

**THE WOODLANDS AT HARBOR ISLAND VILLAS
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION made this 21st day of September, 2018, by WOODLANDS ASSOCIATION, INC., hereinafter referred to as "Association".

WHEREAS, Woodlands Association has incorporated under the laws of the of Florida, as a non-profit corporation, for the purpose of exercising the powers and functions aforesaid and as hereinafter set forth.

NOW THEREFORE, the Woodlands Association for itself and its successors and assigns, declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- a. "Association" shall mean and refer to Woodlands Association, Inc.
- b. "Property" shall mean and refer to that certain real property described on Exhibit "A" hereto and located in Lake County,
- c. "Common Property" shall mean and refer to those areas, within the Property, of land, open spaces, conservation area, and streets shown on the recorded subdivision plat of Harbor Island Villas, as recorded in Plat Book 26, Pages 16 and 17, Public Records of Lake County, Florida, together with Lot 13 and part of Lots 14 and 15 of Block IV, of said recorded subdivision, intended to be devoted to the common use and enjoyment of the Owners of all lots in the Property.
- d. "Lot" shall mean and refer to any plot of land set aside for purposes of improvement as a residential home site, intended to be subject to exclusive ownership and possession, and shown upon the recorded subdivision plat of which the Property is a part.
- e. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is situated upon the Property; but, notwithstanding any applicable theory of the law



of mortgages, Owner shall not mean or refer to any mortgagee of Lots unless and until such mortgagee has acquired title pursuant to foreclosure of any proceeding in lieu of foreclosure. Every owner shall be treated for all purposes as a single Owner, for each Lot held, irrespective of whether such ownership is joint, in common or tenancy by the entirety, majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.

- f. "Member" shall mean and refer to each Owner who is a Member of the Association as provided in the section of the Articles of Incorporation of the Association entitled "Membership".
- g. "Residence" shall mean a single-family dwelling occupying one or more contiguous Lots.

ARTICLE II

STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. Association. The Association shall be a non-profit corporation charged with the duties and vested with the power prescribed by law and set forth in the Articles of Incorporation, the By-Laws and this Declaration. Neither the Articles of Incorporation, nor the By-Laws shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of the Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) Members of the Association, (or if the member is a corporation, then a designated officer or director of such corporation). A Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with Declaration, and Association Articles of Incorporation and By-Laws.

SECTION 2. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation not to be a Member.

The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to such Lot. Any attempt to make a

prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the Owner thereof.

SECTION 3. Voting Rights. Each Owner, or if more than one Owner, collectively the Owners of each of the Lots within the above-described Property shall be entitled to one (1) vote. Owners of less than one full Lot – half (½) Lot – will have partial voting rights of ½ vote.

In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Lot, it shall thereafter be conclusively presumed authority and consent has been given by all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

In the event that more than one person shall at any time be the Owner of any Lot, all such persons shall be Members and vote for each such lot shall, subject to the provisions of the foregoing paragraphs, be exercised as such persons among themselves shall determine. For purposes of determining the votes allowed under this Article, no tenant or lessee of a Lot shall be entitled to any voting rights in the Association.

In the event a Lot is owned by a corporation, then said corporation shall designate one of its officers or directors to be the member and cast the vote for said Owner. If any officer or director casts a vote representing said Lot, it shall thereafter be conclusively presumed said person had the authority and consent of the corporation and its stockholders or members to so act.

SECTION 4. Duties of the Association. The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of this Declaration, have the obligations, duties and functions (subject to the provisions of this Declaration), to do and perform each and every of the following for the benefit of the Owners and for the maintenance, administration and improvement of the Property:

- a. “Enforcement” To take such action, whether or not expressly authorized herein or in any governing instrument, as may be reasonably necessary to enforce the restrictions, limitations covenants, affirmative obligations, conditions and other provisions of this Declaration, and the Articles of Incorporation and the By-Laws.
- b. “Operation and Maintenance of Common Property.” To own, operate and maintain and otherwise manage or provide for the operation, maintenance and management of the Common Property and easement areas, together with all easements for operation and maintenance

purposes and for the benefit of the Association or its Members over and within the Common Property and easement areas; to keep all improvements of whatever kind and for whatever purpose for time to time located thereon in good order, condition and repair; to maintain the streets free and clear from obstructions and in safe conditions for vehicular use all times and maintain the lawns and landscaping of the individual lots. The maintenance and repair of the streets lying within the Property shall be the responsibility of the Association.

- c. "Taxes and Assessments" To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes. It is the intent of this Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property appurtenant to such Owner's Lot constitutes an interest in real property on an proportionate basis appurtenant to each Lot, the value of the interest of each Owner in such Common Property shall be included in the assessment for each Lot and any assessment directly against such Common Property should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various Lots.
- d. "Insurance." To obtain and maintain insurance provided for by the By-Laws or this Declaration.
- e. "Enforcement of Restrictions." To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Declaration.

SECTION 5. Powers and Authority of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida as set forth in Statute 720 - Homeowners' Associations Part (s) I, II and III, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the By-Laws, or this Declaration. The Association shall have power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles of Incorporation and the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association including the following which are listed without intent to limit the foregoing articulation:

- a. **"Assessments."** To levy assessments on the Owners of Lots (improved or unimproved) and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.
- b. **"Right of Enforcement."** In its own name, on its own behalf or behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any provision of this Declaration, the Articles of the Association or the By-Laws, and to enforce, by mandatory injunction or otherwise, all of the provisions thereof.
- c. **"Easements and Rights-of-Way."** To grant and convey to any third party easements and rights-of-way in, on, over and under the Common Property including the private streets located therein for the purposes of constructing, erecting, operating or maintaining thereon, therein or thereunder (1) overhead or underground lines, cables, wires, conduits or other devices for the transmission or electricity and or lighting, heating, power, telephone, community television, radio and audio and antenna facilities and for other appropriate purposes, (2) public sewers, storm water drains and pipes, water systems, sprinkler systems, water, heating and gas lines or pipes, and (3) any similar public or quasi-public improvements or facilities.
- d. **"Maintenance and Repair Contracts."** To contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all improvements of whatsoever kind and for whatsoever purpose from time to time located upon or within the Common Property or easement areas.
- e. **"Insurance."** To obtain, maintain and pay for, or otherwise provide for such insurance policies or bonds, whether or not required by and provision of this Declaration or the By-Laws, as the Association may deem to be appropriate for the protection or benefit of the Association, the members of the Board, Owners, their tenants or guests, including, but not by way of limitation, liability, workmen's compensation insurance and performance and fidelity bonds.
- f. **"Professional Services."** To contact and pay for, or otherwise provide for, any necessary services of architects, engineers, attorneys, certified public accountants, and such other professional and non-professional services as the Association deems necessary.
- g. **"Street Maintenance."** To contract and pay for, or otherwise provide for, the construction, reconstruction, repair replacement or refinishing of any

roads, or other paved areas upon any portion of the Property not dedicated to any governmental unit.

- h. "Protective Services." To contract and pay for, or otherwise provide for fire, security, and other such protective services as the Association shall from time to time deem appropriate for the benefit of the development, the Owners, their tenants and guests.
- i. "General Contracts." To contract and pay for, or otherwise provide, such materials, services, supplies, equipment and labor as and to the extent the Association deems necessary.
- j. "Liens." To pay and to discharge all liens from time to time placed or imposed upon any Common Property on account of any work done or performed by or on behalf of the Association in the fulfillment of any of its obligations and duties of ownership, maintenance , repair operation or administration.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTY

SECTION 1. Member's Easements of Enjoyment. Subject to the provisions of this Article, every Member of the Association shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Property and street easement area (and street improvement located therein) and landscape and fence easement areas and such rights shall be appurtenant to and shall pass with the title to every Lot Said rights shall include, but not be limited to, the following:

- a. Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets in the Common Property and easement area for all lawful purposes; and
- b. Rights to connect with, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, sewers and drainage lines which may from time to time be in or along the streets or other areas of the Common Property and easement areas.

SECTION 2. Title to Common Properties. The Association holds title to all Common Property in order to preserve and enhance the property values and amenities of the development, the Common Property and streets located, thereon, shall at all times be maintained in good repair and condition and shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The

maintenance and repair of the Common Property shall include, but not be limited to the repair of damage to roadways and landscape maintenance.

This section shall not be amended to reduce or eliminate the obligation for maintenance and repair of the Common Property.

SECTION 3. Special Association Easements. The streets located within the Property have been built and completed and generally follow, but do not completely lie within, the Tract B area on the Plat of Harbor Island Villas designated therefor, but rather encroach on certain lots in the Property adjacent thereto. The Developer granted to Woodlands Association, Inc., a perpetual easement for such construction encroachments which now exist, or hereafter exist caused by settlement, repair or replacement of such street improvements, and said encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist. The Developer also granted to Woodlands Association, Inc. an easement for the purposes of the Association planting and maintaining a parkway landscape area over the following described property, to-wit:

That portion of Lots 3 and 4, Block III, HARBOR ISLANDS VILLAS, as recorded in Plat Book 25, Pages 16 and 17, Public Records of Lake County, Florida, which lies between the North line of the existing street adjacent to said lots and North line of said lots, such easement to continue to exist until said street no longer encroaches on said lots.

The Association holds an easement over the following described property, to-wit:

The South 30' of Lot One, Block II and the North 30' of Lot One, Block III, according to the Plat of Harbor Island Villas, as recorded in Plat Book 25, Pages 16 and 17, Public Records of Lake County, Florida.

for the purpose of the Association planting and maintaining a landscape entrance area for the beautification of the Property, such easement to continue to exist until these restrictions and covenants be terminated as herein provided.

The Association was granted an easement over the following described property, to-wit:

The North 30' of Lots One, Two and Three, the North 15' of Lot Four and the North 5' of Lot six, all in Block II, Harbor Island Villas, as recorded in Plat Book 25, Pages 16 and 17, Public Records of Lake County, Florida

for the purpose of the Association erecting and maintaining a privacy fence within the easement area and maintaining the area north of the fence in its natural state or such other state as the Association from time to time deems most desirable for the Property.

This easement shall exist and continue until the Association shall release the same deeming it no longer necessary for the benefit of the Association and Property.

SECTION 4. Easement Reserved Unto the Association Over Lots and Common Property. The Association hereby reserves unto itself, its successors and assigns, all necessary licenses, rights, privileges and easements over, upon, under and across the streets, Common Property and easement areas mentioned in Section 3 above, including but shall not be limited to, (1) the right to use the said property for rights-of-way and easements to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewer and water mains and pipes, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, cable television, sewer, water or other public conveniences or utilities, including US Postal Service maintained mailboxes, (2) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance, (3) the right and easement of ingress and egress for purposes of development and construction, (4) to maintain the deeded waterfront Property and dock on Lake Eustis, and (5) to otherwise complete in an orderly and economic manner the development of the Property.

SECTION 5. Beneficiaries of Easements, Rights and Privileges. The easements, licensees, rights and privileges established, created and granted by the Declaration shall be for the benefit of and restricted solely to the Association and the Owners; and any Owner may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

SECTION 6. Easement for Police and Fire Protection, etc. The streets and roadways reflected on the plat of the Property are not required for public use and will not be dedicated as part of the city, county, state or federal street or highway systems but shall remain the sole and exclusive private property of the Association as herein set forth. The Association hereby grants over the street to all present and future owners of Lots in the Property, their guests, invitees and licensees, and to delivery, pick-up, garbage, and fire and police protection services, and other authorities of the law, US Postal Service representatives, meter readers and representatives of utilities, and other persons authorized by the Association to serve the Property, and to holders of mortgage liens on said lands, to serve the Property, the non-exclusive and perpetual right of ingress and egress over and across the Common Property, and the streets located thereon.

SECTION 7. Easement for Fairoaks Association, Inc. An easement is granted to Fairoaks Association, Inc., for the enjoyment of its members and their guests, over the streets and roadways as built and completed, or as they may exist in the future, a

perpetual easement for ingress and egress to the pool and clubhouse located on adjacent property known as Fair Oaks, a Condominium. In addition, an additional easement is granted to Fair Oaks Association, Inc., for the enjoyment of its members and their guests, over the parking area the parking area, being approximately twenty-one feet, six inches by ninety-two feet, presently constructed near the pool south fence line of Fair Oaks, a Condominium, to use such parking area for parking while enjoying the pool and clubhouse area of Fair Oaks, a Condominium. In consideration of the granting of the parking easement, and by acceptance thereof, Fair Oaks Association, Inc. agrees to pay 50% of the costs of maintenance and/or resurfacing of said parking lot as dictated by base or bituminous surface conditions as determined from time to time by Woodlands Association, Inc. The easements granted in this paragraph are condition upon the grantee and users thereof observing and complying with all the present and future restrictions, conditions, rules and regulations (other than financial obligations, the grantee's sole financial obligation being as set forth in the preceding sentence), governing the use of and affecting the Common Property of the Woodlands at Harbor Island Villas.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments.

- a. Each Owner of any Lot in the Property, by acceptance of a deed thereafter, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay the Association:
(1) Annual Maintenance Assessments or charges; and (2) special assessments for capital improvements or otherwise such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including court costs and costs associated with an appeal and reasonable attorneys' fees for collection, trial and appeal, as hereinafter provided, shall be a charge on the Lot and improvements located thereon and shall be a continuing lien upon such property against which each such assessment is made. Each such assessment, together with such interest, costs and attorneys' fees as provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.
- b. "Exempt Property." The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

1. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and
2. All Common Property as defined in Article I, Section I hereof; and
3. All properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and

Except as set forth in this subparagraph, no land or improvements devoted to dwelling use shall be exempt from assessments, charges or liens.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and, in particular, for the improvement and maintenance of services and facilities which have been constructed, installed or furnished or may subsequently be constructed, installed or furnished, which are devoted to the purpose and related to the use and enjoyment of the Common Property and easement areas situated upon the Property, including, but not limited to:

- a. Payment of operating expenses of said Association, including, without limitation, real estate taxes and insurance; and
- b. Improvement and beautification of the streets and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the streets; and
- c. Maintenance, improvement and operation of drainage easements and systems; and
- d. Management, maintenance, improvement and beautification of landscaping on the Common Property and easement areas and the facilities located thereon, including the dock and deeded waterfront area; and
- e. Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property and easement areas, and/or in furnishing the services and facilities provided herein to or for the Members of the Association; and
- f. Repair and maintenance of the Common Property, streets situated thereon, and the easement areas; and

- g. Care and maintenance of the lawns of the individual lots, provided however, anything in this Declaration of Covenants and Restrictions to the contrary, notwithstanding, walled or fenced courtyards and/or walled or fenced patio/atrium areas, appurtenant to a particular residence on an individual lot shall be maintained by the Lot Owner; and
- h. Doing any other thing necessary or desirable in the judgment of said Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the Property therein, or to eliminate fire, health or safety hazards.

SECTION 3. Annual and Special Assessments.

- a. "Annual Maintenance Assessments." Each Owner's Maintenance Assessment is calculated on the number of contiguous Lots or portion of Lots on which the owner's Residence is built.
- b. The Owner's Annual Maintenance Assessment is payable in advance, each month, beginning on January 1, in equal installments. If desired, the Owner may pay more than one month in advance, up to the full year's Assessment.
- c. "Increase of Assessments." The Board of Directors of the Association shall annually, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for each year. Any new annual maintenance assessment exceeding one hundred fifty (150%) per cent of the assessment for the previous year shall have the approval of eighty (80%) per cent of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of the meeting and which notice shall set forth the purpose of the meeting. Also, the Annual Maintenance Assessment may be increased by an eighty (80%) percent vote of the Members so present at a meeting called for this purpose upon the aforementioned written notice.

SECTION 4. Special Assessments for Capital Improvements. In addition to the Annual Maintenance Assessments authorized by Section 3 hereof, the Board of Directors may levy a Special Assessment for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of eighty (80%) per cent of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of the meeting and which notice shall

set forth the purpose of the meeting, if such assessment shall exceed fifty (50%) per cent of the total regular annual assessment. Such special assessments shall be due and payable in the manner set by the Board making the assessment.

SECTION 5. Quorum for any Action Authorized Under Sections 3 and 5. The presence at the meeting of Members, or of proxies, entitled to cast a majority of all the votes of the membership shall constitute a quorum.

SECTION 6. Effect of Non-Payment of Assessment. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot with respect to the ownership of which the assessment accrued which shall bind such property in the hands of the then Owner, his heirs, successors, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall also remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the Association may elect to declare all past due assessment installments and all installments to become due during the remainder of such fiscal year then due and payable in full, as if such aggregate sum had originally been stipulated to so become due and payable in full, and Association shall have the right to foreclose its lien for such assessments. The assessment shall bear interest from the date due at the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or to foreclose the lien against the property, and there shall be added to the amount of such assessment interest, costs of collection and court costs, and reasonable attorneys' fees, including costs and fees on appeal, all of which shall be secured by the lien hereby created. Reasonable attorneys' fees and costs of collection shall be recoverable whether or not suit be brought.

If it becomes necessary for the Association to file a claim of lien against any Lot, a lien fee may be charged by the Association. Such lien fee shall be added to the unpaid assessment, accrue interest at the above stated rate, and the same shall be secured by the lien hereby created. The said lien shall be effective from and after the time of recording, in the public records of the county in which the Property is located, of a claim of lien stating the description of the Lot, the name of the record owner, the amount due and the due date, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid or until barred by Florida Statutes. All such claims of lien shall be signed and acknowledged by an officer or agent of the Association. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of said county. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the

claim of lien. The Board of Directors may take such action as they deem necessary to collect assessments by personal action and/or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interest of the Association. The delinquent owner shall pay all costs, including reasonable attorneys' fees, for filing any action or suit enforcing and foreclosing a lien and the lien shall be deemed to cover and secure such costs and fees. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose and an assessment lien and to apply as credit against said bid all sums due the Association which covered by the lien enforced and thus purchase the Lot at the foreclosure and to hold, lease, mortgage and convey it.

SECTION 7. Subordination of the Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any institutional first mortgage now or hereafter placed upon the properties subject to assessment; provided, however, a sale or transfer of such property pursuant to a decree of foreclosure or proceeding in lieu of foreclosure shall not relieve such property from liability for any assessments which thereafter become due, nor from the lien of any such subsequent assessment, said assessment liens, however, shall be subordinate to the lien of any institutional first mortgage thereafter placed upon the properties subject to the assessment.

ARTICLE V

MAINTENANCE, ALTERATION AND IMPROVEMENT OF RESIDENCES

Responsibility for the maintenance of the property and restrictions upon its alteration shall be as follows:

SECTION 1. The Owner of each Lot must keep and maintain the improvements upon his Lot, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work to the improvement upon his Lot which, if omitted, would adversely affect the Property, the other Lot Owners, or the Association and its members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such improvements.

SECTION 2. In order to preserve the architectural appearance of the Property as the same was originally designed and constructed, no Lot Owner without prior written consent of the Board shall construct any improvement on his Lot or change, paint, or in anywise modify or alter the design or the appearance of any of the exterior surfaces, facades and elevations of the improvements on his Lot, or windows, screening, or color of any exterior lights or doors. A Lot Owner shall not without prior written consent of the Board install, erect or attach to any part of the exterior or roof of the improvement on his Lot or any part of the Common Elements any type of radio,

television or citizens band radio aerial whether for sending or receiving; nor shall any Owner erect or construct any original construction of any type without such Board approval. However, upon written request, the Board of Directors of the Association may find that any of the above construction of improvements, changes or any other alterations are not detrimental to the interest of the Association and its members, and it may authorize a Lot Owner to make such original construction, change, modification or alteration, provided that in the case of construction or a change, modification or alteration of a substantial or material nature, which structurally alters the improvements, or which makes a major architectural appearance change, the following requirements must be met: (a) improvement on his Lot or the change, modification or alteration does not adversely affect the Association, or any member thereof; and (b) a copy of plans for any such construction or alteration shall be filed with the Association and approved by its Board of Directors prior to commencement of the work.

A lot owner shall submit a copy of construction plans to the Board or the Architectural Review Committee, if appointed for their written approval. The plans shall include, but not be limited to: a) building plans including elevation and location of construction on plot plan b) landscaping, including fences, irrigation system; c) proposed building materials and specifications.

In order to preserve the architectural appearance and to conform to existing dwellings, new construction shall adhere to the following: a) Masonry construction-stucco on concrete blocks; b) Roofing materials to consist of concrete or clay tile; c) Garage shall be attached with capacity of minimum two automobiles; d) concrete driveway; e) minimum living area of 1000 square feet, excluding garage or porches; f) Construction of detached utility rooms, storage sheds, car ports or outbuilding is prohibited; g) All exterior colors for new or existing dwellings to be approved by the Board or the Architectural Review Committee. Any deviation from the Construction Guidelines must be approved by the Board of Directors or the Architectural Review Committee.

Section 3. Maintenance of Premises. In the event an owner of any lot shall fail to maintain their properties and improvement situated thereon in a manner satisfactory to the Board of Directors of the Association and after a thirty (30) day notice given by the Board of Directors to the lot owner apprising him of the maintenance deficiencies, and upon the approval of two-thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and independent contractors, to enter upon the subject parcel to repair, maintain and restore the lot and exterior of buildings. The entry onto the lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment of the subject parcel.

Such assessment which remains unpaid, together with interest, costs and reasonable attorney's fees, shall be a charge on the lot and shall be a lien upon the lot as provided hereinafter in this Article. Each assessment, together with interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligations for delinquent assessments shall not pass to an owner's successors in title unless expressly assumed by them. The Association or any owner shall have the right to enforce by judicial proceedings, all restrictions, conditions, covenants, reservations, liens, foreclosure of liens, and charges, now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained, shall not be deemed a waiver of the right to do so thereafter. The prevailing party in an action brought to enforce any provisions of the Declaration shall be entitled to recover attorney's fees for trial and appeal.

ARTICLE VI

UNIMPROVED LOT MAINTENANCE

Unimproved Lot Maintenance is the responsibility of the Property Owner. Lots shall be maintained in accordance with the standards of the community.

SECTION 1. Lot Maintenance. In addition to maintenance upon the Common Property, lawns of individual owners, and streets, the Association shall have the right to provide exterior maintenance upon any Vacant Lot; subject, however, to the following provisions. Prior to performing any maintenance on a Lot, the Board of Directors of the Association shall determine that said property is in need of maintenance and is detracting from the overall appearance of the development. Prior to commencement of any maintenance work on a Lot, the Association must furnish thirty (30) days prior written notice to the Owner at the last address listed in the Association's record for said Owner notifying the Owner that, unless certain specified maintenance is made by the Owner within said thirty (30) day period, the Association shall perform said maintenance and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Association shall have the right to enter in or upon any such Lot, or to hire personnel to do so, to perform such necessary maintenance as is specified in the above written notice.

SECTION 2. Assessment of Cost. The cost of such Lot maintenance shall be assessed against the Lot upon which such maintenance is done immediately upon completion of the work and shall be a lien due and collectible, along with interest, costs of collection and reasonable attorneys' fees, in the same manner as delinquent assessments, as provided in Article V hereof. The Board of Directors of the Association,

when establishing the annual assessment against each Lot for any assessment year, may add thereto the estimated cost of the exterior maintenance for that year, if the Association had to perform any maintenance on said Lot the previous year, but the Board shall hereafter make such adjustment with the Owner as is necessary to reflect the actual costs thereof. The costs incurred by the Association pursuant to this and foregoing section shall accrue interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner.

SECTION 3. Access to Reasonable Hours. For the purpose of performing the maintenance authorized by the Article, the Association, through its duly authorized agents or employees, shall have the right after reasonable notice to the Owner, to enter upon and Lot at reasonable hours on any day except Sundays and Holidays.

ARTICLE VII

AMENDMENT

The owners of at least eighty (80%) percent of the Lots affected by this Declaration may change or amend any provision hereof by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of the county in which the Property lies.

A proposed amendment may be initiated by the Association, or by petition signed by the Owners of fifteen (15%) per cent of the Lots affected by this Declaration to be amended at least forty-five (45) days but not more than ninety (90) days prior to a designated meeting to discuss such particular amendment. Said recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive full right to rely upon said recitation in such recorded amendment. The amendment shall be effective upon recordation among the Public Records of the county wherein the Property is located.

;

ARTICLE VIII

DURATION AND TERMINATION

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for the

term of thirty (30) years from the date this Declaration is recorded, unless and until an instrument signed by the then Owners of eighty (80%) per cent of the Lots has been recorded, agreeing to terminate said covenants and restrictions in whole or in part.

SECTION 2. Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association, the real and personal assets, including the Common Property, shall be dedicated to an appropriate public agency and/or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to the purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the said properties shall be effective to divest or diminish any right or title to any Member vested in him under the licenses, covenants and easements of this declaration.

ARTICLE IX

PRESENT SUBSEQUENT OWNERS

SECTION 1. Present Subsequent Owner or Owners as used herein shall mean and refer to those persons or entities who appear as signatories hereto who have previously to these presents been deeded Lots in the Property. Present Subsequent Owners shall also be included in the Group described as Owner in paragraph (e.), Section 1 of Article I above.

ARTICLE X

ENFORCEABILITY

SECTION 1. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Association and the Members thereof, or any institutional first mortgagee, or any of them severally (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be

construed as cumulative all other remedies now or hereafter provided by law. The failure to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

SECTION 2. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

SECTION 3. 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 record of the Association of such mailing.

IN WITNESS WHEREOF, the undersigned Parties hereto have caused these presents to be executed the day and year first above written.

Signed, Sealed and delivered
in the presence of:

Nannette Schultz
Witness

Graci L. Warren
Witness

Nannette Schultz
Witness

Graci L. Warren
Witness

Nannette Schultz
Witness

Graci L. Warren
Witness

Nannette Schultz
Witness

Graci L. Warren
Witness

Nannette Schultz
Witness

Graci L. Warren

WOODLANDS ASSOCIATION, INC.

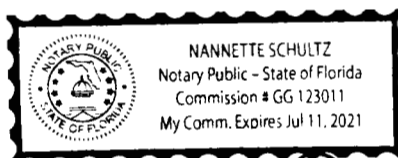
Alex Darnall
ALEX DARNALL
President

Liz Kent
LIZ KENT
Vice-President

Susan Pratt
SUSAN PRATT
Secretary

Warren Lenington
WARREN LENINGTON
Treasurer

Velma Cotterill
VELMA COTTERILL
At-Large



State of Florida County of Lake
The foregoing instrument was acknowledged before me
this 1st day of October, 2018.
By Alex Darnall, Liz Kent, Susan Pratt,
Personally known OR produced identification ✓
Type of identification produced All produced FL ID
Nannette Schultz Notary Public
My Commission Expires July 11, 2021

Warren Lenington
and Velma Cotterill

Q.R.
BOOK 844 PAGE 2367

That part of Harbor Island Villas as recorded in Plat Book 25, Pages 16 & 17, Public Records of Lake County, Fla. described as follows:

From the N.W. corner of Lot 14, Block 22, Eustis Heights as recorded in Plat Book 6, Page 84 Public Records of Lake County, Fla., run N.00°07'40"W. 50.00 ft. to the S.W. corner of Lot 1, Block III of said Harbor Island Villas and the Point of Beginning; From said P.O.B. continue N.00°07'40"W. along the West boundary of Harbor Island Villas 395.00 ft.; thence S.89°49'40"E. 413.71 ft.; thence S.69°47'40"E. 37.76 ft.; thence N.89°52'20"E. 51.30 ft.; thence N.0°07'40"W. 92.30 ft.; thence S.89°52'20"W. 12.65 ft.; thence N.21°36'28"W. 75.84 feet to the N.W. corner of Lot 14, Block IV, Harbor Island Villas, (said Point being on the boundary of Phase I, Fair Oaks, a Condominium recorded in Condominium Plat Book 1, Pages 69 through 74, Public Records of Lake County, Fla.) thence along the boundary of Fair Oaks the following three calls, N.7°43'29"W. 271.10 ft.; thence N.43°49'09"E. 402.06 ft.; thence N.0°15'03"E. 178.43 ft. to the North boundary of aforesaid Harbor Island Villas; thence along the boundary of Harbor Island Villas as follows: S.89°44'57"E. 597.61 ft. to the N.E. corner thereof; thence S.0°02'36"W. 1322.07 ft. to the S.E. corner thereof; thence N.89°49'40"W. 1153.52 ft. to the S.W. corner of Lot 3, Block III; thence N.0°07'40"W. 50.00 ft. to the S.E. corner of Lot 2, Block III; thence along the South boundary of Lots 2 and 1 a distance of 144.50 ft. to the Point of Beginning.

Subject to all easements, rights of way and restrictions of record, if any.

Prepared by -
HALL, FARMER & ASSOCIATES, INC.
2007 Butler St., Leesburn, FL 32748

Exhibit "A"

The Woodlands Association is identified as Tract B of Harbor Island Villas shown on Page 17 of Plat Book 25 of Eustis, Lake County, Florida. An enlargement of Tract B has been provided to show a visual description of the Plat identifying specific parcels (lots) within the association. Per 720.405(2), F. S. the Plat along with the attached owners list constitutes the legal description of each parcel/lot and owners name as of last completed tax assessment roll of Lake County. The list is in Block and parcel/lot number sequence.

There are a total of 45 lots with voting rights, broken down as follows:

- Block II has 20 lots
- Block III has 13 lots
- Block IV has 12 lots*

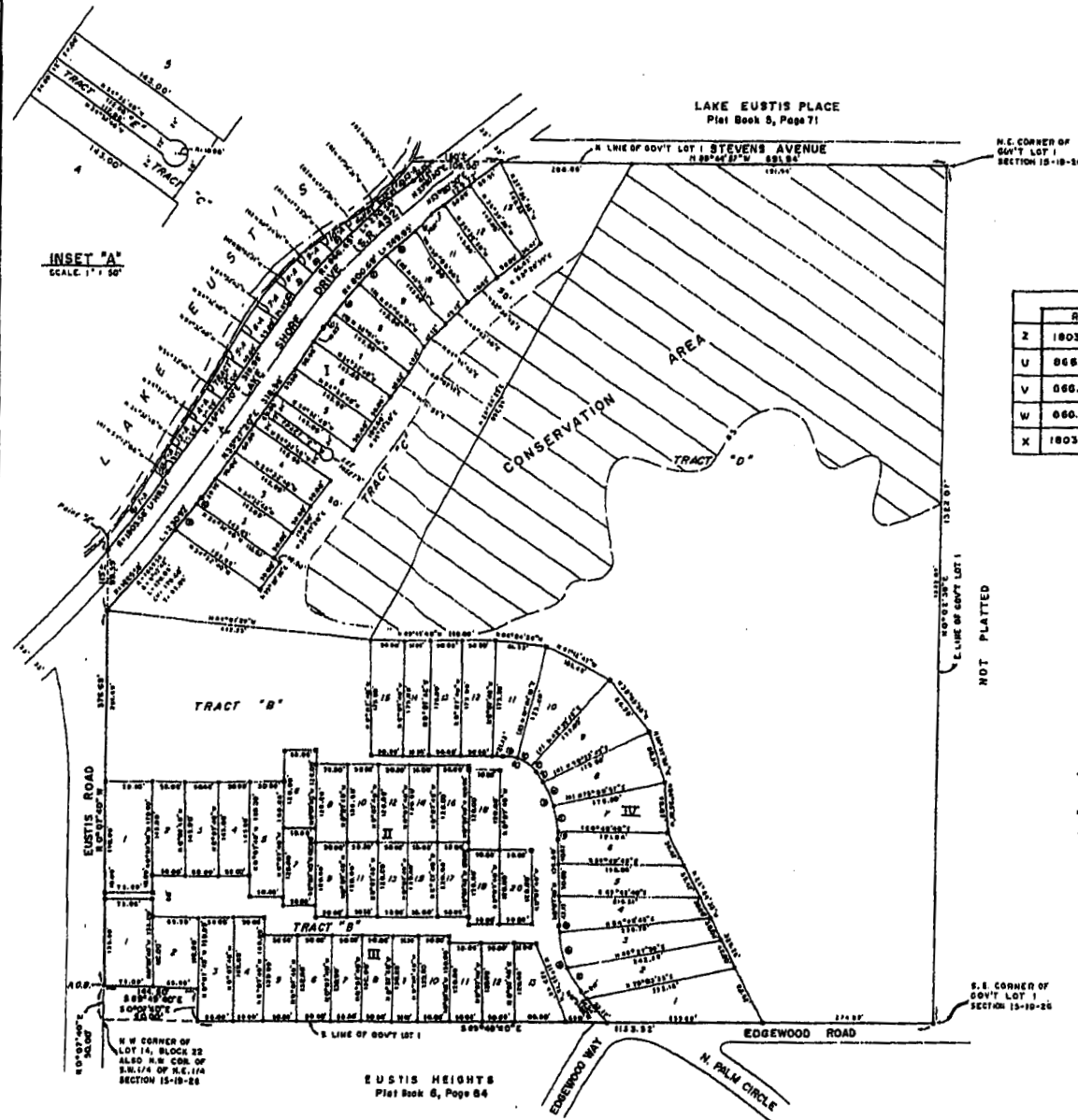
* Block IV lot 13 is HOA common area

Block IV lot 14 and 15 were transferred to Fair Oaks Condominiums Association, Inc. on April 27, 1990.

HARBOR ISLAND VILLAS

A SUBDIVISION IN SECTION 15, TOWNSHIP 19 SOUTH, RANGE 26 EAST,
EUSTIS, LAKE COUNTY, FLORIDA

PLAT BOOK 25
page 17



CURVE DATA AT LOT LINE					
	R	Δ	L	CH	T
Z	1803.55'	0°20'40"	10.85'	10.84'	5.45'
U	866.60'	1°00'00"	18.17'	15.10'	7.56'
V	866.60'	2°58'30"	45.00'	45.00'	22.51'
W	866.60'	2°00'31"	30.58'	30.30'	15.20'
X	1803.55'	4°24'10"	138.66'	138.63'	69.37'

LEGEND

- PERMANENT REFERENCE MONUMENT
- IRON PIN
- (R) RADIAL LINE
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT



NOTES

1. BEARINGS BASED ON MAGNETIC NORTH.
2. CORNERS NOT SET AT TIME OF RECORDING.
3. ALL FINISHED CONCRETE FOUNDATIONS TO BE 88.5 +.
4. CONSERVATION AREA NOT TO BE WITHIN LOTS OR ROAD RIGHT-OF-WAYS, THIS AREA CAN ONLY BE ALTERED WITH PERMIT FROM D.E.R.
5. THE FRONT 25' OF ALL LOT ARE SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS AND UTILITIES.
6. SUBJECT TO A 10' EASEMENT, 5' EACH SIDE OF ALL UTILITIES.
7. TRACTS A, B, C AND D ARE COMMON AREAS.
8. THIS PLAT IS SUBJECT TO A DRAINAGE EASEMENT TO THE CITY OF EUSTIS OR ITS AGENCIES FOR INGRESS AND EGRESS TO PROVIDE MUNICIPAL SERVICE.
9. 100 YEAR FLOOD PLANE EL. 85 M.S.L.

Block II	Lot #	Owner		Lot #	Owner
	1	John and Molly Roberts		13	Wendell Philip
		1 Forest Lane			PO Box 470667
		Eustis, FL 32726			Celebration, FL 34747
	2	John and Molly Roberts		14	Susan Laney
		1 Forest Lane			50 Forest Lane
		Eustis, FL 32726			Eustis, FL 32726
	3	John and Molly Roberts		15	Susan Laney
		1 Forest Lane			50 Forest Lane
		Eustis, FL 32726			Eustis, FL 32726
	4	Linda Buckenmyer		16	Susan Laney
		7 Forest Lane			50 Forest Lane
		Eustis, FL 32726			Eustis, FL 32726
	5	Linda Buckenmyer		17	Larry and Carol Carpenter
		7 Forest Lane			21 Forest Lane
		Eustis, FL 32726			Eustis, FL 32726
	6	Velma Cotterill		18	Susan Laney
		56 Forest Lane			50 Forest Lane
		Eustis, FL 32726			Eustis, FL 32726
	7	Warren and Anne Lenington		1/2 of 19	Larry and Carol Carpenter
		13 Forest Lane			21 Forest Lane
		Eustis, FL 32726			Eustis, FL 32726
	8	Velma Cotterill		1/2 of 19	David and Lisa Barner
		56 Forest Lane			25 Forest Lane
		Eustis, FL 32726			Eustis, FL 32726
	9	Warren and Anne Lenington		20	David and Lisa Barner
		13 Forest Lane			25 Forest Lane
		Eustis, FL 32726			Eustis, FL 32726
	10	Velma Cotterill			
		56 Forest Lane			
		Eustis, FL 32726			
	1/2 of 11	Warren and Anne Lenington			
		13 Forest Lane			
		Eustis, FL 32726			
	1/2 of 11	Wendell Philip			
		PO Box 470667			
		Celebration, FL 34747			
	12	Bruce and Cindy Clark			
		3421 Calgary Lane			
		Mt. Dora, FL 32757			

Block III	Lot #	Owner		Lot #	Owner
	1	Suzanne Fleming		11	Paula Heskett
		2 Forest Lane			22 Forest Lane
		Eustis, FL 32726			Eustis, FL 32726
	2	Charlie and Laverne Sheppard		12	Paula Heskett
		4 Forest Lane			22 Forest Lane
		Eustis, FL 32726			Eustis, FL 32726
	3	Carrie Knopke		13	George and Katherine Ikeler
		6 Forest Lane			2009 Abrams Rd
		Eustis, FL 32726			Eustis, FL 32726
	4	James and Liz Kent			
		1403 N Crestview Dr			
		Mt Dora, FL 32757			
	5	James and Liz Kent			
		1403 N Crestview Dr			
		Mt Dora, FL 32757			
	6	Susan Pratt			
		12 Forest Lane			
		Eustis, FL 32726			
	1/2 of 7	Susan Pratt			
		12 Forest Lane			
		Eustis, FL 32726			
	1/2 of 7	James and Liz Kent			
		1403 N Crestview Dr			
		Mt Dora, FL 32757			
	8	James and Liz Kent			
		1403 N Crestview Dr			
		Mt Dora, FL 32757			
	9	Barry Brcac			
		15286 Gar Hwy			
		Montville, OH 44064			
	10	Barry Brcac			
		15286 Gar Hwy			
		Eustis, FL 32726			

Block IV	Lot #	Owner		Lot #	Owner
	1	Elaine Huber		11	Alex and Pat Darnall
		27 Forest Lne			47 Forest Lane
		Eustis, FL 32726			Eustis, FL 32726
	2	C&C Realty Investment Gp		12	Estate of Manhar Jadav
		8501 Astronaut Blvd Suit 5-391			1020 Beckingham Dr
		Cape Canaveral, FL 32920			St. Augustine, FL 32092-5042
	3	C&C Realty Investment Gp		13*	Woodlands Association
		8501 Astronaut Blvd Suit 5-391			51 Forest Lane
		Cape Canaveral, FL 32920			Eustis, FL 32726
	4	Universal Divide, LLC		14*	Fair Oaks Condominiums
		PO Box 225			1111 Lakeshore Dr
		Mt. Dora, FL 32757			Eustis, FL 32726
	5	Universal Divide, LLC		15*	Fair Oaks Condominiums
		PO Box 225			1111 Lakeshore Dr
		Mt. Dora, FL 32757			Eustis, FL 32726
	6	Marlene Blye			
		37 Forest Lane			
		Eustis, FL 32726			
	7	Penelope Bartholmew			
		39 Forest Lane			
		Eustis, FL 32726			
	8	John and Patricia Prete			
		43 Forest Lane			
		Eustis, FL 32726			
	9	John and Patricia Prete			
		43 Forest Lane			
		Eustis, FL 32726			
	10	Russ and Cathy Krenn			
		45 Forest Lane			
		Eustis, FL 32726			

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

September 21, 2018

Alexander K. Darnall, President
The Woodlands Association, Inc. – Harbor Island Villas
51 Forest Lane
Eustis, Florida 32726

**Re: Woodlands Association, Inc. – Harbor Island Villas, Approval;
Determination Number: 18191**

Dear Mr. Darnall:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Woodlands Association, Inc. – Harbor Island Villas (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

A handwritten signature in black ink, appearing to read "James D. Stansbury".

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.