

Prepared by/~~Return to:~~  
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RECORDING FEES 129.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
PLYMOUTH CREEK ESTATES SUBDIVISION

THIS DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF PLYMOUTH CREEK ESTATES SUBDIVISION, is made this 23<sup>rd</sup> day of ~~June~~ August, 2007, by PLYMOUTH MB, LLC, (hereinafter called the "Developer") as Owner, with full power and authority to protect, conserve, sell, lease, encumber or otherwise dispose of the real property herein described.

WITNESSETH:

WHEREAS, Developer is the Owner of all Property known as PLYMOUTH CREEK ESTATES Subdivision, as more particularly described in Plat Book 0062, Page 0012, Public Records of Lake County, Florida (hereinafter referred to as the "Properties").

WHEREAS, Developer desires to impose a common plan of development on the Properties for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof;

NOW, THEREFORE, Developer hereby declares that all of the real property described in Exhibit "A", attached hereto and incorporated herein by reference shall be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall inure to the benefit of the Association, as hereafter defined, and will be binding on each Owner thereof, and their successors and assigns, as said terms are hereinafter more particularly defined.

All references to the "Declaration" or the "Declaration of Covenants, Conditions, and Restrictions of PLYMOUTH CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC." (and future additions) now or hereinafter made in other instruments of Public Records of Lake County, Florida, or in the Articles of Incorporation, Bylaws, and other corporate documents and papers of PLYMOUTH CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, shall mean and refer to this Declaration as herein set forth.

R: Deb Marchese Public Works

## ARTICLE I DEFINITIONS

**"ASSOCIATION"** means PLYMOUTH CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

**"COMMON AREA"** means all real property owned by the Association for the common use, benefit, welfare, and enjoyment of the Owners. The Common Area to be owned by the Association shall be designated by the Developer and may include landscape islands, water retention areas, entrance gate with equipment, recreation areas, and easements otherwise contained within portions of the property dedicated to the public or other governmental entity. In addition, the Common Area may include a water irrigation system consisting of a well, pump, pressure tank, all fixtures and controls related thereto, and the irrigation distribution lines, together with all street lighting fixtures and fittings.

**"DEVELOPER"** means PLYMOUTH MB, LLC, and its successors and assigns, if such successors and assigns should acquire for the purpose of development or sale the undeveloped or unsold portions of the Properties.

**"LOT"** means any plot of land shown upon any recorded subdivision map or plat of the Properties, together with all improvements thereon.

**"OWNER"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" excludes the Association to the extent the Association owns the Common Area. The Association and the Developer are deemed to be an Owner to the extent they own any Lot.

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

**"PERSON"** means any natural person or artificial legal entity.

**"RECORDED PLAT"** shall mean the recorded Plat of the Property as recorded in the Public Records Lake County, Florida.

**"SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM"** means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use of reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

## **ARTICLE II**

### **Association Membership and Voting Rights**

1. Membership. Every person who is the record Owner of a fee or undivided fee interest in any Lot that is subject to this Declaration will be a member of the Association. Provided however, that persons who hold an interest in any Lot merely as security for the performance of an obligation are not included within the membership of the Association and the giving of a security interest in a Lot shall not terminate an Owner's membership. Membership will be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot will be the sole qualification for membership. A member or a member's spouse may exercise the rights and privileges of membership, including the right to vote and hold office.

2. Voting. The Association will have two classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" members will be all Owners with the exception of Developer during the existence of Class "B" membership. Class "A" members will be entitled to one (1) vote for each lot owned. After termination of Class B membership, Class B members will automatically become Class A members.

When more than one person holds an interest in any Lot, the vote will be exercised as those Owners determine among themselves. Prior to any meeting at which such Owners desire to vote, they shall inform the Secretary regarding their manner of voting. In the absence of such advice, the vote for such Lot or Lots shall be suspended in the event that more than one person seeks to exercise it. All shares allocated to any parcel shall be cast as block of votes.

(b) Class "B". Class "B" members shall be the Developer. The Class "B" member will be entitled to exercise total voting control until the annual meeting following the transfer of control of the Association to the Class A Lot owners. Upon this event, Class "A" members may exercise voting rights and Class "B" membership shall cease to exist. No lots owned by Developer, its agents, or associates will be subject to any assessment until the annual meeting following the termination of Class "B" membership.

## **ARTICLE III**

### **ASSESSMENTS**

1. Creation of lien and personal obligation of assessments. Each Owner of any Lot by acceptance of a Deed therefore, whether or not it will be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments of charges, (b) special assessments, such annual and special assessments to be established and collected as hereinafter provided. Further, each Owner agrees to pay specific assessments as established pursuant to the terms of this Declaration levied against any particular Lot. All such assessments, together with interest, costs and reasonable

attorney's fees will be a charge on the land and will be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, will also be the personal obligation of each person who is an Owner of such Lot at the time the assessment was levied. Each Owner will be jointly and severally liable for his or her portion of each assessment coming due while he or she is the Owner of a Lot, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance of a Lot. Assessments will be paid in such manner and on such dates as may be fixed by the Board of Directors of the Association ("Board of Directors"), but shall initially be paid in annual installments.

2. Annual assessment. Annual assessments will be equally apportioned among all lots and shall be in an amount sufficient to fund the Association's annual budget, including reasonable reserves. The Board of Directors will prepare an annual budget for presentation, amendment if necessary, and adoption at the Annual Meeting of the Members, subject to being overridden by two-thirds vote of the Association members present or voting by proxy at such meeting. The annual assessment for each Lot will be determined by the total adopted budget divided by the total number of Lots within the Subdivision. Notwithstanding the foregoing, during the existence of Class "B" membership, the Developer may contribute to the annual budget such amounts, as it deems reasonable and necessary to carry out the responsibilities of the Association in an orderly manner.

3. Special assessments. In addition to the annual assessment, the Association may levy, in any assessment year, a special assessment, upon approval of a majority of the Class "A" members voting in person or by proxy at the Annual Meeting or a special meeting called for this purpose. The Board of Directors may make such special assessment payable in installments over a period of not more than three (3) years.

4. Specific assessments. In addition to other assessments, any lot owner shall be subject to specific assessments as penalties and damage resulting from violations of Association rules, or harm to the Association properties or value by the Owner of the subject Lot, or the Owner's agents or assigns. Notice of such violation or damage will be sent in writing to the Owner from an officer of the Association, together with action to be taken by the Owner to correct the violation or damage, a period of time for the Owner to correct the violation or damage, and the amount of the proposed specific assessment. The Owner may correct the violation or damage or pay the proposed special assessment within the time indicated in the initial notice from the officer, otherwise the matter shall be brought before the Board of Directors in a regular or special meeting. The Board will determine the amount and terms of any specific assessment, and may further specify additional penalties for further or continuing violations. The Board may adopt more specific procedures within the Association's rules and regulations.

5. Lien for Assessments. All sums owing against any Lot pursuant to this Article, together with interest as provided herein, will be secured by a lien in favor of the Association. Such lien will be superior to all other liens and encumbrances on such Lot except:

(a) Liens of ad valorem taxes; and

(b) Liens for all sums unpaid on a first mortgage, any other mortgage in favor of the holder of a first mortgage, or on any mortgage owned by Developer, duly recorded in the Public Records of Lake County, Florida, and all amounts advanced pursuant to such mortgage and secured thereby according to the terms of such instrument.

All other persons acquiring liens or encumbrances on any Lot after the recording of this Declaration, which liens or encumbrances have been recorded in the Public Records of Lake County, Florida, will be deemed to have consented that such liens or encumbrances will be inferior to future liens or assessments as provided herein, whether or not said consent is specially set forth in the instruments creating such liens or encumbrances.

6. Effect of nonpayment of assessments. Any assessments which are not paid when due will be delinquent. Any assessment that is delinquent for a period of ten (10) days will incur a late charge in an amount of five (5) percent of the assessment. The Association shall cause a notice of delinquency to be given to any member who has not paid an assessment within ten (10) days of its due date. If the assessment has not been paid within thirty (30) days from its due date, the Association may record a claim of lien against the Lot in the Public Records of Lake County evidencing its lien on the Lot for the amount of the unpaid assessment. The claim of lien shall secure the amount of the assessment, together with future unpaid assessments (as they may occur), late charges, interest on the principal amount due at the legal rate from the date the unpaid assessment(s) were levied, all costs of collection, reasonable attorney's fees and any other amounts provided or permitted by law. In the event the assessment remains unpaid after sixty (60) days from its due date, the Association may institute a suit to collect the amounts owed or to foreclose its lien. Each Owner, by accepting a deed for a Lot, vests in the Association, or its agents, the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the Association's lien in the same manner as other others liens created on, real property. The lien provided in this Article is in favor' of the Association and for the benefit of all other Owners. The Association, acting on behalf of all other owners, will have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage or convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his or her Lot.

**ARTICLE IV  
PURPOSES, RIGHTS AND OBLIGATIONS OF ASSOCIATION**

The Association is created to own and maintain the common elements of the Properties, as these elements are turned over by the Developer to the Association, and to provide a means of preserving and enhancing the property values and quality of life within the Properties.

1. Rules and regulations. The Association, through its Board of Directors, may establish reasonable rules and regulations concerning the use of the Properties. Copies of such rules and regulations (including amendments thereto) will be furnished by the Association to all Owners prior to their effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement is specifically overruled, canceled or modified in a regular or special meeting by the two-thirds majority vote of Class "A" members. The Board will have the authority to impose fines and other sanctions, which shall be collected as set forth in Article III of this Declaration.

2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association will determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly to the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration.

3. Implied rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

**ARTICLE V  
USE OF LOTS AND COMMON ELEMENTS**

1. Each and every Lot shall be used exclusively for single-family residential purposes. No residential dwelling shall be constructed in excess of two (2) stories in height, nor shall a residential dwelling be erected where the principal portion of the structure is designed for the use of a flat roof. Each residence or dwelling must have a floor living area of not less than two thousand two hundred (2,200) square feet under HVAC excluding porches, garages, or other appurtenances. No manufactured, mobile, prefabricated or off-site constructed home of any nature will be allowed. Construction trailers will be allowed on a Lot for one (1) year from the date the building permit is issued for said Lot. However, the construction trailer shall not be used as residence during the one (1) year construction period.

2. Other than routine maintenance and minor upgrades, no building, fence, wall or other structure shall be commenced, erected, or maintained upon a Lot, nor shall any exterior addition, change, or alteration be made to an existing dwelling or structure until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same 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, if created by the Board of Directors, by an architectural committee composed of three (3) or more representatives appointed by the Developer or Board, which approval shall not be unreasonably withheld, conditioned or delayed, if Lot Owner complies with reasonable architectural control and Lake County building standards.

3. All Lots shall be subject to easements for drainage and all utility services, including, but not limited to, electrical power, lights, water, gas, telephone, sewer, and TV cable, as required and as may be shown upon the plat of the Subdivision.

Easements and/or areas for installation and maintenance of utilities, drainage facilities and water retention are reserved as shown on the plat of the Properties (and future additions thereto) as recorded in the Public Records of Lake County, Florida. Within these easements and/or other areas no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. The easement areas of each Lot and all improvements in said areas shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for

access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater *management* system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer area or swales, without the prior written approval of the St. Johns River Water Management District.

4. All buildings on a Lot shall be set back pursuant to the Lake County Land Development Code, and shall comply with all other applicable requirements of said Code.

5. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period of like size.

6. No Lot or Common Area shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up, if sanitary containers are required to be placed at the road, all containers shall be kept at the rear of all dwellings out of sight from the road. There shall be no burning of trash or any other waste materials within the Properties.

7. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clotheslines shall be allowed or erected upon any Lot.

8. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain either on or adjacent to any Lot or Common Area for a period in excess of forty-eight (48) hours. This provision shall not apply to any vehicle kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot or Common Area. Recreational vehicles, such as trailers, campers, boats on trailers and motor homes, shall be parked behind the front building line of the lot out of view of the road or within an enclosed structure. No motor vehicle other than a passenger automobile may be parked at the front or side of any dwelling excepting pick-ups trucks and vans not larger than 8,000 pounds GVW or during pick-ups, deliveries or construction.

9. All oil tanks and bottled gas tanks must be underground or placed in walled-areas so that they shall not be visible from the road or adjacent properties. Additionally, well pressure tanks and



appurtenances shall also be landscaped or placed in walled-areas so that they shall not be visible from the road or adjacent properties.

10. No Owner shall engage in or permit the use of a Lot for commercial purposes which is or may become an annoyance or nuisance to the neighborhood as determined by the Board of Directors in their discretion.

11. No cattle, poultry, or animals shall be kept on any Lot except dogs or cats. All animals shall be contained by an adequate fence or shall be on a leash or tether under the control of an individual when outside. Further, allowed animals shall be household pets and not being raised for commercial purposes or boarded. Owners of multiple adjacent Lots may have the number of horses equal to the number of adjacent Lots, provided that all such Lots are adequately fenced.

12. No structure, mobile home, trailer or other building of temporary character may be used as a residence on any Lot.

13. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lot. The Board of Directors shall have the right to ensure compliance with this covenant by determining, in their sole discretion, if a Lot is in violation hereof and, if so, taking all reasonable steps to bring such Lot into compliance and charging all incident expense to the Owner as provided in Article III hereof.

14. No carports shall be permitted and all garages must open only to the side or rear of the dwelling away from the road.

15. All exteriors of dwellings must either be hardie board or equal, wood, brick, stone, stucco, or any combination thereof.

16. All structures shall have a finished floor level in accordance with Lake County specifications.

17. All dwellings shall have a continuous driveway paved (concrete or asphalt) from the building to the street. Each Lot shall be fully sodded and landscaped from the building to the street.

18. No mast for operation of a "ham" radio or similar devise shall be installed on any Lot. Also, any type of antenna (not to exceed 20' its height) and satellite dishes shall be placed in the rear of the house and not visible from the roadway.

19. All lots shall be provided electrical power service underground from the point of connection at the road.

20. All homes will have in-house fire sprinkler systems if required by Lake County building codes.

21. In the event a Lot Owner shall fail to maintain its Lot and the improvements constructed thereon in first-class condition as reasonably determined from time to time by the Board of Directors, the Association, after approval by a majority vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon and to maintain the Lot and any other improvements. The cost of this exterior maintenance shall be added to and become part of the assessment to which the Lot is subject as provided in Article III.

22. No Owner shall park commercial equipment or park a commercial vehicle on the roadway or on a Lot unless they are kept within an enclosed garage or otherwise concealed in such a way that the equipment or vehicle cannot be seen from the street.

23. Any septic tank installed within Lot 7 or Lot 9 shall be installed: a) within the south 50 feet of Lot 7, and b) within the north 40 feet of Lot 9.

#### ARTICLE VI GENERAL PROVISIONS

1. Enforcement. Each Owner will strictly comply with the Bylaws and the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time and with this Declaration. The Board of Directors may impose fines, specific assessments, or other sanctions, collection of which shall be as provided in Article III herein. The Developer, the Association, or any Owner shall have the right to enforce, by proceedings at law or in equity, these covenants and restrictions, seeking injunctive relief or damages, or both. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such action shall be entitled to recover such costs and attorney's fees, including costs and fees upon appeal, as are reasonably incurred in such action. There shall be no liability on the part of the Association or the Developer for the failure to enforce the terms of this Declaration.

2. Severability. The invalidation of any provision or provisions of these restrictive covenants, conditions and reservations by judgment or court order shall not effect or modify any of the other provisions of said restrictive covenants, conditions and reservations, which shall remain in full force and effect.

3. Term. These restrictive covenants, conditions, and reservations shall be binding on all Owners and upon their successors and assigns for a period of twenty (20) years from the date these restrictive covenants, conditions, and reservations are recorded in the Public Records of Lake County, Florida. After the initial twenty-year period during which the restrictive covenants, conditions and reservations shall be binding, these restrictive covenants, conditions and reservations shall continue to extend automatically for successive periods of ten years; provided, however, at any time after the initial twenty-year period following the recordation of these restrictive covenants, conditions, and reservations, a majority of the then Owners may amend these restrictive covenants, conditions and

reservations in whole or in part; said instrument shall signed by a majority of the then Owners of Lots and be recorded in the Public Records of Lake County, Florida in order to be effective.

4. Amendment. Prior to turn over of the Association by the Developer, this Declaration may be amended by an instrument signed by the Developer. Thereafter and prior to the expiration of the initial twenty (20) year term of this Declaration, this Declaration may be amended by an instrument signed by not less than seventy-five (75) percent of the Class "A" members. Any amendment must be properly recorded in the Public Records of Lake County, Florida.

5. Indemnification. The Association will indemnify every officer and director against any and all expenses, including counsel fees reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors will not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misfeasance, malfeasance, and misconduct or bad faith. The officers and directors will have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association will indemnify and forever hold each such officer harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or any former officer or director, may be entitled. The Association will as a common expense maintain adequate general liability and officers' and directors' liability insurance to fund this obligation.

6. Purpose and powers of the Association. The Association will operate, maintain and manage the surface water or stormwater management system in a manner consistent with the St. Johns River Management District permit requirements and applicable District rules, and will assist in the enforcement of the provisions of this Declaration which relate to the surface water or stormwater management system. The Association will levy and collect adequate assessments against members of the Association for the costs of maintenance and repair of the surface water or stormwater management system, including, but not limited to, work within retention areas, drainage structures and drainage easements.

7. Dissolution. 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 system must be transferred to and accepted by an entity that would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

8. Stormwater management system. The Association shall be responsible for the maintenance, operation, and repair of 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, conveyance or other surface water stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

9. Maintenance of drainage swales. The Developer may construct 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 his 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 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.

10. Amendments affecting stormwater management system. Any amendment to the Covenants and Restrictions which alter 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 area, must have the prior approval of the St. Johns River Water Management District.

11. Responsibility of Association to comply with permit. The Association shall operate, maintain and manage the stormwater management system in a manner consistent with the St. Johns River Water Management District General Permit Number 40-069-9817-1 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

12. Water Management District's right of enforcement. The 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 Covenants, Conditions and Restrictions which shall relate to the maintenance, operation and repair of the surface water or stormwater management system.

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

14. Notices. Any notice required to be sent to any Owner, under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as an Owner of a Lot on the records of the Association at the time of such mailing.

15. Appurtenant. This Declaration of Restrictive Covenants, Conditions and Reservations, shall run with and bind the land and shall inure to the benefit of those who purchase Lots from Plymouth MB, LLC their successors and assigns, and all who shall claim under, by or through them.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned, being the Developer, has hereunto  
set their hands and seals as of the day and year first written above.

Witnesses:

Patricia Susmore

Witness signature

PATRICIA SUSMORE

Witness printed name

Becky A. Neumann

Witness signature

Becky A. Neumann

Witness printed name

PLYMOUTH MB, LLC

By: Rulon D. Munns

Rulon D. Munns, Manager

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day  
of August, 2007, by Rulon D. Munns, Manager PLYMOUTH MB, LLC,  
who is personally known to me or who has produced a Florida driver's  
license as identification and who acknowledged that he executed the  
same on behalf of the company.

(SEAL)

My Commission Expires:



Becky A. Neumann  
Notary Legal Signature

EXHIBIT "A"

LEGAL DESCRIPTION

THE SOUTH 1/2 OF THE SOUTHWEST 114 OF THE NORHTEAST 114 OF SECTION 36,  
TOWNSHIP 19 SOUTH, RANGE 27 EAST, LESS THE NORTH 150 FEET THEREOF.

AND

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHEAST 114, RUN EAST 1056  
FEET; THENCE SOUTH 528 FEET; THENCE EAST 660 FEET; THENCE SOUTH 792 FEET;  
THENCE WEST TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST  
114; THENCE SOUTH TO THE NORTH SIDE OF THE RIGHT OF WAY OF OAK LANE;  
THENCE WEST ALONG SAID RIGHT OF WAY TO THE WEST LINE OF THE SOUTHWEST 1/4  
OF THE SOUTHEAST 114; THENCE NORTH TO THE POINT OF BEGINNING, ALL LYING  
AND BEING IN SECTION 36, TOWNSHIP 19 SOUTH RANGE 27 EAST, LAKE COUNTY,  
FLORIDA, SUBJECT TO EASEMENT OVER THE WEST 10 FEET OF THE SOUTH 112 OF  
THE SOUTHWEST 114 OF THE NORTHEAST 114 OF SAID SECTION 36.

AND

THE WEST 300 FEET OF LOT 1, BLOCK J, ACCORDING TO THE PLAT OF PLYMOUTH  
TERRACE, AS RECORDED IN PLAT BOOK 13, PAGE 46, PUBLIC RECORDS OF LAKE  
COUNTY, FLORIDA.