction proceeds at an orderly, diligent and timely pace, with no work stoppage in excess of fourteen (14) consecutive days, acts of God excepted. Each Owner of such a Lot shall be responsible for repairing at Owner's expense all and any damage to Common Areas caused by its contractors, subcontractors, agents, and employees. The construction of all Single Family Homes and other structures and improvements on any Lot which is to contain same shall be completed within 7 months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder. Residences may not be temporarily or permanently occupied until completed (completion of the home is defined as having received a Certificate of Occupancy). During the continuance of construction of any Single Family Home, the Owner of same shall require the contractor to maintain the Lot in a clear and uncluttered condition. Clean up and removal of all boxes, trash or debris of any kind shall be performed on a regular basis. No loose trash will be permitted to be strewn about the Property at any time. Any contractor who disregards this clean-up requirement will be, without recourse against the ARC, Declarant or the Association, subject to immediate suspension of his work until he complies with the clean-up requirement in every respect. Contractors who continue to disregard this clean-up requirement may be permanently removed from the Property without recourse against the ARC, Declarant or the Association.

Upon completion of construction of any Single Family Home, the Owner of same shall cause the contractor to immediately remove all equipment, tools and construction materials from the Lot. Any damage to roads, curbs or property owned by others caused by any such Owner's contractor or other parties providing labor or services to said Owner shall be repaired by said Owner or by the Declarant at Owner's expense.

Section 6. Assignment. Declarant expressly reserves the right to assign any or all of the duties, powers, functions, and approval authority set forth herein to any assignee in Declarant's sole discretion.

Section 7. Limitation of Approval. No approval of plans or specifications by the ARC shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall, in no event, be construed as representing or guaranteeing that any Residence or improvement thereto will be built in a good and workmanlike manner. The ARC shall not be responsible for or liable for any defects in any plans or specifications submitted, revised, or approved under these covenants nor for any defects in construction pursuant to such plans and specifications. The Owner shall have sole responsibility for compliance with the restrictions set forth herein and does hereby hold the ARC harmless for any failure thereof caused by the Owner's architect, builder or contractor.

Section 8. Litter. It shall be the responsibility of each Owner of each Lot and tenant thereof to prevent the accumulation of litter, trash, packing crates, or unkempt condition of buildings or grounds on its Lot, or to permit accumulations, which shall tend to substantially decrease the beauty of the Lot or community as a whole. No loose trash will be permitted to be strewn about the Property at any time. Garbage containers must be kept out of sight from the street, except during collection hours.

Section 9. Access Ramp. Any Owner of a Lot may construct an access ramp if a resident or occupant of the Lot has a medical necessity or disability that requires a ramp for egress and ingress under the following conditions:

(a) The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.

(b) Plans for the ramp must be submitted in advance to the ARC. The ARC may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

(c) The Owner of the Lot must submit to the Association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the Lot requiring the access ramp. Certification used for Section 320.0848, Florida Statutes, as amended from time to time, shall be sufficient to meet the affidavit requirement.

## **ARTICLE IX**

### **USE RESTRICTIONS**

The Property, which shall include all Lots that result from the subdividing and platting of the parcel owned by the Declarant and all common areas or tracts, shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Declarant and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or



persons violating or attempting to violate any such covenants including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating the restrictions the costs incurred by such prevailing party, including reasonable attorney's fees and disbursements incurred through all appellate levels. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenants and provisions, contained herein, which shall remain in full force and effect.

Section 2. Residential Lots. All Lots included within the Property and the Community to which these restrictions pertain shall be known and described as residential Lots. No structure shall be erected, altered, placed or permitted to remain on any of said Lots other than one Single-Family Home and any ancillary residential structures approved by the Board on all Lots containing Single-Family Homes, or a Townhome on all Lots containing Townhomes. No Lot or any part thereof shall be used for any business, commercial or public purpose.

Section 3. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the Declarant or the Association, or any assignee of the Declarant or the Association, as authorized by the issuance of a permit from the St. Johns River Water Management District, as applicable, in dredging the water areas, creating land areas from water areas, or creating, excavating or maintaining drainage or other facilities or easements, and/or the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 4. Laundry Drying or Hanging. The outside drying or hanging of laundry is expressly prohibited on any and all portions of the Property.

Section 5. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (HAM) antennas shall be permitted except as approved in writing by the Association; provided, however, that a satellite television reception dish 18 inches or less in diameter shall be permitted without approval by the Association if the same is so located that it cannot be seen from any street and is shielded from view from any adjoining Lot. The Association will approve an outside antenna, antenna pole, antenna mast, satellite television reception device, electronic device, antenna tower or citizen's band (CB) or amateur band (HAM) antenna only if it is so located that it cannot be seen from any street and is shielded from view from any adjoining Lot. Any permanent flagpole or flagpole affixed to a Residence for display of the American flag or any other flag shall be permitted only if first approved in writing by the Association, as to its design, height, location and type of flag. Notwithstanding the foregoing, any Member may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day official flags not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard in a respectful manner.

Section 6. Games and Play Structures. All game and play structures, including basketball hoops and backboards, shall only be located on Lots containing Single Family Homes, and shall only be located on such Lots at the side or rear of the dwelling improvement, or at the rear of the dwelling improvement of the corner Lots. Tree house or platforms of a like kind or nature shall not be constructed on any part of Lots containing Single Family Homes where such a structure would be located in front of the rear line of the dwelling improvement constructed thereon. On Lots containing Townhomes, no individual game or play structures including but not limited to basketball hoops and backboards, skate board ramps and trampolines, swing sets, tree houses or platforms shall be located on any portion of such Lots other than those installed by Declarant or authorized by the Association.

Section 7. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's or the Declarant's prior written consent.

Section 8. Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the owner that the improvement will not be repaired or replaced promptly, shall clear the damaged improvement and grass over and landscape such Lot in a sightly manner consistent with the Declarant's plan for beautification of the Property. A destroyed improvement shall only be replaced with an improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the Association is obtained.

Section 9. Irrigation Wells. Irrigation wells other than those installed by Declarant or the Association, for the purposes of providing groundwater for lawns, shrubs and other landscape materials shall not be permitted for individual Single-Family Lot or Townhome Lot Owners.

Section 10. Insurance Rates. Nothing shall be done or kept on any Common Area, which shall increase the insurance rates of the Association without the prior written consent of the Board of Directors.

Section 11. Stormwater Management System.

(a) The Association shall operate, maintain, repair and manage the Surface Water or Stormwater Management System(s) in a manner consistent with St. Johns River Water Management District Permit requirements, any and all applicable District and City of Groveland rules, and the restrictions and covenants contained herein which relate to the Surface Water or Stormwater Management System. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by St. Johns River Water Management District and the City of Groveland. The Association shall be responsible for such maintenance, repair and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved in writing by the St. Johns River Water Management District, their successors or assigns and by the City of Groveland.

(b) No structure of any kind shall be constructed or erected within, 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 any drainage areas or the Surface Water/Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, and the St. Johns River Water Management District, its successors or assigns, and the City of Groveland.

(c) The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District and City of Groveland Permits. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District or the City of Groveland.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water/Stormwater Management System. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage area or the Surface Water/Stormwater Management Systems that have been or may be created by easement without the prior written consent of the Association, and the St. Johns River Water Management District, its successors and assigns, and the City of Groveland.

(e) The St. Johns River Water Management District, its successors or assigns, and City of Groveland shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water/Stormwater Management System.

(f) The Declarant has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

Section 12. Conservation Easement Areas. "Conservation Easement Area" means those portions of Tracts W and Y as shown on the Plat which are subject to certain Conservation Easements. The Conservation Easement Areas are subject to a Conservation Easement pursuant to Section 704.06, Florida Statutes, in favor of the St. Johns River Water

Management District, for the purpose of maintaining the Conservation Easement Areas in their predominantly natural condition. The Conservation Easement is or shall be recorded in the Public Records of Lake County, Florida.

In furtherance of this Conservation Easement, all the following uses in the Conservation Easement Area are hereby prohibited without the prior written consent of the St. Johns River Water Management District, its successors or assigns:

- (a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground in the Conservation Easement Area.
- (b) The dumping or placing of soil or other substance or material as landfill or the dumping or placing of trash, waste or unsightly or offensive materials.
- (c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Area. No removal, clearing, mowing or destruction of trees, shrubs or other vegetation is permitted within the Conservation Easement Area without the prior written consent of the St. Johns River Water Management District.
- (d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Area.
- (e) Surface use, except for purposes that permit the land or water area to remain in predominantly natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

The Conservation Easement Area hereby created shall be perpetual.

The St. Johns River Water Management District, its successors or assigns, shall have the right to enter upon the Conservation Easement Area at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Association and all subsequent owners of the Conservation Easement Area shall be responsible for the periodic removal of trash and other debris, which may accumulate in such Conservation Easement Area.

The Association and all subsequent owners of the Conservation Easement Area reserves onto itself, and its successors and assigns, all rights accruing from its ownership of the

Conservation Easement Areas, including, without limitation, the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Area that are not expressly prohibited herein and are not inconsistent with the purpose of the Conservation Easement.

The prohibitions and restrictions upon the Conservation Easement Area as set forth in this section may be enforced by St. Johns River Water Management District or its successor agency by proceeding at law or in equity including, without limitation, actions for injunctive relief. The provisions of the Conservation Easement Area restriction may not be amended without prior approval from St. Johns River Water Management District, its successors or assigns.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Area, and shall be binding upon and shall inure to the benefit of the St. Johns River Water Management District and its successors and assigns. Upon conveyance by the Declarant to third parties of any land affected by this easement, the Declarant shall have no further liability or responsibility hereunder, provided the Conservation Easement covering the Conservation Easement Area is properly recorded.

(i) Lot Owners or the Developer may construct and maintain boardwalks from the Lots to the perimeter canals, subject to the following restrictions:

- The square footage of the Lot Owners boardwalks will meet the provisions of the exemption criteria in 40C-4.051 (12)(f), F.A.C.
- Boardwalks construction standards are proposed to ensure that impacts to the proposed upland buffer enhancement areas will be minimized.
- The boardwalks shall be limited to a maximum width of four (4) feet;
- The decking design and construction shall ensure maximum light penetration, with full consideration of safety and practicability.
- The boardwalks will have a vertical height above the upland buffer enhancement areas of at least 2-feet in order to minimize any potential shading.
- The boardwalks shall meet all other governmental permitting requirements.
- Notwithstanding anything herein to the contrary, the Boardwalks described in this paragraph shall not be allowed within Conservation Easement Areas CE-3 and WDA-‘E’, which shall be allowed only

mitigation activities as authorized by SJRWMD  
Permit No. 4-069-92679-1.

- Upon construction of boardwalks pursuant to this paragraph, bank stabilization measures such as riprap or soil cement shall be utilized underneath the boardwalk to prevent erosion.

Section 13. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets 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 other Owner. No pet shall be allowed outside a Lot except on a leash. No owner of any pet shall be permitted to allow its pets to place or have excretions on any portion of the Property other than the Lot of the Owner. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the Association and their owners shall be held accountable for their actions. Commercial activities involving pets shall not be allowed. No greater than three (3) pets may be kept or permitted to be kept on any Lot, except that for dogs 50 pounds or over, the limitation shall be two. Any pets kept or permitted to be kept on any Lot shall be kept in compliance with applicable Code of the City of Groveland.

Section 14. No Hunting Permitted. All hunting or shooting within the subdivision is hereby prohibited.

Section 15. Signs. No signs, except (i) a "For Sale" sign not exceeding four square feet in surface area; (ii) one sign of not more than one (1) square foot used to indicate the name of resident; and (iii) a sign of reasonable size provided by a contractor for security services within ten (10) feet of the entrance to the home, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the Declarant specifically reserves the right for itself, its successors, nominees and assigns and the Association to place and maintain any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of the Association and its Members, in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property.

Section 16. Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. All garbage and trash containers must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street. No oil tanks or bottled gas tanks shall be allowed without the express written consent of the Board of Directors of the Association. Adequate landscaping shall be installed and maintained by the Owner to conceal the oil or bottled gas tanks. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. There shall be no burning of trash or other waste material. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 17. Commercial Vehicles, Boats, Personal Watercraft and Recreational Vehicles. No commercial vehicle, boats, personal watercraft, mobile home, motor home, house trailer or camper or other recreational vehicle or equipment, horse trailer or van, or the like,

shall be permitted to be parked or to be stored at any place on any portion of the Property, except as provided in this paragraph, unless they are parked within a garage. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles used for pickup, delivery and repair and maintenance of a Lot, nor to any vehicles of the Declarant, the Declarant's agents, employees or designees.

Any such vehicle, boat or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of such rules for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 18. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from the vehicle's immobilization or the vehicle must be removed.

Section 19. Parking. Vehicles shall not be parked in any front or side yard of any Lot except in areas designated as a driveway or parking area. Vehicles in disrepair shall not be stored on the Property. No passenger vehicle without current registration and license tag will be allowed on the Property or on any Owner's Lot. Owners and their visitors and guests and public or private service providers may use designated parking areas within the Community or paved streets for temporary parking of their vehicles. All Owners must either park in designated parking areas on their Lot or in their garages if they have a garage located on their Lot. Any vehicle parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle if it remains in violation of such rules for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period. 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 neither its removal nor failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind.

Section 20. Prohibited Structures. No accessory buildings shall be allowed on individual Lots containing Townhomes. No structure of a temporary character, including, but not limited to, trailers, tents, shacks, sheds, barns, tree houses or out buildings shall be parked or erected on the Property at any time without the express written permission of the Association or the Board of Directors.

Section 21. Above-Ground Pools. No above-ground pool shall be constructed or placed on any Lot, except that inflatable pools for small children are acceptable.

Section 22. Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by the Board of Directors, whose decision shall be final.

Section 23. Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence on the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a Special Assessment as provided in this Declaration. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other person.

Section 24. Short Term Rentals. Rentals of any Residence for a period of less than six (6) months shall be prohibited. Any change to this Section 24 reducing the minimum rental period to less than six (6) months shall require a two-thirds (2/3rds) majority of all Owners, such vote to be conducted in accordance with applicable provision of this Declaration, in addition to any other amendment requirements of this Declaration. Notwithstanding the foregoing, no modifications to this Section 24 shall be permitted prior to Transfer of Control and Turnover by the Declarant.

Section 25. Trash Containers. If a Lot Owner has a garage, that Owner's trash cans must be stored in their garage; provided, however, that trash cans may be stored outside the garage if they are screened from the street and if possible, from the adjoining Lot with a decorative fence, wall or landscaping to be approved by the ARC. If a Lot Owner does not have a garage, all trash cans must be screened from the street with a decorative fence, wall or landscaping or by some other method to be approved by the ARC.

Section 26. Other Restrictions Established by the Association. The Association shall have the authority, as hereinabove expressed, from time to time, to include within its promulgated residential planning criteria other restrictions, as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning promulgated by the Association. However, once the Association promulgates certain restrictions set forth herein, such restrictions shall be valid until the Association modifies, changes or promulgates new restrictions.

Section 27. Common Areas. Other than those improvements constructed by or temporarily stored by the Declarant, no improvements shall be constructed or removed upon any portion of the Common Areas without the approval of the Association.

(a) No activities constituting a nuisance shall be conducted upon any Common Area.



(b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.

(c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area, which shall be binding upon all Members of the Association.

(d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the real property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. All insurance policies shall be in the name of the Association and for the benefit of the Members and Owners and such other parties, as the Association deems necessary. The insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance, as they deem advisable.

(e) Except for those capital improvements made to the Common Area by the Declarant at its expense, at all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area, shall require the approval 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 unless such capital improvement is required by any Federal, State or local law or ordinance.

Section 28. Property Maintenance. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Association, including but not limited to landscaping, grass and shrubbery, the owner shall be notified and shall be given thirty (30) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorney's fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien in favor of an Institutional Lender.

Section 29. No Implied Waiver. The failure of the Association or the Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the Declarant or the Association, or any other person having an interest therein, of the Owner's or other party's requirement and obligation to abide by this Declaration.

Section 30. Imposition of Fines for Violations. It is acknowledged and agreed among all Members that a violation of any of the provisions of this Declaration by a Member or resident may impose irreparable harm to the other Members or residents. All Member's agree that a fine may be imposed by the Declarant or the Association for such violations in accordance with Article XI hereof.

Section 31. Association Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Association shall have the right and authority to waive such violation.

Section 32. Right of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant, its successors or assigns, shall have the right use the Property for ingress and egress thereover including the use of construction machinery and trucks thereon, and no person shall in any way impede or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Declarant may make such use of Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

Section 33. Declarant Exemption. Except as may be expressly provided to the contrary in this Declaration, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Declarant's plans for construction, repair, development, use, sale or other disposition of the Properties, or any part thereof. In order that the development of the Properties may be undertaken and the Properties established as a fully occupied community, neither any Owner, the Association, shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development, construction or repairs of the Properties, or the future development, construction or repairs thereof, if any, including without limitation, alteration of its construction plans and designs as Declarant deems advisable in the course of development (and all models or sketches showing plans for future development of the Properties, as same may be expanded, may be modified by the Declarant at any time and from time to time, without notice); or

(b) Prevent Declarant, its successors or assigns, or its contractors or subcontractors, from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said development, or any future development, and establishing the Properties as a community and disposing of the same by sale, lease, or otherwise; or

(c) Prevent Declarant, its successors or assigns, or its contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, its or their business or developing, subdividing, grading and constructing improvements in the Properties and of disposing of Residences, or interests therein, by sale, lease, or otherwise; or

(d) Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be initially constructed, or that may in the future be constructed, as part of the Properties; or

(e) Prevent Declarant, its successors or assigns, or its contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the operation or any portion of the Properties owned by Declarant (its successors or assigns) or the sale, lease or other marketing of Residences, or otherwise from taking such other actions as they deem appropriate; or

(f) Prevent Declarant from modifying, changing, reconfiguring, removing or otherwise altering any improvements located on the Common Areas; or

(g) Prevent Declarant from exercising or otherwise utilizing or benefiting from any future development rights or other reserved rights which it may have retained with respect to all or any portion of the Properties.

## **ARTICLE X**

### **SETBACK, LOCATION AND SIZE OF IMPROVEMENTS AND BUILDING RESTRICTIONS**

**Section 1. Use of Multiple Lots.** Nothing herein contained shall be construed to prohibit the use of more than one (1) Lot or portions of one (1) or more Lots as a single-residential building site, provided that such Lot would otherwise meet the requirements as to size, setback line and directional facing of said building as determined by the Declarant.

**Section 2. Setback Lines.** No building shall be erected on any Lot nearer to the front Lot line, nearer to the rear Lot line or nearer to the side street line than the building setbacks pursuant to the City of Groveland and/or Lake County Zoning Ordinance(s) specifically applicable to the Property. Any such building shall face toward the front line of the Lot except that buildings to be constructed on corner Lots or lakefront Lots shall face in the direction designated by the Declarant or the Architectural Review Committee. No building shall be located nearer to any interior side Lot line than the distance determined by applicable building and zoning codes.

**Section 3. Detached Building.** Detached buildings, if approved as provided in Article VIII, shall be of the same exterior material as the Single-Family Home and of a size no greater than 8' x 8' and shall be placed no nearer to any Lot line than the distance determined by applicable building and zoning codes. Townhomes shall not be permitted to have detached buildings located on their respective Lots.

Section 4. Walls, Fences and Hedges. Subject to approval by the Architectural Review Committee, fences may be permitted as follows:

- 1) With the exception of lots adjacent to conservation areas, canals, swales, retention ponds and lakes, rear yard fences shall have a maximum height of six (6) feet. All such rear yard fences must be constructed of tan PVC or other materials approved by the ARC. Chain link fences are not permitted.
- 2) Rear yard fences on lots adjacent to conservation areas, canals, swales, retention ponds or lakes shall have a maximum height of six (6) feet. All such rear yard fences must be constructed of black ornamental metal or other materials approved by the ARC.
- 3) With the exception of corner lots, rear yard fences are permitted from the rear of the lot to a point no farther forward than the midpoint of each side of the home. On corner lots, no walls, fence or hedge shall be erected closer to the street than the rear corner of the main body of the house. In addition, any fences greater than four feet (4') in height shall be setback twenty-five (25) feet on the corner lot sides, subject to the City of Groveland and/or Lake County permit requirements.
- 4) All fence heights are measured from the base of the fence at ground level to the highest point of the fence. The ground shall not be raised or filled where the fence is located without ARC approval.
- 5) To the extent any Owner constructs or causes to be constructed on such Owner's Lot a fence or other structure that connects to a Privacy Wall, it shall be no higher than the Privacy Wall to which it connects.
- 6) All fences constructed on Lots containing Townhomes shall have a gated entrance along the rear Lot line.

Section 5. Driveways. The total area of all driveways shall be paved with materials approved by the ARC. All driveways on Lots containing Single-Family Homes shall be able to accommodate two (2) full-size cars parked side by side in the parking area of the driveway.

Section 6. Lot Splits. No Lot shall be split so as to face in any direction other than what is shown on any recorded plat nor shall it be split so as to make any building site smaller than is provided for herein and pursuant to the City of Groveland and/or Lake County Planning and Building Code.

Section 7. Size of Residences. No Single-Family Home shall be constructed containing less than 1500 square feet of heated and air-conditioned space exclusive of porches, garages and breezeways. In computing the square footage of any Single-Family Home containing a basement, which is finished and heated, one-half (½) credit shall be given. Exceptions to these limitations may be granted by the Architectural Review Committee if, in the

opinion of the Committee, the proposed Single-Family Home would be in keeping with the overall concept of the subdivision.

Section 8. Roof Pitches. Roof pitches for Single-Family Homes shall be at least four-twelfths (4/12) unless approval is given by the Architectural Committee for a lower pitch on a specific set of plans. Porch pitches for Single-Family Homes may be three-twelfths (3/12).

Section 9. Slabs. Single Family Homes may be built on slabs, subject to approval by the Architectural Review Committee.

Section 10. Temporary Fencing. Declarant has the right to install temporary barricade fencing.

Section 11. Garages. No Single Family Home shall be constructed without having at minimum a double car garage. All garages shall remain permanently as functional automobile garages.

Section 12. Mailboxes. All Residences shall have a special mailbox, which will be supplied by the Declarant at Owner's expense. Mailboxes shall be maintained in good state of repair by Owner at all times. No changes are to be made to the original style, design or color of the mailbox or post.

Section 13. Removal of Trees. The removal of any trees in excess of three (3) inches in diameter at a height of three (3) feet above ground level shall require the prior approval of the Architectural Review Committee. No trees may be removed until final building plans have been approved by the Architectural Review Committee, subject to applicable code of Lake County and/or the City of Groveland.

In addition, trees located within any Landscape Area shall be maintained and protected by the Association, and such trees shall not be removed. It shall be the duty of the Owner of any Single-Family Lot to reasonably regulate and effectively control excessive growth and accumulation of weeds, undergrowth, or other dead or living plant life within any landscape easement area which is located on any Lot containing a Single-Family Home.

Section 14. Building Permits. No buildings, fences or improvements shall be erected on any Lot or Common Area without permit(s) as required by the Lake County and/or the City of Groveland or any other appropriate governmental or quasi-governmental agency.

Section 15. Boat Docks. The construction of boat docks is permitted on some Lots, subject to certain design and development guidelines, application and review procedures and building criteria, promulgated by the Declarant and attached hereto as **Exhibit "E"** (the "Dock Guidelines"), and incorporated herein by this reference. The Dock Guidelines are hereby promulgated on behalf of the Association and shall be binding upon all Owners, builders, developers, and contractors, such that any and all boat docks constructed within the Property shall be constructed in conformance with the Dock Guidelines. The Declarant, its successor and assigns, shall have sole and full authority to prepare and to amend, from time to time, the Dock Guidelines.

## **ARTICLE XI**

### **PARTY WALLS**

**Section 1. General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the Townhomes upon the property and placed on the dividing line between the Lots shall constitute a "Party Wall" and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Townhome Owners who make use of the Party Wall in proportion to such use.

**Section 3. Destruction by Fire or Other Casualty.** If a Party Wall is destroyed or damaged by fire or other casualty, any Townhome Owner who has used the Party Wall may restore it, and if the other Townhome Owners thereafter make use of the Party Wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Townhome Owners to demand a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 4. Negligence.** Notwithstanding any other provision of this Article, a Townhome Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5. Right to Contribution Runs with the Land.** The right of any Townhome Owner to contribution from the other Townhome Owner under this Article shall be appurtenant to the land and shall pass to such Townhome Owner's successors in title.

**Section 6. Arbitration.** In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all arbitrators.

## **ARTICLE XII**

### **ENFORCEMENT OF NON-MONETARY DEFAULTS**

**Section 1. Non-monetary Default.** In the event of a violation by any Members or Owner (other than the non-payment of any Assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the violation is not capable of being cured within the seven (7) day period, or if the Member or Owner fails to commence and diligently proceed to completely cure as soon as practical, the Association may, at its option:

(a) Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) Damages. Commence an action to recover damages; and/or

(c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Association.

(d) Fines. Impose a fine or fines pursuant to Article X, Section 2 of this Declaration.

Section 2. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors or the Association, a fine or fines may be imposed upon a Member for failure of a Member, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein and rules or regulations promulgated under the Articles of Incorporation or Bylaws of the Association, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Member of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Member shall present reasons why penalties should not be imposed.

(b) Hearing. The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Member no later than 21 days after the Board of Director's meeting.

(c) Appeal. Any person aggrieved by the decision of the Board of Directors as to a non-compliance may, upon written request to the Board filed within seven (7) days of the Board's decision, file an appeal. An appeals committee will be appointed by the Board within seven (7) days of the request and shall consist of three (3) non-interested members of the Association. The appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the aggrieved person. In no case shall the appeals committee's findings be binding on either Party; however, the Board may elect to review its decision in light of the findings of the appeals committee. A failure of an Member to file an appeal shall be deemed to be a waiver of any further legal remedies relating to the infraction.

(d) Penalties. The Board of Directors may impose fines as follows:

(i) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

(iii) Third and subsequent non-compliance, or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(e) Payment of Penalties. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment.

(f) Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association, except that such Fines shall not become a lien against the Member's Lot.

(g) Application. All monies received from fines shall be allocated for the benefit of the Association as directed by the Board of Directors.

(h) Nonexclusive Remedy. These fines 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; however, any penalty paid by the offending Member shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Member.

Section 3. Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Member, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be treated as Special Assessments under this Article or Article VII.

Section 4. Late Fees. Any remedy sought by the Declarant or Association shall be subject to a late fee as set by the Board of Directors which shall bear an interest rate of twelve percent (12%) per annum.

Section 5. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of Association to enforce such right, provisions, covenant, or condition in the future.

Section 6. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to be constitute an election or remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 7. Enforcement By or Against Persons. In addition to the foregoing, the Declaration may be enforced by the Declarant, the Association, or any Member by any procedure at law or in equity against any Person violating or attempting to violate any provisions herein, to restrain any 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 the Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, costs and disbursements through the appellate level.

Section 8. Enforcement by St. Johns River Water Management District. St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System or any Consumptive Use Permit(s).

Section 9. Certificate as to Default. Upon request by any Member, Owner or mortgager holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Member or Owner is in default with respect to compliance with the terms and provisions of this Declaration.

Section 10. Dispute Resolution. Disputes between the Association and a Member regarding use of or changes to a Lot or the Common Areas and other covenant enforcement disputes, disputes regarding amendments to the Governing Documents, disputes regarding meetings of the Board and committees appointed by the Board, membership meetings not including election meetings, and access to the official records of the Association shall be filed with the Florida Department of Business and Professional Regulation for mandatory mediation pursuant to Section 720.311(2), Florida Statutes, as amended from time to time, before the dispute is filed in court.

### **ARTICLE XIII**

#### **INDEMNIFICATION**

Section 1. Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of no lo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or

not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a Director, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and costs and appellate attorneys' fees and costs) actually and reasonably incurred by him in connection therewith.

(b) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, the Bylaws, agreement, vote of Members or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board of Directors, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this article.

## **ARTICLE XIV**

### **GENERAL PROVISIONS**

Section 1. Assignment of Rights and Duties to the Association. The Declarant may at any time assign and delegate to the Association all or any portion of the Declarant's rights, title, interest, duties or obligations created by this Declaration. It is understood that the Association has been formed as a property owner's association in order to effectuate the intent of the Declarant for the proper development, operation and management of the Property. Wherever herein the Declarant, the Association, or both are given the right, duty or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by the Declarant or the Association, until such time as the Declarant is divested of all of its interest in any of the Property, or has terminated its interest in the Property. Thereafter, all rights, duties and obligations of the Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

Section 2. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall remain in full force and effect until terminated in accordance with provisions set out herein.

Section 3. Enforcement. The Association, or any Member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration.

Failure by the Association or by any Member to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court shall in no way effect any other provisions which shall remain in full force and effect.

Section 5. Term; Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restriction, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time by the holders of at least two-thirds (2/3) of the votes in the Association (without regard to class) either (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same recorded in the Public Records of Lake County. Any proposed amendment may be initiated by Declarant, the Association, or petition signed by ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment, or the certified copy of the duly adopted resolution, among the Public Records of Lake County. Notwithstanding the foregoing, so long as the Declarant is the Owner of any Lot affected by this Declaration, the Declarant's consent must be obtained if such amendment, in the sole opinion of the Declarant, affects its interest. The foregoing sentence may not be amended. No provision of this Declaration may be amended if such provision is required to be included herein by any law. Without limiting the generality of the foregoing, Declarant specifically reserves the right to amend this Declaration in order to comply with the requirements of the Federal Housing Administration, Veterans Administration, St. Johns River Water Management District or Federal National Mortgage Association. As long as there is Class B membership, as that term is defined in Article III Section 2 hereof, the Federal Housing Administration or Veterans Administration must approve any amendment to this Declaration other than those to correct scrivener's errors or clarify any ambiguities herein. The Declarant shall have the right at any time within 6 years from the date hereof to amend this Declaration to correct scrivener's error and to clarify any ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any institutional Lender without their written consent. In addition to the rights contained in this Section, the Declarant shall also have the right at any time to unilaterally amend this Declaration without any consent or approvals of the Association or any members of the Association or any Owners of any Lots, provided the purpose of such an amendment is to provide for the payment of assessments to the Association for any of the purposes of the Association as more particularly described herein. Any

amendment to the Declaration which alters any provision related to the EFBD (as hereinafter defined) must have the prior approval of the City of Groveland.

ANY AMENDMENT TO THE DECLARATION WHICH ALTERS ANY PROVISION RELATING TO THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREAS, OR ANY PROPOSED AMENDMENT TO THIS DECLARATION THAT WOULD RESULT IN NONCOMPLIANCE WITH ANY PERMIT ISSUED BY THE SJRWMD, INCLUDING BUT NOT LIMITED TO CONSUMPTIVE USE PERMITS, MUST HAVE THE PRIOR WRITTEN APPROVAL OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, ITS SUCCESSORS OR ASSIGNS. NO AMENDMENT TO THE DECLARATION SHALL BE APPROVED WHICH CONFLICTS WITH ANY LAND USE APPROVAL OR PERMITS GRANTED BY LAKE COUNTY/THE CITY OF GROVELAND OR WHICH CONFLICT WITH THE CODE OF ORDINANCES OR UNIFORM LAND DEVELOPMENT REGULATIONS OF LAKE COUNTY/THE CITY OF GROVELAND.

Section 6. Dissolution of the Association. In the event of a permanent dissolution of the Association, (i) all assets of the Association shall be conveyed to a non-profit organization with similar purposes approved by the Lake County Commission and acceptable to the St. Johns River Water Management District, or (ii) all Association assets may be dedicated to Lake County or the City of Groveland, Lake County, Florida, or any applicable municipal or other governmental authority to the extent such governmental entity is willing to accept such assets and is willing to assume the Association's obligation arising hereunder. Said successor non-profit organization or governmental entity shall pursuant to this Declaration provide for the continued maintenance and upkeep of the Common Areas, including without limitations the Surface Water Management System, the Property and such other property as may be contemplated herein.

Section 7. Communication. All communication from individual Members to the Declarant, its successors or assigns, the Board of Directors of the Association, or any Officer of the Association, shall be in writing.

Section 8. 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 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 9. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, which shall take precedence over the Bylaws.

Section 10. Usage. Whenever used herein the singular number shall include the plural and the singular, and the use of any gender shall include all genders.

Section 11. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in Lake County, Florida.

Section 12. Notice of Conveyances. Until the Association is turned over to the Members, the Owner of each Lot shall cause written notice to be delivered to the Declarant upon the conveyance of any Lot, advising Declarant of the conveyance.

Section 13. FHA/VA Approval. Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of Additional Land, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Area, dedication to the public of any Common Area, any amendment to this Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on dwellings in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained.

Section 14. Educational Facility Benefit District. The Owners of all Lots shall be participants in the Educational Facility Benefit District ("EFBD") to be established between the City of Groveland and the Lake County School Board. Each Owner agrees, by acceptance of a deed or other instrument conveying title to any Lot, for itself, its successors or assigns and grantees, to execute all documents necessary and make such other written joinder or consent to any petition or request for the establishment of such EFBD at the City of Groveland's or the Lake County School Board's request to enable the establishment of such EFBD, and each Owner will pay any and all fees, rates, charges, taxes and assessments imposed by the EFBD and will abide by its applicable regulations, as they may be amended from time to time.

Section 15. Crystal Lake Use Restrictions. Crystal Lake is the central lake to the Property, consisting of approximately 200 acres. Crystal Lake is a Class III waterbody and shall be subject to and regulated pursuant to all applicable regulations for Class III waterbodies in the state of Florida; provided, however, the entire waterbody of Crystal Lake shall be a no-wake zone.

Further, Crystal Lake shall be monitored by the Association for water quality pursuant to the SJRWMD permit requirements. To the extent such monitoring is not required by the SJRWMD Permit, the Association shall monitor Crystal Lake's water quality at least once annually. If such water quality monitoring shows the water quality in Crystal Lake has dropped below Class III water quality standards as defined by the Chapter 40, Florida Administrative Code, as amended, the following protocol shall be immediately implemented:

(a) Crystal Lake shall be retested within 14 days of receipt of results by the Association which indicates the water quality in Crystal Lake has dropped below Class III standards.

(b) If the second test indicates Crystal Lake water quality does meet Class III standards, then a third test shall be undertaken within 30 days of receipt by the Association of the second test. If the third test indicates Crystal Lake water quality does meet Class III standards, then the normal testing schedule pursuant to the SJRWMD permit and this Declaration shall be resumed.

(c) If the second test or third test pursuant to subparagraph (b) above indicates Crystal Lake water quality does not meet Class III standards, the Association shall immediately (1) suspend all recreational use of Crystal Lake and no recreational use shall be allowed unless and until water quality testing indicates water quality in Crystal Lake meets Class III standards; and (2) develop and implement a corrective action plan to restore Crystal Lake to Class III standards; however, if such plan is found to be financially, scientifically or technically unfeasible, the Association is not required to implement such plan. No recreational use of Crystal Lake shall be allowed until Crystal Lake is shown by water quality testing to meet Class III standards.

Section 16. Development Secondary Impact Abatement and Mitigation Requirements.

The St. Johns River Water Management District Permit governing the construction and operation of the Property, including but not limited to the Stormwater Management System, contains certain requirements of the Association, Declarant and Owners. These requirements include but may not be limited to:

- (a) Limiting Owner's boats to 4-stroke (4-cycle) or electric motors only in the perimeter canals, and electric motors or a maximum of 10 horsepower gasoline motors (2 or 4-stroke) only in Crystal Lake;
- (b) the use of petroleum-absorbing socks/booms within the perimeter canal;
- (c) "no wake" signage along the perimeter canal and in/along Crystal Lake;
- (d) staff gauges, navigational aids, and signage to limit access between the perimeter canal and the Palatlahaha River through the east-central aquatic vegetation removal area (authorized by FDEP Permit SW-02-302), and to certain water elevations;
- (e) requiring directional and low-wattage lighting for residents and Owners, and along the boardwalks, docks, and roadways which are adjacent or near wetlands, lakes or canals;
- (f) planting of uplands adjacent to the Palatlahaha River with native vegetation; and
- (g) no boats or watercraft shall be stored for more than 12 hours continuously in the water, either in Crystal Lake or the perimeter canals.

These methods are designed to reduce adverse impacts to adjacent wetland functions due to noise, lighting, spread of nuisance species, propeller dredging, turbidity and pollution; and as such are in the best interests of the Property, the Association, and the Owners. Accordingly, it is the Owners and residents responsibility to comply with all restrictions and requirements contained in all permits from jurisdictional agencies, including but not limited to the requirements of the SJRWMD permit described herein. Such requirements include maintenance by the Association of all Conservation Areas, signage, low-wattage lighting, socks/booms, and any other maintenance required by the SJRWMD permit or this Declaration. Any violation by an Owner or resident is a violation of this Declaration and shall be enforced by the Association pursuant to this Declaration.

Section 17. Boat Launching Restrictions. No Owner or resident may launch a boat within the Property except as expressly permitted hereby or by the SJRWMD Permit; however, canoes and other small craft may be launched by hand into the perimeter canals, pursuant to and limited by the requirements of the SJRWMD Permit for the Property, as amended, and this Declaration.

Section 18. Boat Docks/Davits Use. Docks and davits are expressly prohibited on Crystal Lake, except that on Lots which contain a sea wall constructed and installed by the Declarant, davits may be permitted with the prior written permission of the Board. Some canal-front Lots are equipped, or may be equipped, with boat davits and/or docks to allow storage and launching of boats from such Lots. On such canal-front Lots, boats must be stored on the davits, with the davits locked in a position such that the boat is not stored directly in water. Pursuant to Section 17 above, no boat launching other than small craft is allowed within the Property.

Section 19. Airboat Prohibition. Airboats shall be prohibited from use either on Crystal Lake or on the perimeter canals or any other portion of the Property. Without limitation on any remedy authorized herein, the Association shall enforce this Section through signage, adoption of fines for Owners, guests and invitees, and any other reasonable means.

## **ARTICLE XV**

### **TURNOVER**

Section 1. Time of Turnover. The Turnover of the Association by the Declarant shall occur at the Turnover meeting described in Section 2 below, upon the earlier to occur any of the following events:

- (a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or
- (b) the date exactly ten (10) years after the recording of this Declaration; or
- (c) at the election of the Declarant (whereupon Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or
- (d) three (3) months after 90% of the Lots have been conveyed to Owners, including those Lots to be constructed in future planned phases of the development on adjacent lands owned or controlled by Declarant.

Section 2. Procedure of Calling Turnover Meeting. The purposed of the Turnover meeting shall be to elect directors of the Association. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A Members of the date, location, and purpose of the Turnover meeting.

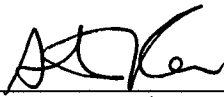

Section 3. Transfer of Control. Except as otherwise provided below, or as otherwise set forth elsewhere in this Declaration, Transfer of Control shall occur simultaneously with Turnover, and no further action shall be required of Declarant hereunder to evidence, in the

Public Records or otherwise, the occurrence of the Transfer of Control. In the event that Transfer of Control occurs prior to Turnover, then Transfer of Control shall be evidenced by written notice from Declarant to the Association.

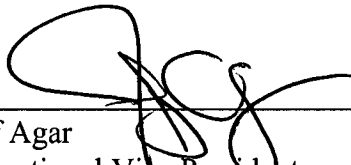


IN WITNESS WHEREOF, the undersigned, being the Declarant has hereunto set its hand and seal the day and year first above written.

WITNESSES:

  
Print Name: Steve Kassar  
  
Print Name: Diana Moussalli

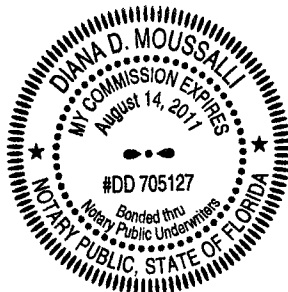
THE RYLAND GROUP, INC.,  
a Maryland corporation


By:   
Jeff Agar  
Operational Vice President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25 day of November, 2008, by Jeff Agar, as the Operational Vice President of THE RYLAND GROUP, INC., a Maryland corporation, who ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.



  
Signature of Notary Public  
Diana D. Moussalli  
Print name of Notary Public  
Notary Public State of Florida  
My Commission Expires: 8-14-2011

**EXHIBIT "A"**  
("Property")

DESCRIPTION:

Commence at the Northwest corner of Section 22, Township 22 South, Range 25 East, Lake County, Florida, thence run S 87°52'09" E along the North line of the Northwest 1/4 of said Section 22 for a distance of 667.67 feet to the Northwest corner of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence run S 01°21'25" W along the West line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22 for a distance of 1330.78 feet to the South line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence run S 87°50'02" E along said South line for a distance of 664.79 feet to the West line of the East 1/2 of the Northwest 1/4 of said Section 22; thence run S 01°28'53" W along said West line for a distance of 1218.89 feet to the North right of way line of State Road No. 50; thence run S 88°48'17" E along said North right of way line for a distance of 87.13 feet to the POINT OF BEGINNING; thence run N 00°20'50" E for a distance of 70.79 feet; thence run N 90°00'00" E for a distance of 129.87 feet; thence run S 00°00'00" W for a distance of 20.85 feet; thence run S 01°11'43" W for a distance of 52.65 feet to the North right of way line of State Road No. 50; thence run N 88°48'17" W along said North right of way line for a distance of 129.23 feet to the Point of Beginning.

AND

Commence at the Northwest corner of Section 22, Township 22 South, Range 25 East, Lake County, Florida, thence run S 87°52'09" E along the North line of the Northwest 1/4 of said Section 22 for a distance of 667.67 feet to the Northwest corner of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence run S 01°21'25" W along the West line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22 for a distance of 1330.78 feet to the South line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence run S 87°50'02" E along said South line for a distance of 664.79 feet to the West line of the East 1/2 of the Northwest 1/4 of said Section 22; thence run S 01°28'53" W along said West line for a distance of 1218.89 feet to the North right of way line of State Road No. 50; thence run S 88°48'17" E along said North right of way line for a distance of 1014.01 feet; thence run N 88°54'17" E along said North right of way line for a distance of 357.69 feet to the POINT OF BEGINNING; thence continue along said North right of way line the following courses and distances: thence run N 88°54'17" E for a distance of 142.71 feet; thence run S 88°48'17" E for a distance of 700.00 feet; thence run S 86°19'11" E for a distance of 576.59 feet to the beginning of a non-tangent curve concave to the Southwest, having a radius of 5849.65 feet and a chord bearing of S 83°12'45" E; thence run Southeasterly along the arc of said non-tangent curve for a distance of 1141.88 feet through a central angle of 11°11'04"; thence leaving said North right of way line run N 09°04'47" E for a distance of 465.12 feet; thence run N 85°09'13" E for a distance of 232.30 feet to the beginning of a tangent curve concave to the South, having a radius of 475.00 feet and a chord bearing of N 88°05'42" E; thence run Easterly along the arc of said curve 48.77 feet through a central angle of 05°52'57" to the end of said curve; thence run S 88°57'50" E for a distance of 175.80 feet to the beginning of a tangent curve

concave to the Southwest, having a radius of 475.00 feet and a chord bearing of S 77°35'36" E; thence run Southeasterly along the arc of said tangent curve for a distance of 188.53 feet through a central angle of 22°44'28" to the end of said curve; thence run S 66°13'22" E for a distance of 137.71 feet to the beginning of a tangent curve concave to the West, having a radius of 150.00 feet and a chord bearing of S 07°28'08" E; thence run Southeasterly and Southwesterly along the arc of said curve for a distance of 307.63 feet through a central angle of 117°30'28" to the end of said curve; thence run S 51°17'06" W for a distance of 139.12 feet to the beginning of a tangent curve concave to the Southeast, having a radius of 550.00 feet and a chord bearing of S 37°32'38" W; thence run Southwesterly along the arc of said tangent curve for a distance of 263.81 feet through a central angle of 27°28'57" to a point on the North right of way line of State Road No. 50, said point being the beginning of a non-tangent curve concave to the Southwest, having a radius of 5849.65 feet and a chord bearing of S 71°01'23" E; thence run Southeasterly along said North right of way line and the arc of said non-tangent curve for a distance of 93.49 feet through a central angle of 00°54'56"; thence run S 19°26'06" W along said North right of way line for a distance of 20.00 feet to the beginning of a non-tangent curve concave to the Southwest, having a radius of 5829.65 feet and a chord bearing of S 70°32'17" E; thence run Southeasterly along said North right of way line and the arc of said non-tangent curve for a distance of 5.49 feet through a central angle of 00°03'14" to the beginning of a non-tangent curve concave to the Southeast, having a radius of 450.00 feet and a chord bearing of N 32°56'43" E; thence leaving said North right of way line run Northeasterly along the arc of said curve 166.94 feet through a central angle of 21°15'20" to the end of said curve; thence run N 43°34'23" E for a distance of 69.45 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 500.00 feet and a chord bearing of N 40°54'14" E; thence run Northeasterly along the arc of said curve for a distance of 46.59 feet through a central angle of 05°20'18" to the end of said curve; thence run S 01°42'00" W for a distance of 42.37 feet; thence run S 48°01'21" E for a distance of 108.02 feet to the beginning of a tangent curve concave to the Northeast, having a radius of 75.00 feet, and a chord bearing of S 36°19'27" E; thence run Southeasterly along the arc of said tangent curve for a distance of 48.24 feet through a central angle of 36°51'22" to the end of said curve; thence run S 54°45'08" E for a distance of 8.46 feet to the beginning of a tangent curve concave to the North, having a radius of 100.00 feet and a chord bearing of S 80°37'44" E; thence run Southeasterly along the arc of said curve for a distance of 90.33 feet through a central angle of 51°45'13" to the end of said curve; thence run S 37°20'15" W for a distance of 188.35 feet to a point on the North right of way line of State Road No. 50, said point being on a curve concave to the Southwest, having a radius of 5829.65 feet and a chord bearing of S 66°22'55" E; thence run Southeasterly along the arc of said curve and said North right of way line for a distance of 295.51 feet through a central angle of 02°54'16"; thence run S 64°55'47" E along said North right of way line for a distance of 150.50 feet to the East line of Tract 34, GROVELAND FARMS, according to the plat thereof, as recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida, lying in Section 23, Township 22 South, Range 25 East, Lake County, Florida; thence run N 02°09'06" E along said East line of Tract 34 and the East line of Tract 31 said GROVELAND FARMS for a distance of 604.56 feet to the North line of the South 225.00 feet of Tract 30, said GROVELAND FARMS; thence run S 87°47'54" E along said North line of the South 225.00 feet of Tract 30 and the North line of the South 225.00 feet of Tract 29, said GROVELAND FARMS for a distance of 1140.74 feet, more or less, to the West bank of the Palatlakaha River; thence run N 28°52'36" E along said West bank for a distance of 129.77 feet; thence run N 15°03'48" E along said West bank for distance

of 198.59 feet; thence leaving said West bank run N 74°56'12" W for distance of 75.60 feet; thence run N 43°52'22" W for distance of 231.55 feet to the beginning of a non-tangent curve concave to the North, having a radius of 225.00 feet and a chord bearing of S 83°52'35" W; thence run Westerly along the arc of said non-tangent curve for a distance of 89.77 feet through a central angle of 22°51'38"; thence run N 05°18'23" E for a distance of 50.00 feet to the beginning of a non-tangent curve concave to the North, having a radius of 175.00 feet and a chord bearing of S 85°05'48" E; thence run Easterly along the arc of said non-tangent curve for a distance of 2.46 feet through a central angle of 00°48'23"; thence run N 05°18'23" E for a distance of 224.98 feet; thence run N 71°46'04" W for a distance of 2797.61 feet; thence run N 90°00'00" W for a distance of 749.36 feet; thence run S 55°45'55" W for a distance of 1732.79 feet; thence run S 02°11'08" E for a distance of 225.00 feet to the beginning of a non-tangent curve concave to the North, having a radius of 975.00 feet and a chord bearing of N 89°56'14" W; thence run Westerly along the arc of said non-tangent curve for a distance of 76.52 feet through a central angle of 04°29'47"; thence run S 02°18'40" W for a distance of 50.00 feet to the beginning of a non-tangent curve concave to the Southwest, having a radius of 25.00 feet and a chord bearing of S 43°50'40" E; thence run Southeasterly along the arc of said non-tangent curve for a distance of 38.26 feet through a central angle of 87°41'20"; thence run S 00°00'00" E for a distance of 236.50 feet to the Point of Beginning.

Containing 134.452 acres, more or less, and is subject to any rights of way or easements of record.

**EXHIBIT “B”**

(“Articles of Incorporation”)

# N08000002157

Florida Department of State  
Division of Corporations  
Public Access System

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## FLORIDA PROFIT/NON PROFIT CORPORATION

Waterside Pointe Homeowners Association, Inc.

Certificate of Status	1
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**ARTICLES OF INCORPORATION****OF****WATERSIDE POINTE HOMEOWNERS ASSOCIATION, INC.**  
a not for profit corporation

The undersigned subscribers, all of whom are above the age of 18 years and competent to contract, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit under the provisions of Chapter 617, Florida Statutes, and do hereby agree and certify as follows:

**ARTICLE I - NAME**

The name of this Corporation shall be **WATERSIDE POINTE HOMEOWNERS ASSOCIATION, INC.** (the "Corporation" or "Association").

**ARTICLE II - PURPOSE**

The Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Areas of Waterside Pointe subdivision (the "Subdivision"), to be established by The Ryland Group, Inc., a Maryland corporation (hereinafter called "Developer" or "Declarant") upon the following described property, situate, lying and being in Lake County, Florida:

See Exhibit "A" attached hereto and made a part hereof,

and to undertake the performance of the acts and duties incident to the administration of the operation and maintenance of said common areas and in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in the Declaration of Covenants, Conditions and Restrictions of Waterside Pointe (the "Declaration"), which will be recorded in the Public Records of Lake County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted for platting; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Common Areas. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

**ARTICLE III - POWERS**

The Corporation shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said Corporation or exercised by it under any other applicable laws of the State of Florida.

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B. All of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including, but not limited to, the following:

1. To make and establish reasonable rules and regulations governing the use of the Lots and Common Areas in accordance with the terms as may be defined in the Declaration. The surface water management permit issued by St. John's River Water Management District (the "District Permit") and all of its conditions shall be attached as an exhibit to the rules and regulations of the Association.
2. To levy and collect assessments against members of the Corporation to defray the common expenses of the maintenance and operation of the Common Areas as may be provided in the Declaration and in the Bylaws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, which may be necessary or convenient in the operation and maintenance of the Common Areas and in accomplishing the purposes set forth in the Declaration.
3. To maintain, repair, replace, operate and manage the Common Areas of the Subdivision and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of said property.
4. To enforce the provisions of the Declaration and these Articles, the Bylaws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of the Common Areas as the same may be hereafter established.
5. Subject to the limitations set forth in Section 720.31, Florida Statutes, as amended from time to time, to now or hereafter acquire and enter into leases and agreements of every nature, whereby the Corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational facilities, whether or not contiguous to lands of this Subdivision, to provide enjoyment, recreation, or other use of benefit to the owners of the property within this Subdivision, all as may be deemed by the Board of Directors to be in the best interests of the Corporation.
6. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration.
7. To operate, maintain and manage the surface water or stormwater management system in a manner consistent with the District Permit requirements and applicable district rules, and to assist in the enforcement of the restrictions and covenants contained therein, only in the event a CDD is not formed for the foregoing purposes, as more particularly described in the Declaration.
8. To levy and collect adequate assessments against members of the Association for the costs of operation, maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage

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structures and drainage easements, only in the event a CDD is not formed for the foregoing purposes, as more particularly described in the Declaration.

9. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

10. To borrow money, and with the assent of the representatives of two-thirds (2/3rds) of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

11. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by the representatives of two-thirds (2/3rds) of each class of Members, agreeing to such dedication, sale or transfer; provided, however, that there shall be no requirement of participation by or agreement of the Members in the event the dedication, sale or transfer is incidental to a replating of any portion of the Common Property.

12. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area.

13. To sue and be sued in a court of law.

14. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

#### ARTICLE IV - MEMBERS

The qualification of the members, the manner of their admission to membership, termination of such membership, and voting by members shall be as follows:

A. The Declarant, the owners of all Lots in the Subdivision, and any person or entity obligated by these Articles, the By-Laws, or the Declaration to pay an assessment or amenity fee shall be members of the Corporation, and no other persons or entities shall be entitled to membership. Membership is appurtenant to, and inseparable from, ownership of a Lot.

B. Membership shall be established by the acquisition of fee title to a Lot in the Subdivision or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of a party shall be automatically terminated upon his or her being divested of all title to his or her entire fee ownership interest in any Subdivision Lot, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Subdivision Lots, so long as such party shall retain title to or a fee ownership interest in any Lot.

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C. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his or her Lot. The funds and assets of the Corporation shall belong solely to the Corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein in the Declaration and in the Bylaws.

D. The Association shall have two classes of voting membership:

1. CLASS A. Class A members shall be all Lot owners and any other person or entity obligated by these Articles, the By-Laws, or the Declaration to pay an assessment or amenity fee, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

2. CLASS B. Class B member shall be the Declarant, who shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership ("Turnover") on the happening of any of the following events, whichever occurs earlier:

(a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or

(b) the date exactly ten (10) years after the recording of the Declaration; or

(c) at the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or

(d) three (3) months after 90% of the Lots have been conveyed to Owners, including those Lots to be constructed in future planned phases of the development on adjacent lands owned or controlled by Declarant.

Upon the happening of any of these events, Declarant shall call a special meeting of the Association to advise of the termination of Class "B" membership. From and after the happening of these events, whichever occurs earlier, the Class B members shall be deemed Class A members entitled to one (1) vote for each Lot in which they hold the interest required for membership.

#### ARTICLE V - TERM

Existence of the Corporation shall commence with the filing of these Articles with the Florida Secretary of State. The Corporation shall exist in perpetuity. In the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the surface water or stormwater management systems must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code ("F.A.C."), and be approved by the St. John's River Water Management District prior to

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such termination, dissolution or liquidation. Any other assets will be dedicated to a public body, or conveyed to a non-profit organization of similar purposes.

#### ARTICLE VI - PRINCIPAL OFFICE

The principal office of the Corporation shall be located initially at 1600 W. Colonial Drive, Orlando, Florida 32804, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

#### ARTICLE VII - INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Corporation shall be located at 1600 W. Colonial Drive, Orlando, FL 32804, and the initial registered agent of the Corporation shall be Jack Hanson (c/o Melrose Management Group, Inc.). The Corporation may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles. The registered agent for the Corporation shall maintain copies of all permits issued by St. John's River Water Management District for the benefit of the Corporation, so long as such copies are provided to the registered agent by the Corporation.

#### ARTICLE VIII - DIRECTORS

The affairs of the Corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the Corporation shall be three (3). The number of members of succeeding boards of directors shall be three (3) except as changed from time to time by the Bylaws of the Corporation; provided, however, that the number of Directors shall always be an odd number. The members of the Board of Directors shall be elected as provided by the Bylaws of the Corporation, which provide for election of directors at the first annual meeting following the cessation of the Class B membership. The annual meeting of the Corporation shall be held on the third Tuesday of January of each year. The Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of the Corporation.

Any vacancies in the Board of Directors occurring before the first election will be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Name:

Address:

Thomas McCarthy

4700 Millenia Blvd., Suite 400  
Orlando, FL 32839

Tony Hartsgrove

4700 Millenia Blvd., Suite 400  
Orlando, FL 32839

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Larry Dowling

4700 Millenia Blvd., Suite 400  
Orlando, FL 32839**ARTICLE IX - OFFICERS**

The Board of Directors shall elect a President, Vice President and Secretary/Treasurer and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board of Directors but no other officer needs to be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the Corporation shall be administered by the officers designated in the Bylaws of this Corporation. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Common Areas and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director of the Corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

<u>Office:</u>	<u>Name:</u>	<u>Address:</u>
President	Thomas McCarthy	4700 Millenia Blvd., Suite 400 Orlando, FL 32839
Vice President	Tony Hartsgrove	4700 Millenia Blvd., Suite 400 Orlando, FL 32839
Secretary/Treasurer	Larry Dowling	4700 Millenia Blvd., Suite 400 Orlando, FL 32839

**ARTICLE X - SUBSCRIBERS**

The subscribers to these Articles of Incorporation are:

<u>Name:</u>	<u>Address:</u>
Thomas McCarthy	4700 Millenia Blvd., Suite 400 Orlando, FL 32839

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Tony Hartsgrove

4700 Millenia Blvd., Suite 400  
Orlando, FL 32839

Larry Dowling

4700 Millenia Blvd., Suite 400  
Orlando, FL 32839**ARTICLE XI - BYLAWS**

The original Bylaws of the Corporation shall be adopted by the Board of Directors and thereafter, such Bylaws may be altered or rescinded by the Board in such manner as said Bylaws may provide.

**ARTICLE XII - INDEMNIFICATION**

Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. Provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE XIII - DISSOLUTION**

The Association shall exist in perpetuity; provided, however, if the Association is dissolved, the assets and property of the Association, including the surface water management system, shall be conveyed to an appropriate agency of local government. In the event that such conveyance or dedication is refused, the assets and property of the Association, including the surface water management system, shall be conveyed or dedicated to a similar nonprofit corporation, association or other organization to be devoted to such similar purposes. Notwithstanding the foregoing, the responsibility for the operation and maintenance of the surface water or stormwater management systems shall be transferred to an entity which would comply with Section 40C-42.027, FAC and be approved by the St. John's River Water Management District prior to such dissolution. In any event, the Association may only be dissolved with the assent given in writing and signed by not less than the representatives of two-thirds (2/3rds) of each class of Members.

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**ARTICLE XIV - COMMENCEMENT AND DURATION OF CORPORATE  
EXISTENCE**

This Association shall commence corporate existence on the date of filing these Articles with the Florida Secretary of State and shall have perpetual existence unless sooner dissolved according to law.




**ARTICLE XV - AMENDMENTS**

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, provided that it is approved by two thirds (2/3rds) of each class of Members.

**ARTICLE XVI - DEFINITIONS**

Capitalized terms contained herein shall have the definitions and meanings set forth in the Declaration, unless expressly provided herein to the contrary.

IN WITNESS WHEREOF, the undersigned do hereby make and file these Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribe thereto and hereunto set their hand and seal this 4 day of March, 2008.

  
\_\_\_\_\_  
Thomas McCarthy  
  
\_\_\_\_\_  
Tony Hartsgrove  
  
\_\_\_\_\_  
Larry Dowling

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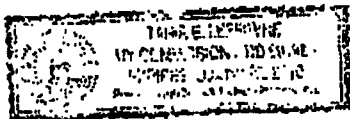
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STATE OF FLORIDA )  
COUNTY OF Orange ) ss:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2008, by Thomas McCarthy, ☒ who is personally known to me, or ☐ who produced N/A as identification.



[Affix Notary Seal]

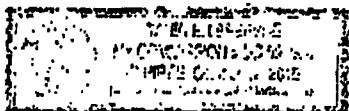
Notary Public Signature  
My commission expires: 10/22/2010

Tahir E. Lefebvre

Print Notary Public Name

STATE OF FLORIDA )  
COUNTY OF Orange ) ss:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2008 by Larry Dowling, ☒ who is personally known to me, or ☐ who produced N/A as identification.



[Affix Notary Seal]

Notary Public Signature  
My commission expires: 10/22/2010

Tahir E. Lefebvre

Print Notary Public Name

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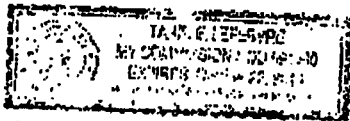
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STATE OF FLORIDA )  
COUNTY OF Orange ) ss:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2008, by Tony Hartsgrove, ☒ who is personally known to me, or ☐ who produced N/A as identification.



[Affix Notary Seal]

*Tahu E. Lefebvre*

Notary Public Signature  
My commission expires: 10/22/2010

Tahu E. Lefebvre  
Print Notary Public Name

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE  
SERVICE OF PROCESS WITHIN FLORIDA AND  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

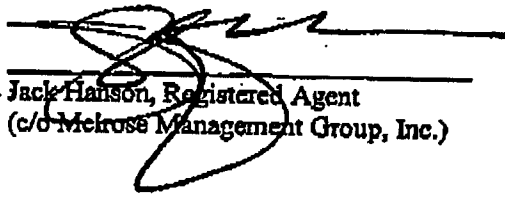
In compliance with Section 48.091, Florida Statutes, the following is submitted:

WATERSIDE POINTE HOMEOWNERS ASSOCIATION, INC. desiring to organize as a corporation under the laws of the State of Florida with its registered office at 1600 W. Colonial Drive, Orlando, Florida 32804, has named and designated Jack Hanson as its Registered Agent to accept service of process within the State of Florida.

**ACKNOWLEDGMENT**

Having been named to accept service of process for the above named Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties as Registered Agent.

Dated this 4<sup>th</sup> day of March, 2008.

  
\_\_\_\_\_  
Jack Hanson, Registered Agent  
(c/o Melross Management Group, Inc.)

APPROVED  
AND  
FILED

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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## EXHIBIT "A"

Legal Description

## DESCRIPTION:

Commence at the Northwest corner of Section 22, Township 22 South, Range 25 East, Lake County, Florida, thence run S 87°52'09" E along the North line of the Northwest 1/4 of said Section 22 for a distance of 667.67 feet to the Northwest corner of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence run S 01°21'25" W along the West line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22 for a distance of 1330.78 feet to the South line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence run S 87°50'02" E along said South line for a distance of 664.79 feet to the West line of the East 1/2 of the Northwest 1/4 of said Section 22; thence run S 01°28'53" W along said West line for a distance of 1218.89 feet to the North right of way line of State Road No. 50; thence run S 88°48'17" E along said North right of way line for a distance of 87.13 feet to the POINT OF BEGINNING; thence run N 00°20'50" E for a distance of 70.79 feet; thence run N 90°00'00" E for a distance of 129.87 feet; thence run S 00°00'00" W for a distance of 20.85 feet; thence run S 01°11'43" W for a distance of 52.65 feet to the North right of way line of State Road No. 50; thence run N 88°48'17" W along said North right of way line for a distance of 129.23 feet to the Point of Beginning.

AND

Commence at the Northwest corner of Section 22, Township 22 South, Range 25 East, Lake County, Florida, thence run S 87°52'09" E along the North line of the Northwest 1/4 of said Section 22 for a distance of 667.67 feet to the Northwest corner of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence run S 01°21'25" W along the West line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22 for a distance of 1330.78 feet to the South line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence run S 87°50'02" E along said South line for a distance of 664.79 feet to the West line of the East 1/2 of the Northwest 1/4 of said Section 22; thence run S 01°28'53" W along said West line for a distance of 1218.89 feet to the North right of way line of State Road No. 50; thence run S 88°48'17" E along said North right of way line for a distance of 1014.01 feet; thence run N 88°54'17" E along said North right of way line for a distance of 357.69 feet to the POINT OF BEGINNING; thence continue along said North right of way line the following courses and distances: thence run N 88°54'17" E for a distance of 142.71 feet; thence run S 88°48'17" E for a distance of 700.00 feet; thence run S 86°19'11" E for a distance of 576.59 feet to the beginning of a non-tangent curve concave to the Southwest, having a radius of 5849.65 feet and a chord bearing of S 83°12'45" E; thence run Southeasterly along the arc of said non-tangent curve for a distance of 1141.88 feet through a central angle of 11°11'04"; thence leaving said North right of way line run N 09°04'47" E for a distance of 465.12 feet; thence run N 85°09'13" E for a distance of 232.30 feet to the beginning of a tangent curve concave to the South, having a radius of 475.00 feet and a chord bearing of N 88°05'42" E; thence run Easterly along the arc of said curve 48.77 feet through a central angle of 05°52'57" to the end of said curve; thence run S 88°57'50" E for a distance of 175.80 feet to the beginning of a tangent curve concave to the Southwest, having a radius of 475.00 feet and a chord bearing of S 77°35'36" E;

thence run Southeasterly along the arc of said tangent curve for a distance of 188.53 feet through a central angle of  $22^{\circ}44'28''$  to the end of said curve; thence run  $S 66^{\circ}13'22'' E$  for a distance of 137.71 feet to the beginning of a tangent curve concave to the West, having a radius of 150.00 feet and a chord bearing of  $S 07^{\circ}28'08'' E$ ; thence run Southeasterly and Southwesterly along the arc of said curve for a distance of 307.63 feet through a central angle of  $117^{\circ}30'28''$  to the end of said curve; thence run  $S 51^{\circ}17'06'' W$  for a distance of 139.12 feet to the beginning of a tangent curve concave to the Southeast, having a radius of 550.00 feet and a chord bearing of  $S 37^{\circ}32'38'' W$ ; thence run Southwesterly along the arc of said tangent curve for a distance of 263.81 feet through a central angle of  $27^{\circ}28'57''$  to a point on the North right of way line of State Road No. 50, said point being the beginning of a non-tangent curve concave to the Southwest, having a radius of 5849.65 feet and a chord bearing of  $S 71^{\circ}01'23'' E$ ; thence run Southeasterly along said North right of way line and the arc of said non-tangent curve for a distance of 93.49 feet through a central angle of  $00^{\circ}54'56''$ ; thence run  $S 19^{\circ}26'06'' W$  along said North right of way line for a distance of 20.00 feet to the beginning of a non-tangent curve concave to the Southwest, having a radius of 5829.65 feet and a chord bearing of  $S 70^{\circ}32'17'' E$ ; thence run Southeasterly along said North right of way line and the arc of said non-tangent curve for a distance of 5.49 feet through a central angle of  $00^{\circ}03'14''$  to the beginning of a non-tangent curve concave to the Southeast, having a radius of 450.00 feet and a chord bearing of  $N 32^{\circ}56'43'' E$ ; thence leaving said North right of way line run Northeasterly along the arc of said curve 166.94 feet through a central angle of  $21^{\circ}15'20''$  to the end of said curve; thence run  $N 43^{\circ}34'23'' E$  for a distance of 69.45 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 500.00 feet and a chord bearing of  $N 40^{\circ}54'14'' E$ ; thence run Northeasterly along the arc of said curve for a distance of 46.59 feet through a central angle of  $05^{\circ}20'18''$  to the end of said curve; thence run  $S 01^{\circ}42'00'' W$  for a distance of 42.37 feet; thence run  $S 48^{\circ}01'21'' E$  for a distance of 108.02 feet to the beginning of a tangent curve concave to the Northeast, having a radius of 75.00 feet, and a chord bearing of  $S 36^{\circ}19'27'' E$ ; thence run Southeasterly along the arc of said tangent curve for a distance of 48.24 feet through a central angle of  $36^{\circ}51'22''$  to the end of said curve; thence run  $S 54^{\circ}45'08'' E$  for a distance of 8.46 feet to the beginning of a tangent curve concave to the North, having a radius of 100.00 feet and a chord bearing of  $S 80^{\circ}37'44'' E$ ; thence run Southeasterly along the arc of said curve for a distance of 90.33 feet through a central angle of  $51^{\circ}45'13''$  to the end of said curve; thence run  $S 37^{\circ}20'15'' W$  for a distance of 188.35 feet to a point on the North right of way line of State Road No. 50, said point being on a curve concave to the Southwest, having a radius of 5829.65 feet and a chord bearing of  $S 66^{\circ}22'55'' E$ ; thence run Southeasterly along the arc of said curve and said North right of way line for a distance of 295.51 feet through a central angle of  $02^{\circ}54'16''$ ; thence run  $S 64^{\circ}55'47'' E$  along said North right of way line for a distance of 150.50 feet to the East line of Tract 34, GROVELAND FARMS, according to the plat thereof, as recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida, lying in Section 23, Township 22 South, Range 25 East, Lake County, Florida; thence run  $N 02^{\circ}09'06'' E$  along said East line of Tract 34 and the East line of Tract 31 said GROVELAND FARMS for a distance of 604.56 feet to the North line of the South 225.00 feet of Tract 30, said GROVELAND FARMS; thence run  $S 87^{\circ}47'54'' E$  along said North line of the South 225.00 feet of Tract 30 and the North line of the South 225.00 feet of Tract 29, said GROVELAND FARMS for a distance of 1140.74 feet, more or less, to the West bank of the Palatka River; thence run  $N 28^{\circ}52'36'' E$  along said West bank for a distance of 129.77 feet; thence run  $N 15^{\circ}03'48'' E$  along said West bank for distance of 198.59 feet; thence leaving said West bank run  $N 74^{\circ}56'12'' W$  for distance of 75.60 feet;

thence run N 43°52'22" W for distance of 231.55 feet to the beginning of a non-tangent curve concave to the North, having a radius of 225.00 feet and a chord bearing of S 83°52'35" W; thence run Westerly along the arc of said non-tangent curve for a distance of 89.77 feet through a central angle of 22°51'38"; thence run N 05°18'23" E for a distance of 50.00 feet to the beginning of a non-tangent curve concave to the North, having a radius of 175.00 feet and a chord bearing of S 85°05'48" E; thence run Easterly along the arc of said non-tangent curve for a distance of 2.46 feet through a central angle of 00°48'23"; thence run N 05°18'23" E for a distance of 224.98 feet; thence run N 71°46'04" W for a distance of 2797.61 feet; thence run N 90°00'00" W for a distance of 749.36 feet; thence run S 55°45'55" W for a distance of 1732.79 feet; thence run S 02°11'08" E for a distance of 225.00 feet to the beginning of a non-tangent curve concave to the North, having a radius of 975.00 feet and a chord bearing of N 89°56'14" W; thence run Westerly along the arc of said non-tangent curve for a distance of 76.52 feet through a central angle of 04°29'47"; thence run S 02°18'40" W for a distance of 50.00 feet to the beginning of a non-tangent curve concave to the Southwest, having a radius of 25.00 feet and a chord bearing of S 43°50'40" E; thence run Southeasterly along the arc of said non-tangent curve for a distance of 38.26 feet through a central angle of 87°41'20"; thence run S 00°00'00" E for a distance of 236.50 feet to the Point of Beginning.

Containing 134.452 acres, more or less, and is subject to any rights of way or easements of record.

**EXHIBIT “C”**

(“Bylaws”)

**BYLAWS OF  
WATERSIDE POINTE HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE I - NAME AND LOCATION**

The name of the corporation is the **WATERSIDE POINTE HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at **4700 Millenia Blvd., Suite 400, Orlando, FL 32839**, but the meeting of members and directors may be held at such places within Lake County, Florida, as may be designated by the Board of Directors.

**ARTICLE II - DEFINITIONS**

All terms and definitions used herein are to be further defined and clarified as set forth in and according to the Declaration of Covenants, Conditions and Restrictions of Waterside Pointe Homeowner's Association, Inc., to be recorded in the Public Records of Lake County, Florida.

Section 1. "Association" shall mean and refer to the Waterside Pointe Homeowners Association, Inc., its successors and assigns.

Section 2. "Common Property," "Common Area" or "Common Areas" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated, deeded or leased to the Association and designated in said dedication, deed or lease as "Common Property," or tracts of land identified as "Common Property" on a final plat (or final development plan) recorded by the Declarant. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring such property. Common Property is specifically reserved for the use and benefit of Owners, and is an integral appurtenant part of each Lot.

Section 3. "Declarant" or "Developer" shall mean and refer to **The Ryland Group, Inc., a Maryland corporation**, its predecessors in title, successors and assigns, if such successors or assigns should acquire more than one Lot from the Declarant for the purpose of development.

Section 4. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Waterside Pointe Homeowner's Association, Inc. as recorded in the Public Records of Lake County, Florida.

Section 5. "Lot" shall mean and refer to the platted lots in Waterside Pointe, together with the improvements constructed thereon.

Section 6. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration and Articles of Incorporation of the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including

contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and incorporated herein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 9. "Waterside Pointe" shall mean the overall Waterside Pointe subdivision as shown on the plat(s) for Waterside Pointe, recorded in the Public Records of Lake County, Florida.

### **ARTICLE III - MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date Turnover to the Association is completed, as provided in the Articles of Incorporation, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, in the evening. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president of the Association or by the Board of Directors or upon written request of twenty percent (20%) of the Members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purposes of notice. Such notices shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. Evidence of compliance with this fifteen (15) day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. The Members have the right, unless otherwise provided in this subsection or in the Governing Documents, to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of

the person who executes it. If the proxy form provides so expressly, any proxy holder may appoint, in writing, a substitute to act in his place.

**Section 6. Right to Speak.** Members shall have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. Notwithstanding any provision to the contrary in the Governing Documents or any rules adopted by the Board or by the Members, a Member shall have the right to speak for at least three (3) minutes on any item, provided that the Member submits a written request to speak prior to the meeting. The Association may adopt reasonable written rules governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this Section.

#### **ARTICLE IV -BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

**Section 1. Number.** The affairs of this Association shall be managed by a Board of not less than three (3) Directors nor more than seven (7) Directors who need not be Members of the Association, the exact number to be determined from time to time by the Board in accordance with the Declaration.

**Section 2. Term of Office.** At the first annual meeting, the Members shall elect not less than three (3) directors for a term of one (1) year, and at each annual meeting thereafter the Members shall elect three directors for a term of one (1) year.

**Section 3. Recall/Removal of Directors.**

(a) **Voting Procedures.** Any Director, other than a Director appointed by the Developer prior to Turnover, may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. When the recall of more than one Director is sought, the written agreement or written ballot shall provide for a separate vote for each Director sought to be recalled. In the event of death, resignation or recall of a Director, notwithstanding any provision to the contrary herein, his or her successor shall be selected by the remaining Directors of the Board and shall serve for the unexpired term of his or her predecessor; provided, however, if vacancies occur on the Board as a result of a recall and a majority or more of the Board of Directors are removed, the vacancies shall be filled by a vote of the Members voting in favor of the recall. When the Governing Document provide that only a specific class of Member is entitled to elect a Director or Directors, only that class of Members may vote to recall those Directors so elected.

(b) **Recall without a Meeting.** Directors, other than a Director appointed by, the Developer prior to Turnover, may be recalled by an agreement in writing or by written ballot without a membership meeting. The agreement in writing or the written ballots, or a copy thereof, shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes, as amended from time to time, and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing or written ballots. At the meeting, the Board shall either certify the written ballots or written agreement to recall a Director or Directors of the Board, in which case such Director or Directors shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and



property of the Association in their possession, or proceed to binding Arbitration as described in sub-section (c) hereof. If it is determined by the Florida Department of Business and Professional Regulation pursuant to binding arbitration proceedings, as provided in sub-section (c) below, that an initial recall effort was defective, written recall agreements or written ballots used in the first recall effort and not found to be defective may be reused in one subsequent recall effort. However, in no event is a written agreement or written ballot valid for more than one hundred twenty (120) days after it has been signed by the Member. Any rescission or revocation of a Member's written recall ballot or agreement must be in writing and, in order to be effective, must be delivered to the Association before the Association is served with the written recall agreements or ballots. The agreement in writing or ballot shall list at least as many possible replacement Directors as there are Directors subject to the recall, when at least a majority of the Board is sought to be recalled; the person executing the recall instrument may vote for as many replacement candidates as there are Directors subject to the recall.

(c) Board's Failure to Certify Recall/Arbitration. If the Board determines not to certify the written agreement or written ballots to recall a Director or Directors of the Board or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Florida Department of Business and Professional Regulation a petition for binding arbitration pursuant to the applicable procedures in Sections 718.112(2)(j) and 718.1255, Florida Statutes, as amended from time to time, and the rules adopted thereunder. For the purposes of this Section, the Members who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any Director or Directors of the board, the recall will be effective upon mailing of the final order of arbitration to the Association. The Director or Directors so recalled shall deliver to the board any and all records of the Association in their possession within five (5) full business days after the effective date of the recall.

(d) Board's Failure to Hold Meeting. If the Board fails to duly notice and hold a board meeting within five (5) full business days after service of an agreement in writing or written ballots containing sufficient votes to recall a Director or Directors, the recall shall be deemed effective and the Directors so recalled shall immediately turn over to the Board all records and property of the Association.

(e) Minutes of Board's Recall Meeting. The minutes of the Board meeting at which the Board decides whether to certify the recall are an official Association record. The minutes must record the date and time of the meeting, the decision of the Board, and the vote count taken on each Director subject to the recall. In addition, when the Board decides not to certify the recall, as to each vote rejected, the minutes must identify the parcel identification number and the specific reason for each such rejection.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors or by obtaining verbal approval by telephone. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## **ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS**

**Section 1.     Nomination.** Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

**Section 2.     Election.** Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VI - MEETING OF BOARD OF DIRECTORS**

**Section 1.     Meetings.** A meeting of the Board of Directors of the Association occurs whenever a quorum of the Board gathers to conduct Association business. The first annual meeting of the Board of Directors shall be held on or before January 1, 2008. The annual meetings thereafter shall occur on the second Tuesday in the month of January of each year thereafter. All meetings of the Board must be open to all Members except for (i) meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or (ii) meetings between the Board and its attorney with respect to meetings held for the purposes of discussing personnel matters. Except as provided below, notices of all Board meetings must be posted in a conspicuous place in the Subdivision at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Subdivision, notice of each Board meeting must be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency. Notwithstanding this general notice requirement, the Board may provide notice of a schedule of Board meetings.

An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered at the meeting and the nature of the assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, or delivered to the Members and parcel owners and posted conspicuously on the property not less than four teen (14) days before the meeting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committee or other similar body, including the Architectural Review Committee.

**Section 2.     Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association or by any two (2) Directors.

**Section 3.     Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors

present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 4. Petitions by Members.** If twenty percent (20%) of Members entitled to vote petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members written notice of the meeting at which the petitioned item shall be addressed at least fourteen (14) days before the meeting. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

## **ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a Member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) mortgage and encumber Common Areas as set forth in the Declaration and assign such assessments or portions thereof to Owners;

(g) to contract for the management of the Association and Common Areas and to delegate to such contractor all of the powers and duties of the Association, if so approved by the Board of Directors;

(h) to employ personnel to perform the services required for proper administration of the Association; and

(i) the undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

Section 2.     Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another entity. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

(2) send written notice of each assessment to every Owner subject thereto at least fourteen (14) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

(g) cause the Common Areas to be maintained;

(h) protect all property rights, interests, easements or rights-of-way, or otherwise, which are acquired by or conveyed to this Association, now or hereafter;

(i) mortgage or encumber Common Areas as set forth in the Declaration, and assign such assessments or portions thereof to Owners;

(j) prepare an annual financial report within sixty (60) days after the close of the fiscal year of the Association. The Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. Financial reports shall be prepared in accordance with Section 720.303(7), Florida Statutes, as amended from time to time;

(k) cause the surface water or stormwater management systems to be maintained, operate and repaired by the Association in accordance with permits issued by the St. John's River Water Management District and cause inspection reports required by such permits to be prepared and submitted to the St. John's River Water Management District, only in the event a CDD is not formed for the foregoing purposes, as more particularly described in the Declaration; and

(l) cause to be performed all other obligations and responsibilities of the Association as set forth in the Governing Documents.

**Section 3. Contracts for Products and Services.** Any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its obligations hereunder and under the Governing Documents and all contracts for services, shall be in writing.

(a) **Competitive Bidding.** If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services; provided, however, the Association shall not be obligated to accept the lowest bid for the materials, equipment or services. This competitive bidding requirement shall not apply to contracts to provide materials, equipment, or services provided to the Association under a local government franchise agreement by a franchise holder; contracts with business entities that are the only source of materials, equipment, or services within the county serving the Association; contracts with employees of the Association; or contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services.

(b) **Renewal of Contracts.** If a contract was awarded under the competitive bid procedures of this Section, any renewal of that contract is not subject to such competitive bid requirements if the contract contains a provision that allows the Board to cancel the contract on thirty (30) day's notice.

(c) **Management Contract.** A contract with a Manager, if made by a competitive bid, may be made for up to three (3) years.

(d) **Emergencies.** Nothing contained in this Section is intended to limit the ability of an association to obtain needed products and services in an emergency.

## **ARTICLE VIII - OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Offices.** The officers of this Association shall be president and vice president, who shall at all times be Members of the Board of Directors, a

secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President: The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep

proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## **ARTICLE IX - COMMITTEES**

The Association may appoint an Architectural Review Committee as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out the purpose of the Association.

## **ARTICLE X - BOOKS AND RECORDS**

**Section 1. Books and Records.** The books, records and papers of the Association shall be subject to inspection by any Member or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. Subject to the limitations set forth in Section 720.303(5)(c), Florida Statutes, as amended from time to time, the Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections. Notwithstanding the foregoing provisions, the following records shall not be accessible to Members:

(a) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, as amended from time to time, and any record protected by the work-product privilege, including, but not limited to, any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association and was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

(b) Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a parcel.

(c) Disciplinary, health, insurance, and personnel records of the Association's employees.

(d) Medical records of Members or community residents:

(e) Any other records exempted from time to time by the Florida Legislature from the inspection requirements of Section 720.303(5), Florida Statutes.

**Section 2. Copies of Records.** If the Association has a photocopy machine available where the records are maintained, it must provide Members with copies on request during the inspection if the entire request is limited to no more than twenty-five (25) pages. The Association may impose fees to cover the costs of providing copies of the records, including but not limited to the costs of copying. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed twenty-five (25) pages in length, the Association may have copies made by an outside vendor and may

charge the actual cost of copying. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### **ARTICLE XI - ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner or Owners personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added.

#### **ARTICLE XII - CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: **WATERSIDE POINTE HOMEOWNERS ASSOCIATION, INC.**, a corporation not for profit.

#### **ARTICLE XIII - AMENDMENTS**

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

#### **ARTICLE XIV – FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

#### **ARTICLE XV - FISCAL MANAGEMENT**

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

Section 1. The Association shall maintain accounting records for each property it maintains, in Lake County, Florida, where the property is located or at the registered office of the Association, according to good accounting practices. The records shall be open for inspection by Owners or their authorized representatives. The records shall include, but are not limited to:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace.



Bylaws. (b) A copy of the Bylaws of the Association and of each amendment to the

(c) A copy of the Articles of Incorporation of the Association and of each amendment thereto.

(d) A copy of the Declaration and a copy of each amendment thereto.

(e) A copy of the current rules of the Association.

(f) The Minutes of all meetings of the Board of Directors and of the Members, which Minutes must be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses and parcel identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Members to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(1) Accurate, itemized, and detailed records of all receipts and expenditures.

(2) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

(3) All tax returns, financial statements, and financial reports of the Association.

(4) Any other records that identify, measure, record, or communicate financial information.

(k) A copy of the disclosure summary described in s. 720.401(1), Florida States, as amended from time to time.

(l) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

Section 2. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association.

Section 3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such person or persons as authorized by the Directors.

Section 4. Fidelity bonds may be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against Members for common expenses. The premiums on such bonds shall be paid by the Association.

#### **ARTICLE XVI - PARLIAMENTARY RULES**

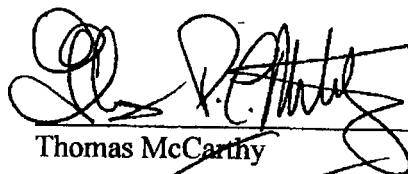
Robert's Rules of Order (latest edition) shall govern the conduct of the corporate meetings when not in conflict with the Articles of Incorporation and these Bylaws or with statutes of the State of Florida.

#### **ARTICLE XVII - HOUSING AND URBAN DEVELOPMENT**

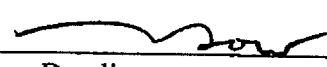
The United States Department of Housing and Urban Development has the right to veto any amendment as long as Class B membership exists.

IN WITNESS WHEREOF, we, being all of the directors of Waterside Pointe Homeowners' Association, Inc., have hereunto set our hands this 4<sup>th</sup> day of March, 2008.

#### **DIRECTORS:**

  
Thomas McCarthy

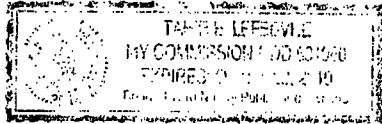
  
Tony Hartsgrrove

  
Larry Dowling

STATE OF FLORIDA )  
COUNTY OF Orange )

SS:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2008, by **Thomas McCarthy**, ☒ who is personally known to me, or ☐ who produced N/A as identification.



Tahir E. Lefebvre  
Notary Public Signature

My commission expires: 10/22/2010  
Tahir E. Lefebvre  
Print Notary Public Name

STATE OF FLORIDA )  
COUNTY OF Orange )

SS:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2008, by **Tony Hartsgrove**, ☒ who is personally known to me, or ☐ who produced N/A as identification.



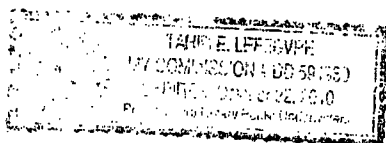
Tahir E. Lefebvre  
Notary Public Signature

My commission expires: 10/22/2010  
Tahir E. Lefebvre  
Print Notary Public Name

STATE OF FLORIDA )  
COUNTY OF Orange )

SS:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2008, by **Larry Dowling**, ☒ who is personally known to me, or ☐ who produced N/A as identification.



Tahir E. Lefebvre  
Notary Public Signature

My commission expires: 10/22/2010  
Tahir E. Lefebvre  
Print Notary Public Name

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly-elected Secretary of Waterside Pointe Homeowners Association, Inc., a Florida not for profit corporation; and

That the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 4<sup>th</sup> day of March, 2008.

  
\_\_\_\_\_  
Larry Dowling, Secretary

## **EXHIBIT "A"**

### **Legal Description**

#### **DESCRIPTION:**

Commence at the Northwest corner of Section 22, Township 22 South, Range 25 East, Lake County, Florida, thence run S 87°52'09" E along the North line of the Northwest 1/4 of said Section 22 for a distance of 667.67 feet to the Northwest corner of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence run S 01°21'25" W along the West line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22 for a distance of 1330.78 feet to the South line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence run S 87°50'02" E along said South line for a distance of 664.79 feet to the West line of the East 1/2 of the Northwest 1/4 of said Section 22; thence run S 01°28'53" W along said West line for a distance of 1218.89 feet to the North right of way line of State Road No. 50; thence run S 88°48'17" E along said North right of way line for a distance of 87.13 feet to the POINT OF BEGINNING; thence run N 00°20'50" E for a distance of 70.79 feet; thence run N 90°00'00" E for a distance of 129.87 feet; thence run S 00°00'00" W for a distance of 20.85 feet; thence run S 01°11'43" W for a distance of 52.65 feet to the North right of way line of State Road No. 50; thence run N 88°48'17" W along said North right of way line for a distance of 129.23 feet to the Point of Beginning.

AND

Commence at the Northwest corner of Section 22, Township 22 South, Range 25 East, Lake County, Florida, thence run S 87°52'09" E along the North line of the Northwest 1/4 of said Section 22 for a distance of 667.67 feet to the Northwest corner of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence run S 01°21'25" W along the West line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22 for a distance of 1330.78 feet to the South line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence run S 87°50'02" E along said South line for a distance of 664.79 feet to the West line of the East 1/2 of the Northwest 1/4 of said Section 22; thence run S 01°28'53" W along said West line for a distance of 1218.89 feet to the North right of way line of State Road No. 50; thence run S 88°48'17" E along said North right of way line for a distance of 1014.01 feet; thence run N 88°54'17" E along said North right of way line for a distance of 357.69 feet to the POINT OF BEGINNING; thence continue along said North right of way line the following courses and distances: thence run N 88°54'17" E for a distance of 142.71 feet; thence run S 88°48'17" E for a distance of 700.00 feet; thence run S 86°19'11" E for a distance of 576.59 feet to the beginning of a non-tangent curve concave to the Southwest, having a radius of 5849.65 feet and a chord bearing of S 83°12'45" E; thence run Southeasterly along the arc of said non-tangent curve for a distance of 1141.88 feet through a central angle of 11°11'04"; thence leaving said North right of way line run N 09°04'47" E for a distance of 465.12 feet; thence run N 85°09'13" E for a distance of 232.30 feet to the beginning of a tangent curve concave to the South, having a radius of 475.00 feet and a chord bearing of N 88°05'42" E; thence run Easterly along the arc of said curve 48.77 feet through a central angle of 05°52'57" to the end of said curve; thence run S 88°57'50" E for a distance of 175.80 feet to the beginning of a tangent curve

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concave to the Southwest, having a radius of 475.00 feet and a chord bearing of S 77°35'36" E; thence run Southeasterly along the arc of said tangent curve for a distance of 188.53 feet through a central angle of 22°44'28" to the end of said curve; thence run S 66°13'22" E for a distance of 137.71 feet to the beginning of a tangent curve concave to the West, having a radius of 150.00 feet and a chord bearing of S 07°28'08" E; thence run Southeasterly and Southwesterly along the arc of said curve for a distance of 307.63 feet through a central angle of 117°30'28" to the end of said curve; thence run S 51°17'06" W for a distance of 139.12 feet to the beginning of a tangent curve concave to the Southeast, having a radius of 550.00 feet and a chord bearing of S 37°32'38" W; thence run Southwesterly along the arc of said tangent curve for a distance of 263.81 feet through a central angle of 27°28'57" to a point on the North right of way line of State Road No. 50, said point being the beginning of a non-tangent curve concave to the Southwest, having a radius of 5849.65 feet and a chord bearing of S 71°01'23" E; thence run Southeasterly along said North right of way line and the arc of said non-tangent curve for a distance of 93.49 feet through a central angle of 00°54'56"; thence run S 19°26'06" W along said North right of way line for a distance of 20.00 feet to the beginning of a non-tangent curve concave to the Southwest, having a radius of 5829.65 feet and a chord bearing of S 70°32'17" E; thence run Southeasterly along said North right of way line and the arc of said non-tangent curve for a distance of 5.49 feet through a central angle of 00°03'14" to the beginning of a non-tangent curve concave to the Southeast, having a radius of 450.00 feet and a chord bearing of N 32°56'43" E; thence leaving said North right of way line run Northeasterly along the arc of said curve 166.94 feet through a central angle of 21°15'20" to the end of said curve; thence run N 43°34'23" E for a distance of 69.45 feet to the beginning of a tangent curve concave to the Northwest and having a radius of 500.00 feet and a chord bearing of N 40°54'14" E; thence run Northeasterly along the arc of said curve for a distance of 46.59 feet through a central angle of 05°20'18" to the end of said curve; thence run S 01°42'00" W for a distance of 42.37 feet; thence run S 48°01'21" E for a distance of 108.02 feet to the beginning of a tangent curve concave to the Northeast, having a radius of 75.00 feet, and a chord bearing of S 36°19'27" E; thence run Southeasterly along the arc of said tangent curve for a distance of 48.24 feet through a central angle of 36°51'22" to the end of said curve; thence run S 54°45'08" E for a distance of 8.46 feet to the beginning of a tangent curve concave to the North, having a radius of 100.00 feet and a chord bearing of S 80°37'44" E; thence run Southeasterly along the arc of said curve for a distance of 90.33 feet through a central angle of 51°45'13" to the end of said curve; thence run S 37°20'15" W for a distance of 188.35 feet to a point on the North right of way line of State Road No. 50, said point being on a curve concave to the Southwest, having a radius of 5829.65 feet and a chord bearing of S 66°22'55" E; thence run Southeasterly along the arc of said curve and said North right of way line for a distance of 295.51 feet through a central angle of 02°54'16"; thence run S 64°55'47" E along said North right of way line for a distance of 150.50 feet to the East line of Tract 34, GROVELAND FARMS, according to the plat thereof, as recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida, lying in Section 23, Township 22 South, Range 25 East, Lake County, Florida; thence run N 02°09'06" E along said East line of Tract 34 and the East line of Tract 31 said GROVELAND FARMS for a distance of 604.56 feet to the North line of the South 225.00 feet of Tract 30, said GROVELAND FARMS; thence run S 87°47'54" E along said North line of the South 225.00 feet of Tract 30 and the North line of the South 225.00 feet of Tract 29, said GROVELAND FARMS for a distance of 1140.74 feet, more or less, to the West bank of the Palatlahaka River; thence run N 28°52'36" E along said West bank for a distance of 129.77 feet; thence run N 15°03'48" E along said West bank for distance

of 198.59 feet; thence leaving said West bank run N 74°56'12" W for distance of 75.60 feet; thence run N 43°52'22" W for distance of 231.55 feet to the beginning of a non-tangent curve concave to the North, having a radius of 225.00 feet and a chord bearing of S 83°52'35" W; thence run Westerly along the arc of said non-tangent curve for a distance of 89.77 feet through a central angle of 22°51'38"; thence run N 05°18'23" E for a distance of 50.00 feet to the beginning of a non-tangent curve concave to the North, having a radius of 175.00 feet and a chord bearing of S 85°05'48" E; thence run Easterly along the arc of said non-tangent curve for a distance of 2.46 feet through a central angle of 00°48'23"; thence run N 05°18'23" E for a distance of 224.98 feet; thence run N 71°46'04" W for a distance of 2797.61 feet; thence run N 90°00'00" W for a distance of 749.36 feet; thence run S 55°45'55" W for a distance of 1732.79 feet; thence run S 02°11'08" E for a distance of 225.00 feet to the beginning of a non-tangent curve concave to the North, having a radius of 975.00 feet and a chord bearing of N 89°56'14" W; thence run Westerly along the arc of said non-tangent curve for a distance of 76.52 feet through a central angle of 04°29'47"; thence run S 02°18'40" W for a distance of 50.00 feet to the beginning of a non-tangent curve concave to the Southwest, having a radius of 25.00 feet and a chord bearing of S 43°50'40" E; thence run Southeasterly along the arc of said non-tangent curve for a distance of 38.26 feet through a central angle of 87°41'20"; thence run S 00°00'00" E for a distance of 236.50 feet to the Point of Beginning.

Containing 134.452 acres, more or less, and is subject to any rights of way or easements of record.

**EXHIBIT "D"**

("Additional Land")

**PARCEL C DESCRIPTION:**

Commence at the Northwest corner of Section 22, Township 22 South, Range 25 East, Lake County, Florida, thence run S 87°52'09" E along the North line of the Northwest 1/4 of said Section 22 for a distance of 667.67 feet to the Northwest corner of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22 and the POINT OF BEGINNING; thence continue S 87°52'09" E for a distance of 536.67 feet; thence leaving said North line run S 02°26'08" W for a distance of 361.03 feet to the beginning of a non-tangent curve concave to the Northeast, having a radius of 475.00 feet and a chord bearing of S 26°23'16" E; thence run Southeasterly along the arc of said curve 479.37 feet through a central angle of 57°49'24" to the end of said curve; thence run S 55°17'58" E for a distance of 88.11 feet to the beginning of a tangent curve concave to the Southwest, having a radius of 300.00 feet and a chord bearing of S 41°29'55" E; thence run Southeasterly along the arc of said curve 144.52 feet through a central angle of 27°36'05" to the end of said curve; thence run S 27°41'53" E for a distance of 569.44 feet to the beginning of a tangent curve concave to the Southwest, having a radius of 450.00 feet and a chord bearing of S 17°23'12" E; thence run Southeasterly along the arc of said curve 161.97 feet through a central angle of 20°37'22" to the end of said curve; thence run S 07°04'31" E for a distance of 127.48 feet to the beginning of a tangent curve concave to the Northeast, having a radius of 150.00 feet and a chord bearing of S 27°01'22" E; thence run Southeasterly along the arc of said curve 104.44 feet through a central angle of 39°53'42" to the end of said curve; thence run S 46°58'13" E for a distance of 331.86 feet; thence run S 47°58'58" E for a distance of 59.08 feet; thence run S 61°54'08" E for a distance of 45.29 feet; thence run S 81°34'27" E for a distance of 55.30 feet; thence run S 83°46'43" E for a distance of 250.88 feet to the beginning of a tangent curve concave to the North, having a radius of 850.00 feet and a chord bearing of S 87°58'55" E; thence run Easterly along the arc of said curve 124.72 feet through a central angle of 08°24'25" to the end of said curve; thence run S 02°11'08" E for a distance of 125.00 feet to the beginning of a non-tangent curve concave to the North, having a radius of 975.00 feet and a chord bearing of N 89°56'14" W; thence run Westerly along the arc of said curve 76.52 feet through a central angle of 04°29'47" to the end of said curve; thence run S 02°18'40" W for a distance of 50.00 feet to the beginning of a non-tangent curve concave to the Southwest, having a radius of 25.00 feet and a chord bearing of S 43°50'40" E; thence run Southeasterly along the arc of said curve 38.26 feet through a central angle of 87°41'20" to the end of said curve; thence run S 00°00'00" E for a distance of 236.50 feet to the North right of way line of State Road No. 50; thence run S 88°54'17" W along said North right of way line for a distance of 357.69 feet; thence run N 88°48'17" W along said North right of way line for a distance of 1014.01 feet to the West line of the East 1/2 of the Northwest 1/4 of aforesaid Section 22; thence run N 01°28'53" E along said West line for a distance of 1218.89 feet to the South line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence run N 87°50'02" W along said South line for a distance of 664.79 feet to the West line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of said Section 22; thence run N 01°21'25" E along said West line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 for a distance of 1330.78 feet to the Point of Beginning. Containing 48.748 acres, more or less.



AND

Those lands described in Exhibit "A" to the Warranty Deed from Arlington-Clermont Investments, L.L.C. to The Ryland Group, Inc. dated December 7, 2005 as recorded in Official Records Book 03038 Page 1057, Public Records of Lake County, Florida LESS AND EXCEPT those lands described in Exhibit "A" to this Declaration.

## **EXHIBIT “E”**

(“Dock Guidelines”)

### **CANAL FRONT WALKWAYS AND DOCKS**

Each canal front lot can install a walkway, dock and a davit system to lift moored boats out of the water.

For the purposes of this section; a **Walkway** is a raised, 4-foot wide wooden walkway constructed perpendicular from the yard to the dock. **Deck boards** are board, which make up the walking surface of the walkway and dock. The **Dock** is a raised, 4 foot wide wooden structure at the waters edge constructed parallel to the shoreline, the **Davits** are devises to raise the boat out of the water attached /constructed on the dock at the waters edge.

### **WALKWAYS**

A single walkway leading from the yard area is to be constructed perpendicular to the canal. Maximum walkway width is 4 feet with or without handrails. Handrails if installed are to be constructed of wood. The walkway is to be constructed a minimum of two feet above and over any rear or front yard stormwater drainage swale and continues to be elevated at a minimum height of two feet over any buffer, wetland and or conservation areas as the walkway reaches the dock located in the canal. Walkways can have steps and or fixed ramps to allow for elevation transitions necessary to reach from the yard to the dock.

The walkway can be located within any area of the rear or front yard but no closer than 10 feet from either side yard lot line. The dock is also to be located no closer that 10 feet to the side yard lot line as projected out into the canal. There is to be a minium 20-foot separation between walkways and docks on adjacent lots. The walkway and dock layout can form T shaped or L shape configuration.

Walkways are not allowed to conflict with underground utilities by construction nor cover any above ground or flush mounted boxes or equipment.

Water and electric services can be extended to the dock. Service lines are to be hidden under the deck boards of the walkway and

dock. All electric lines are to be installed in conduits. Lights if installed on the Walkway or Dock are for the purpose of aiding loading and unloading from boats and watercrafts moored at the dock. The lights are to be turned off at all other times as to not disturb wildlife in the canal and adjacent marshes.

Filter cloth, along with rock sized between 6 inches to 18 inches in size are to be placed under the walkway in all areas except rear yard swales. Enough rock, multiple layers are to be placed as to hide the filter cloth from view.

The walkway and dock is to be constructed from wood suitable for marine construction, wood piling are to be placed in the canal and at the shoreline to support the dock and deckboard walking surface.

### **DOCKS**

A single dock is to be located such that the side of the dock facing the water should be no further than 4 feet beyond the shoreline. The shoreline side of the dock is to be located no further out into the canal than the projection upward of the 96.00 elevation contour of the canal slope. The 96.00 referenced is the normal water elevation of the canal. Floating docks are prohibited.

Dock length is limited to 30 feet maximum with a maximum width of 4 feet.

The top elevations of the deck boards on the dock should be no lower than elevation 97.50 which would allow 18 inches above normal water elevation for the construction of the structural cross members of the dock. The dock can be constructed higher than 97.50 but no higher than elevation 100.00 which is the average road grade elevation adjacent to lots that are located on canals.

No alteration/modification of the canal side slope is allowed. No attempt to move the dock further into the canal will be allowed. The shoreline side of the dock can be located closer to land if desired, but the maximum width of the dock is 4 feet.

### **PERMITS**

The specification for walkways and docks as described will conform to staying under the 500 square feet threshold for permit exemption on docks within Outstanding Florida Waters, (as of July 2007), and

therefore will not require a permits from; Florida Department of Environmental Protection, St. Johns River Water Management District and Army Corp of Engineers.

Permits are required by the City of Groveland. All walkways and docks are to be constructed by a Florida Licensed General Contractors with experience in constructing walkways and docks in Lake County.

While the walkways and dock dimensions provided will keep the square footage under 500 square feet threshold, no plans will be approved in a attempt to reach the threshold, that exceeded the square footage necessary to provide a single 4 foot wide walkway and a single 4 foot wide by 30 feet long dock.

### DAVITS

Boats and all watercrafts are to be removed from the canal after each use and are not to be moored in the water overnight. While small canoes and kayaks can be pulled from the water, larger boats and watercrafts can be kept at the dock by means of a davit system.

Davits are constructed/attached to piles either flush with the deck boards or extended from the structural support system of the dock within the 4-foot wide footprint of the dock. Davits systems are typically limited to a 4,000 pounds maximum load and that therefore becomes the limit as to the size of boat that can be moored and stored at the dock.

Davits systems above 4,000 pounds capacity will be considered on a case-by-case basis as long as the piling within the 4-foot wide footprint of the dock supports the davits. An additional requirement for Davits above 4,000 ponds is that the combination of the dimensional width of the dock and boat suspended from the davit is no more than 25% of the width of the canal cross section at the dock location.

No other system, which requires structural support beyond the extension of the piling within the 4-foot wide footprint of the dock, will be allowed.

## **MATERIALS**

The intent of this specification is to have the walkway, dock and any handrails constructed of wood suitable for marine construction. It is recognized that new composite, (non- wood), deckboard material have been introduced into the market place. Composite material will be considered in the required submittals.

The walkway and dock are to be left unstained and unpainted and are to be allowed to age and naturally weather. The use of a clear sealer or clear protector is recommended for protection of the wood surfaces. Composite material deck boards if used are to be gray in color, giving the appearance of weather wood. The purpose of this requirement is to provide a reasonable degree of uniformity with material and appearance that will blend in to the natural environment, and to prevent the unacceptable pink and purple etc. walkways and docks. Davits are to be painted white or have a galvanized metal finish.

## **PROHIBITED STRUCTURES**

Boat houses, trellis system, shade structures or any structure above the deckboard height is prohibited with the exception of a wooden handrail and or light system.

No storage lockers are to be located on the walkway or dock. All miscellaneous storage associated with boats and watercrafts is to be stored within the home and garages of the lot associated with the walkway and dock.

## **USAGE**

Upon notice of a hurricane or tropical storm-warning all boats and watercrafts are to be removed from the canals and dock areas and are to be stored away from the canal. No boats/watercrafts are to be stored on the davits during a hurricane/tropical storm event.