

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
NORTHRIDGE LAKE COUNTY HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION is made of this 26 day of Sept. 1995, by STAR DEVELOPMENT, INC, a Florida corporation, herein after referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the record owner of certain real property located in Lake County, Florida more particularly described on the attached Exhibit 'A' (the "Property"), and WHEREAS, Declarant desires to subject all of the Property to the terms and conditions of this Declaration, NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are created and established for the purpose of protecting the value and desirability of the Property, and enhancing and preserving the welfare of the residents and owners thereof. The restrictions, covenants and conditions contained herein shall run with the land and be binding upon all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

**Section 1 "Association"**, shall mean and refer to Northridge Lake County Homeowners Association Inc., a Florida not-for-profit corporation.

**Section 2 "Owner"** shall mean and refer to the record title owner of fee simple title to any Lot (whether one or more persons or entities), including contract sellers, but excluding parties holding such interest merely as security for the performance of an obligation.

**Section 3. "Property"** shall mean and refer to that certain real property hereinbefore described, and such additions thereto and additional phases, as may hereafter be brought within the jurisdiction of the Association.

**Section 4 "Common Area"** shall mean all real property (including the improvements thereon) owned by Association for the common use and enjoyment of the Owners including, but not limited to the surface water management system, the entrance walls, the utilities structures or facilities to service the entrance area, including but not limited to the irrigation system, the recreational area, including but not limited to the pool and sports cowl area and the street lights on the Property, Declarant shall have the right, but not the obligation, to convey additional property to the Association, and upon such conveyance said property (including the improvements thereon) shall also become Common Area

**Section 5, "Lot"** shall mean and refer to any separate plot of land as shown upon any recorded subdivision plot of the property, excluding the Common Area.

**Section 6 "Declarant"** shall mean and refer to Star Development Inc., a Florida corporation, and its authorized successors and assigns.

**Section 7. "Declaration"** shall mean and refer to this Declaration of Covenants and Restrictions, and any amendments or modifications made in accordance with the provisions hereof

**Section 8. "Structure"** shall mean any improvement upon the Property, including but not limited to residences, garages, storage buildings and pump houses, but not including improvements providing electric, telephone, television, water, sewer or other utilities set-vices, and not including paving and parking lots or roadways, surface water drainage Facilities, and signs permitted by this Declaration.

**Section 9. "Architectural Review Committee" or "ARC"** shall mean and refer to the committee created and established in accordance with the provisions of Article VII hereof.

**Section 10. "Surface Water or Storm water 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 or reuse water to prevent or reduce

flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

## **ARTICLE II** **PROPERTY RIGHTS**

**Section 1, Owner's Easement of Enjoyment.** Every Owner shall have right and easement to use and enjoy all or any portion of the Common Area for its intended purpose, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) Declarant may charge reasonable admission and other fees for the use of any recreational Lot or facility, which may be built upon the Common Area;
- (b) Declarant may suspend an Owner's voting rights and the right to use the Common Area for any period during which any assessment against such Owner's Lot remains unpaid or for a period not to exceed sixty (60) days for each infraction of the Association's rules and regulations concerning the Common Area;
- (c) Declarant may dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by Declarant,
- (d) Children under the age of eighteen (18) may not use the recreational Lots or Common Area unless accompanied by a parent or legal guardian, who is an Owner,
- (e) Boats and/or trailers are not permitted in any road, road right of way, the Common Area or any easements on the Property,
- (f) The Common Areas are for the use of residents and guests of residents, if accompanied by a resident, only
- (g) Failure to abide by any rules or regulations as set forth herein or as may hereinafter be promulgated shall result in forfeiture of the privilege to use the specific facility
- (h) The Association shall be responsible for the maintenance of all Common Areas other than the Surface Water and Storm water Management System which shall be maintained in accordance with Article VIII, Section 2

## **ARTICLE III** **MEMBERSHIP AND VOTING RIGHTS**

**Section 1 Members.** Every Owner, including Declarant, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

**Section 2. Classes of Membership.** The Association shall have two classes of membership, as outlined below.

**Class A.** Class A shall consist of Declarant and its successors or assigns. The Class A membership shall make all decisions pertaining to the Property and the Association until such time as the earliest of the following dates (hereinafter referred to as the "Conversion Date"):

- (a) the date Declarant (or its successors or assigns) voluntarily relinquishes control of the Association to the Class B members;
- (b) the date Declarant (or its successors and assigns) conveys the last Lot owned by Declarant to a third party, or
- (c) December 31, 2001.

Upon the occurrence of the Conversion Date, the Association shall succeed Declarant as Declarant hereunder, and thereafter the Class B membership shall make all decisions pertaining to the Property and the Association.

**Class B.** Class B shall consist of all Owners with the exception of Declarant and Declarant's successors and assigns. Class B members shall not be entitled to vote upon decisions concerning the Property or the Association until the Conversion Date. Following the Conversion Date, Class B members shall control the Association and render all decisions concerning the Association. Each Class B member shall be entitled to one vote for each Lot owned. In the event that two or more parties hold interest in any Lot, the vote for such Lot shall be exercised as such parties may determine, but in no event shall more than one vote be cast with respect to any Lot. Decisions of the Class B members shall be rendered in accordance with the provisions of the Bylaws of the Association.

**ARTICLE IV**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1 Creation of Lien and Personal Obligation for Assessments** Declarant, on behalf of each Owner, hereby covenants and agree to pay to the Association (1) Annual Assessments or charges, and (2) Special Assessments for capital improvements, such assessments lobe assessed and collected as hereinafter provided The Annual and Special Assessments, together with any interest due as hereinafter provided, any late penalty, and reasonable attorney fees incurred by the Association in the collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made, and the personal obligation of the Owner of such Lot (jointly and severally if more than one party). Should Declarant fund any deficit to pay for expenses of the Association, said funds shall be considered a loan with interest accruing at SunBank, N A. Orlando. prime plus one percent (1%) and the Association shall be obligated to repay said loan in full at the discretion of the Declarant from any assessments collected by the Association, but in no event later than the date of turnover of the Association to the homeowners.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used for such purposes as may be determined by the Association, including promotion of the recreation, health, safety and welfare of the Owners and for the Improvement, maintenance and operation of the Common Area.

**Section 3. Annual Assessments.** Annual Assessments shall occur on the earlier of the following. (i) date house is sold to an owner occupant, or (ii) for Phase I January 1, 1997 and initially be levied at \$200.00 per Lot, for each year commencing January 1 and ending the succeeding December 31 Thereafter the Board of Directors of the Association Shall fix the Annual Assessment on or before December 31 of each year, and shall determine whether such Annual Assessment shall be payable in one or more installments. Written notice of the Annual Assessments for each Lot and the due date(s) therefore shall be mailed to the Owner of such Lot at the address shown on the rolls of the Association. Annual Assessments shall be due and payable to the Association on the date(s) specified in such notice.

**Section 4 Special Assessments.** In addition to the Annual Assessments authorized above, the board of Directors of the Association may levy, in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, replacement or maintenance of any capital improvements on the Property which are the responsibility or obligation of the Association or Declarant. Such Special Assessments shall be due and payable at such times, and in such installments, as the Board of Directors may determine. Notwithstanding anything contained herein to the contrary. There shall be a one-time Special Assessment from each Lot owner (to be made payable to Northridge Lake County Homeowners Association, Inc. and collected at closing in addition to the Annual Assessment or any other Special Assessment) at the time construction of the home is complete and said home and Lot is transferred of \$200.00.

**Section 5. Uniform Rate of Assessment.** Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

**Section 6. Liability for Payment of Assessments.** Liability for payment of alt Annual and Special Assessments provided for herein shall commence as to a Lot immediately upon conveyance of such Lot from Declarant provided that the one time Special Assessment of \$200.00 as set forth above shall be paid at the time a home is constructed on the Lot and said Lot is conveyed. Upon the purchase of a Lot from Declarant, the purchaser shall, at the closing of such purchase, pay to Declarant the Annual Assessment for such Lot, prorated if such closing takes place during an assessment year. Notwithstanding anything contained herein to the contrary. Declarant shall not be liable for, nor be required to pay, any Annual or Special Assessments levied against any Lots owned by Declarant.

**Section 7. Effect of Nonpayment of Assessments; Remedies of the Association.** Any Annual or Special Assessment not paid when due shall bear interest from the due date at the rate of eighteen percent (18%) per annum. A late charge of Twenty-Five Dollars (\$25.00) per assessments shall also be due if payment is not received within fifteen (15) days after the due date. The Association may bring an action at law against an Owner to enforce payment of any assessment, or may foreclose the lien of such assessment as provided herein against the Lot against which such assessment was levied. No Owner may waive or otherwise avoid liability for assessments levied hereunder by non-use of the Common Area, failure to take possession of such Owner's Lot, abandonment of its Lot, or for any other reason.

**Section 8 Subordination of Assessment Lien 10 Certain Mortgages** The lien of the assessments provided herein shall be subordinate to the lien of any institutional first mortgage on any Lot Sale or transfer of any Lot shall not affect the validity, priority or enforceability of an assessment lien on such Lot.

**ARTICLE V  
INDEMNIFICATION AND INSURANCE**

**Section 1. Indemnification.** The Association covenants and agrees to indemnify and hold harmless Declarant from and against any and all claims, suits, actions, causes of actions, and damages arising from any injury, loss of life or damage occurring upon or within the Property and the improvements thereon, and from and against all loss, cost, expense, court costs and attorneys fees incurred by Declarant arising from any such claims, the investigation thereof or the defense of any actual proceedings brought thereon. The Association shall also indemnify Declarant for any expense Declarant may incur in bringing any suit or action for the purpose of enforcing the rights of Declarant hereunder or under any other Association documents The cost and expense of fulfilling the covenant of indemnification set forth in this Section shall be considered an operating expense of the Association.

**ARTICLE VI  
OPERATING EXPENSE OF THE ASSOCIATION**

**Section 1, Administrative and Operating Expenses.** The costs of administration of the Association and the performance of its functions and duties hereunder shall be considered operating expenses. In addition, the Association may retain a management company or contractors (any of which may be a subsidiary, affiliate or other related entity of Declarant) to assist in the operation of the Property and the performance of the obligations of the Association. The cost of any management company or contractors so retained shall be deemed to be part of the operating expenses of the Association.

**Section 2. Insurance.** Premiums on insurance policies which the Association in its discretion determines to obtain shall also be operating expenses of the Association The Association shall obtain and maintain the following insurance coverage for the Property:

- (a) Property insurance for improvements in the Common Area in such amounts as may be determined by the Association, covering loss or damage by fire and other hazards covered by standard extended coverage endorsement.
- (b) Comprehensive public liability insurance insuring against claims or demands made by any person or persons for injuries received in connection with, or arising from, the operation, maintenance and use of the Property and any Improvements thereon, with limits not less than ONE MILLION AND NO/100ThS DOLLARS (\$1,000,000.00) for personal injury and not less than FIVE HUNDRED Thousand NO/100ThS DOLLARS (\$500,000.00) for property damage
- (c) Such other types of insurance with such coverage as the Association may determine are necessary or beneficial for the protection of the Association or Common Area and any improvements thereon.

**ARTICLE VII  
ARCHITECTURAL REVIEW COMMITTEE ("ARC")**

**Section 1 Creation of ARC.** The ARC shall be composed of not less than three (3) nor more than five (5) persons, appointed by Declarant In the event of death, resignation, inability to serve, or other vacancy in office of any member of the ARC, Declarant shall appoint a successor member who shall serve for the duration of the unexpired term of the replaced member. The membership, rules of procedure and duties of the ARC shall be prescribed by and, from time to time, amended or modified by Declarant The ARC shall in all cases have the right to determine and designate building set back lines necessary to conform to the general plan of Northridge in order to preserve the integrity of the community. in this respect the ARCs judgment and determination shall be final and binding. Notwithstanding anything to the contrary, the ARC may grant special exceptions or variances to the Standards and Restrictions contained herein at its sole discretion.

**Section 2. Review of Proposed Construction Plans by ARC.** No Structure shall be erected, placed upon, altered, or permitted to remain on any Lot unless and until the Owner of such Lot has submitted an application (hereinafter referred to as an 'Application') for approval therefore to the ARC, together with three sets of construction plans and such other information as the ARC may require, and an application and processing fee of \$50 00, and such Application has been approved by the ARC. The ARC shall review the Application and other materials submitted with respect to (i) the quality of workmanship and materials to be used in such construction, (ii) the harmony of the external design and location of the proposed Structure with

respect to existing Structures within the Property, (iii) the location of the proposed Structure with respect to topography, vegetation and the finished grade elevation of the Lot, (iv) consistency of such Structure with the provisions of this Declaration, and (v) any other relevant considerations, including aesthetic factors.

Notwithstanding anything contained herein to the contrary, the Declarant shall have the right to grant blanket approval rights to the plans and specifications of the initial homebuilders for the subdivision and subsequent builders that Declarant sells multiple lots to. This approval shall be in writing and may effect all or a portion of the Lots in the subdivision and may provide for a waiver of the processing fee set forth above.

No building, sign, outside lighting, fence, hedge, wall, walk, dock or other structure or planting shall be constructed, erected, removed, planted or maintained nor shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ARC. Any change in the outward appearance of any improvement including but not limited to repainting it in a different color, adding decorative sculptures, wrought iron grills, or the like, shall also require approval in writing by the ARC before any work is commenced. Refusal of approval of plans, specifications, or location may be based upon any grounds, including purely aesthetic considerations, which the ARC, in its sole and uncontrolled discretion, deems appropriate.

**Section 3. The ARC shall respond in writing** to all Applications and shall serve a copy of such response upon the applicant, specifying the reasons for any disapproval. If the ARC falls or refuses to take action on an Application within sixty (60) days after such Application is properly submitted, then such Application shall be deemed to have been approved by the ARC, and no further action of the ARC shall be required for the approval thereof. Decisions of the ARC may be appealed in writing to the Declarant within ten (10) days after delivery of the ARC's decision. If the applicant fails to file an appeal within said ten (10) day period, the decision of the ARC shall be final. In the event of an appeal, Declarant shall take action on such appeal and either approve or disapprove in writing the decision of the ARC within thirty (30) days after receipt of the appeal. Declarant shall deliver a copy of its decision to the applicant and the ARC. If Declarant fails to take action on an appeal within sixty (60) days after such appeal is properly submitted, then such Application shall be deemed to have been approved by Declarant and no further action of Declarant shall be required for the approval thereof. The action of the Declarant shall be final.

**Section 4. Transfer of Authority over ARC.** At its discretion, Declarant may delegate to the Board of Directors of the Association the authority to appoint the members of the ARC. Thereafter, the Board of Directors shall appoint all members of the ARC in accordance with the provisions of this Article VII.

**Section 5. Guidelines for ARC Review** Guidelines to be used by the ARC in reviewing Applications include, but are not limited to the following.

**(a) Dwelling Size and Setback Requirements** Residences on each Lot shall contain a minimum of 1400 square feet, and shall not exceed thirty-five (35) feet in height. Unless otherwise specifically approved by the ARC in writing, no tool shed, storage room or other structure may be constructed on any Lot. Set back requirements for the Lots are as follows. (i) Front set back - 25 feet from the street, (ii) rear set back - 25 feet from the street with the rear building line on lakefront property measured from the established high water mark, (iii) side set back on corner Lots shall be 25 feet on the side adjacent to a public Street and 7.5 feet on the interior side yard, except on the Lots where the rear yard abuts another rear yard, 12 feet on the side adjacent to a public street shall be required.

**(b) Building Quality and Materials** The ARC shall have final approval of exterior building materials for all Structures. Exposed concrete block neither shall nor be permitted on the exterior of any residence or other Structure. The ARC shall not approve the use of imitation stone or brick for the exterior of residences and other Structures, and shall encourage the use of exterior materials such as natural brick, stone, wood or a combination of the foregoing. Plywood and Masonite siding is prohibited on the exterior of any Structure unless otherwise approved in writing by the ARC.

**(c) Exterior Trim and Color Plan** The ARC shall have final approval of exterior color plans for all Structures, and each Owner shall submit to the ARC along with such Owner's Application a color scheme, showing the proposed color of the roof, exterior walls, shutters and trim of such Structure. No Owner shall install any additional shutters, awnings, exterior trim or exterior ornamentation or decorations without the prior approval of the ARC.

**(d) Roofs** flat roofs shall not be permitted on the main body of any Structure unless specifically approved in writing by the ARC. The ARC shall have discretion to permit flat roofs on Honda rooms, porches

and patios, and on the main body of a home if such roof is modern or contemporary in design and the overall look is harmonious with other approved homes. The composition of all pitched roofs shall be fiberglass shingle. Tile, cedar shake shingle, slate, concrete or asphalt shingle, or other composition approved by the ARC. Minimum roof pitch, unless otherwise approved in writing by the ARC, shall be 5/12.

**(e) Garages** All residences shall be constructed with an attached two (2) or more car garage with a minimum sixteen (16) foot garage door, unless otherwise approved by the ARC. All garage doors must be maintained in a usable condition. All garage doors shall be constructed of wood, metal or fiberglass. Garages shall not be used for any purpose other than the storage of vehicles.

**(f) Driveways** No driveway, roadway or parking area shall be constructed, maintained, altered or permitted to exist on any Lot except as approved by the ARC, and all driveways shall be installed in such a manner as to minimize the removal of trees from any Lot. Unless prior written approval is obtained from the ARC, all driveways shall be constructed of concrete or brick. Where curbs are required to be broken for driveway entrances, the curb shall be repaired in a neat and orderly fashion, acceptable to the ARC. All Lots fronting on Northridge Boulevard shall have driveways with a concrete area to back vehicles into such that no vehicle will be required to back up onto Northridge Boulevard.

**(g) Swimming Pools** Any swimming pool to be constructed on any Lot shall be subject to the requirements of the ARC, which shall include, but are not limited to, the following:

(i) Composition of the pool shall be of material thoroughly tested and accepted by the industry for such construction.

(ii) The pool shall be constructed behind the residence on such Lot.

(iii) Pool screening shall not be visible from the street in front of the residence.

(iv) Underground pools only.

**(h) Fencing, Walls and Hedges** No wall, fence or hedge shall be erected, placed, altered, maintained or permitted to remain on any Lot unless and until the height, type of materials, and location thereof have been approved in writing by the ARC. No structures, fences, hedges, trees or other objects which might interfere with the upkeep and maintenance of the lake located on the Property shall be installed by any Owner, unless specifically approved by ARC. No chain link fencing will be permitted on any Lot. No fences or other devices or structures shall be placed within any easement area, including but not limited to the sewer easement along the 100 year flood plain of Lake Willow.

**(i) Air Conditioning Units** No window air conditioning units shall be permitted in any Structure.

**(j) Jalousie Windows** No jalousie or similar windows shall be permitted in any Structure.

**(k) Mailboxes** No mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be installed on Lot unless and until the size, location, design and type of material for said receptacles has been approved by the ARC. If the United States Postal Service or the newspaper delivery service involved shall indicate a willingness to make delivery to mail receptacles attached to the residence, each Owner, upon written request of the ARC, shall replace the boxes or receptacles previously employed with wall-mounted receptacles attached to the residence.

**(l) Landscaping** A basic landscaping plan for each residence shall be submitted to the ARC along with such Owner's Application for such residence. No changes shall be made to the landscaping of any Lot until such changes have received the prior written approval of the ARC. In reviewing landscape plans, the ARC shall take into consideration the natural landscaping of the Lot, such as trees, shrubs and palmettos, and shall encourage the Owner to incorporate the same into the landscape plan. No fence, wall, hedge or shrubbery may exceed two feet in height on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained as sufficient height required on all disturbed areas of front and side yards on any Lot. Grass sod is to be St. Augustine F1 oratani~ Bermuda or Bahia. Sod shall be free of weeds, diseases, fungus and vermin.

**(m) Exterior Lighting** All exterior lighting must be approved by the ARC prior to installation.

The ARC shall review all exterior lighting plans in order to assure that said lighting does not unreasonably interfere with the use or enjoyment of other Lots.

**(n) Repair and Maintenance** It is the obligation of all Owners to maintain their Lots in good and clean condition and repair. If any Lot is not maintained in such condition (including but not limited to exterior painting of structures, landscaping and trash removal), the ARC may give the Owner of said Lot written

notice of his failure to provide the necessary repair and maintenance, specifying the deficiencies therein If appropriate repair or maintenance is not performed by such Owner within fifteen (15) days after the giving of such notice, then the ARC shall have the power to enter upon such Lot, make the necessary repairs, and bill the owner for the costs incurred plus a \$50.00 administrative fee. Said Owner shall be personally liable for flue reimbursement of such costs, and the amount thereof shall be a lien against such Owner's Lot. If such costs are not paid within thirty (30) days of billing, the ARC may collect die same, along with costs of such action, by an action at law against the Owner personally, or by foreclosing upon the hen accorded herein

(o) **Subsequent Modifications or Changes** These guidelines may be amended by the ARC, so long as said changes do not materially alter hue character, nature or general scheme of the Property of prejudice the rights of any existing Owner. Modification of these guidelines shall be distributed to all Owners

## **ARTICLE VIII USE OF PROPERTY**

**Section 1. Residential Use Only.** No Lot shall be used for any purpose except residential. The term "residential is intended to prohibit any commercial use, including professional office use of any portion of any Lot. There shall be one residence per Lot. No owner may subdivide any Lot Notwithstanding the foregoing nothing contained herein shall prohibit Declarant from using Lois for models or offices or allowing one or more home builders who are building in the subdivision from doing so.

**Section 2. Surface Water or Storm water Management System.** The City of Clermont shall be responsible for the maintenance, operation and repair of the surface water or storm water management system. Maintenance of the surface water or storm water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St Johns River Water Management District. The City of Clermont shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or storm water management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District

**Section 3. Sidewalks** There shall be sidewalks constructed on every Lot at the time improvements are made to said Lot.

**Section 4. Parking Restriction.** No boat, trailer, house trailer, mobile home, camper or other vehicle (except passenger automobiles and pick-up trucks) shall be stored on any Lot except in a closed garage or in an enclosed fenced area which is not visible from the street. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon, or which is identified with a business or commercial activity, shall be stored or otherwise permitted to remain on any Lot for any substantial period except in a closed garage or an enclosed fenced area which is not visible from the street.

**Section 5. Livestock and Animal Restrictions** No livestock, poultry or other animals of any kind or size shall be raised, bred or kept on an Lot, provided, however, that dogs, cats and other common domesticated household pets may be kept, provided the same are not kept, bred or maintained for any commercial purposes, and so long as they do not constitute a nuisance to other Owners. Not more than three (3) domestic household pets shall be kept or maintained at any dwelling. No dogs, cats or other permitted pets run loose on any Lot, and shall be kept inside the house, on a leash or within a fenced area.

**Section 6 Dumping Incineration.** No Lot shall be used or maintained for dumping or discharge or rubbish, trash, garbage or other waste material Alt Lots shall be kept free of the accumulation of rubbish, trash, garbage, waste materials and all unsightly weeds and underbrush. No incinerators or other equipment shall be used or placed on any Lot for the collection, storage or disposal of waste material. All trash, garbage and other waste materials shall be kept in sanitary containers, which shall be kept within enclosures approved by the ARC. Such enclosures shall not be visible from the street. There shall be no burning of trash or any other materials except iii incinerators approved by the ARC.

**Section 7 Restriction on Activities.** No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, nor shall anything be done or permitted to exist on any Lot that may be or may become a nuisance to any Owner.

**Section 8. Clotheslines** Clotheslines shall not be allowed unless screened from view from the street and from adjoining Owners

**Section 9. Specific Restrictions to Conservation or Drainage Areas.** Each owner of a Lot containing conservation and/or drainage areas shall retain exclusive use of the conservation areas located within the lot, however, an Owner may in no way alter the conservation areas from its natural state. There shall be set aside a permanent vegetative natural buffer at least fifty feet (50ft. wide ("Buffer") over that portion of the property shown on the p1st as conservation drainage easement. This Buffer extends across Lots 46 through 64 inclusive and 172 through 194 inclusive. This Buffer is a part of the surface water management system permitted by St. Johns River Water Management District. The purpose of this Buffer is to detain and treat storm water prior to drainage off-site. The following activities are prohibited within this Buffer filling or excavation, planting, sodding or removing vegetation, irrigation or construction of fences which impede the flow of surface water, No alteration of the Buffer shall be authorized without prior written authorization from the District. Any damage to any Buffer, whether caused by natural or human induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Buffer is located. There shall be no clearing or other such activity for access to the lake, nor shall any docks or boardwalks be permitted unless they meet criteria as set forth by all appropriate governmental entities, including but not limited to Lake County, the City of Clermont as appropriate, and approved by the ARC.

**Section 10. Berms and Swales** No owners shall remove, destroy or in any way impair any berm or swale which is located upon or within such Owner's Lot without the prior written approval of the ARC Owners shall maintain in good and clean condition all grass areas located between the front property line of the Lot and the paved surface of the road.

**Section 11. Vehicles and Repair** Motorcycles, mopeds and other motorized two- or three-wheel vehicles shall not be operated over or across the nature trails or any sidewalks, bicycle paths or other areas intended for pedestrian use within the Property. Inoperative cars, trucks, trailers and other vehicles shall not be permitted to remain on any Lot or roadway within the Property for a period of longer than forty-eight (48) hours, in any 30-day period except within an enclosed garage. There shall be no major repair performed on any motor vehicle within the Property except in an enclosed garage All automobiles, trucks, boats, trailers and other vehicles shall be stored and kept in garages, or in designated storage areas on the Property. All vehicles shall have current license plates.

**Section 12. Antenna Restrictions** No Owner shall install or maintain on any Lot any television or radio antennas, masts aerials, or towers for the purpose of audio or visual reception or transmission. No owner shall install or maintain on any Lot any satellite dish which is more than 3 in height and must be located in such a manner so as not to be visible from the street.

**Section 13. Insect and Fire Control** in order to implement effective insect, reptile and fire control, the Association and its authorized agents, employees and contractors, shall have the right, but not the duty, to enter upon any Lot, with tractors or other equipment for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth. Such entrance shall not be deemed a trespass, but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon any Lot to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this section shall not be construed as an obligation on the part of the Association to mow, clear, cut or otherwise prime on any Lot, nor to provide garbage or trash removal services The costs incurred by the Association in exercising its rights under this Section shall constitute a Special Assessment against the subject Lot, and shall in every respect constitute a lien on the Lot as would any other Special assessment.

**Section 14. No commercial or other signs**, including house numbers, shall be installed or maintained on any Lot except with the written permission of the Association, except as may be required by legal proceedings. If permission is granted for any signage, the Association shall have the right to restrict the size, color and content of such sign No "For Sale" signs of any kind shall be displayed on any Lot except a sign of not more than five (5) square feet in size for the purpose of advertising the house and Lot for sale during and after the initial construction period Notwithstanding anything contained herein to the contrary, signs by the builders in the subdivision and signs for model homes may be constructed and displayed upon written consent of Declarant, not to be unreasonably withheld.

**Section 15. Ornamental Statuary.** No ornamental statuary of any type will be permitted on any Lot



**Section 16. Window Coverings.** No reflective foil or other reflective film material shall be permitted on the windows of any Structure on any Lots, except for smoke or bronze colored film or glass.

**Section 17 Access at Reasonable Hours** For the sole purpose of performing any maintenance or repairs authorized by this Declaration, the Association, through its duly authorized agents, contractors or employees shall have a license and easement to enter into any Lot at reasonable hours, upon reasonable notice to the Owner.

**Section 18 Tree Removal Restrictions** Tress situated on any Lot between building setback lines and the property lines having a diameter of eight (8) inches or more two (2) feet above ground level shall not be removed without prior approval of the ARC. All requests for tree removal shall be submitted in writing to the ARC along with a plan showing the Location of such tree(s) and specifying the reason for such removal Any Owner violating the provisions of this Section 18 will be required to replace any trees removed or harmed *with* tree of a like kind, size and condition within thirty (30) days after written demand by the ARC, if the Owner fails or refuses to replace the tree(s) as demanded, the ARC shall cause suitable replacements to be planted and the cost thereof shall become a lien against such Owner's Lot. The Owner grants to the ARC, its agents, employees and assigns an easement for ingress or egress over and across said Owners Lot to enable the Association to comply with this Section 18.

**Section 19. Games and Play Structures.** All basketball backboards and any other fixed games and play Structures shall be located at the side or rear of a dwelling Tree houses or platforms of any kind or nature shall not be constructed on any Lot in front or rear line of the residence thereon, and may only be constructed with the prior written approval of the ARC.

**Section 20. Utility Connections.** Connections for all utilities including, but not limited to, private wells, electricity, gas, telephone and television shall be installed underground in a manner acceptable to the applicable utility authority and the ARC. The Owner of each Lot shall be responsible for and shall pay when due the costs of installation and maintenance of the utility systems for such Lot

**Section 21. Easements.** An Easement is hereby established for the installation, construction, maintenance and repair of the Common Areas, utility facilities, communication facilities, and other similar services within the Property in favor of the Declarant for the benefit of Declarant, its successors and/or assigns on the side 7.5 feet and the 10 feet adjacent to the right-of-way on each Lot. Such other easements may also be established by one or more of the following methods:

- (a) By a specific designation of an easement on a recorded Plat,
- (b) By a reservation or specific statement providing for such easement in the Deed of Conveyance of a given Lot; or
- (c) By a separate instrument recorded by the Declarant or the Association.

At the Declarant's option, streets, drainage facilities and transmission facilities may be dedicated or transferred to a public agency or authority.

## **ARTICLE IX** **GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner, shall have the right, but not the responsibility, to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. Failure by the Association or an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The restrictions contained herein are enforceable by the City of Clermont and/or the St. Johns River Water Management District in addition to any other parties who may have enforcement ability. 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 Declaration which relate to the maintenance, operation and repair of the surface water or storm water management system.

**Section 2. Severability.** Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

**Section 3, Duration.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless and until terminated by a written termination agreement signed by not less than seventy-five percent (75%) of the then Owners, and recorded against the Property in the Public Records of Lake County, Florida.

**Section 4 Amendment** Declarant hereby reserves the right to amend, modify, waive, or rescind whatever parts of this Declaration as it, in its sole discretion, may deem necessary or desirable, so long as such amendment or modification does not substantially change the character, nature or general scheme of development of the Property. Any said change or modification made by Declarant shall not in any way waive Declarant's right to enforce this Declaration as written. After the Conversion Date, this Declaration may be amended by a written amendment agreement signed by not less than seventy-five percent (75%) of the then Owners, and recorded against the Property in the public records of Lake County, Florida. Notwithstanding anything contained in this Section 4 to the contrary, any amendment which materially affects the surface water or storm water management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have prior approval of the St Johns River Water Management District and the City of Clermont. The Association or Declarant will submit the proposed amendment to the St Johns River Water Management District and if St Johns River Water Management District or the City of Clermont refuses to take action on the proposed amendment within fifteen (15) days after the proposed amendment is submitted, then such proposed amendment shall be deemed to be approved by St. Johns River Water Management District and the City of Clermont and no further action shall be required.

**Section 5, Annexation.** Declarant may, in its sole discretion, add additional phases of Property to the terms of this Declaration by recording an annexation amendment in the public records of Lake County, Florida. Notice of said annexation stating the number of Lots and a description of common property added, the number of Lots and a description of common property added, the number of votes in the Association after said annexation, shall be delivered to all Owners.

**Section 6. - Any notice** provided for in this Declaration shall be given in person or by certified mail, return receipt requested, with postage prepaid, addressed appropriately to Declarant, an Owner or the Association at the address shown for such party on the rolls of the Association. Notices shall be deemed to have been given when delivered in the case of personal delivery, and three (3) days after mailing when mailed compliance with the requirements of this Section.

IN Witness WHEREOF, Declarant has hereunto set its hand and seal the day and year first above written  
 "DECLARANT"

WITNESSES:  
*Lee B. Cecil*  
*Michelle Rivers*

By: Valley A. G...  
 Its: President

STATE OF FLORIDA            )  
   ) S.S.  
 COUNTY OF ORANGE        )

The foregoing instrument was acknowledged before me this 26th day of September, 1998, by Nancy A. Rivers as President of Star Development, Inc., a Florida corporation. He or she is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.



LEE B. CECIL  
 My Comm Exp. 5/23/98  
 Provided By: Services, Inc  
 No. CC368482  
 Primary Term     Other T.B.

NOTARY PUBLIC: Lee B. Cecil  
 Print Name: LEE B. CECIL  
 My Commission Expires: 08/23/98

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