

**THE**  
**PLANTATION**   
**AT LEESBURG**  
**HOMEOWNERS ASSOCIATION, INC.**

**DECLARATION OF COVENANTS  
CONDITIONS, EASEMENTS AND  
RESTRICTIONS FOR  
THE PLANTATION AT LEESBURG**

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**AMENDMENT ENTERED BUT NOT REFERENCED  
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**THIS INSTRUMENT PREPARED BY:**  
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**MAITLAND, FLORIDA 32751**  
**SECOND AMENDMENT AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS,**  
**EASEMENTS AND RESTRICTIONS**  
**FOR**  
**THE PLANTATION AT LEESBURG**

THIS Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for The Plantation at Leesburg hereafter referred to as (the "Declaration") made this 18<sup>th</sup> day of September, 1991 by H. SMITH RICHARDSON, JR., PETER L. RICHARDSON, R. RANDOLPH RICHARDSON and STUART S. RICHARDSON, as the Trustees of the H. SMITH RICHARDSON TESTAMENTARY TRUST created under Article Seventh of the Will of H. Smith Richardson, deceased, dated July 29, 1969, ("Declarant"). Declarant is the successor to Lakewood Development Partnership, a Florida General Partnership. The term Declarant shall be deemed to include the predecessors in title which recorded the Prior Restrictions referred to and defined in the recitals described below.

**WITNESSETH:**

**WHEREAS**, Declarant recorded that certain Declaration of Covenants, Conditions, Easements and Restrictions for The Plantation at Leesburg, on December 30, 1986, in Official Records Book 902, Page 1957, of the Public Records of Lake County, Florida; and

**WHEREAS**, Declarant recorded that certain Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for The Plantation at Leesburg dated December 3, 1987, and recorded on February 11, 1988 in Official Records Book 952, Page 1508, of the Public Records of Lake County, Florida; and

**WHEREAS**, Declarant recorded that certain Supplemental Declaration To Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for The Plantation at Leesburg on November 13, 1990, in Official Records Book 1083, Page 2268, of the Public Records of Lake County, Florida; and

**WHEREAS**, Declarant recorded that certain Supplemental Declaration to Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for The Plantation at Leesburg on February 6, 1991 in Official Records Book 1094, Page 0404 of the Public Records of Lake County, Florida; and

**WHEREAS**, the aforementioned Declaration, and the amendments and supplements thereto, shall be referred to herein, collectively, as the "Prior Restrictions"; and

**WHEREAS**, Declarant wishes to further amend and restate the Prior Restrictions by this Declaration, so that the lands described herein shall henceforth be developed, be subject to, and be used in accordance with, the terms, conditions, easements, covenants and restrictions set forth in this Declaration, which shall supersede, replace, amend and restate the Prior Restrictions in their entirety, to the effect that said Prior Restrictions shall terminate upon recording of this Declaration and be of no further force and effect; and

**WHEREAS**, Declarant has the authority, prior to Turnover (as hereafter defined) to amend the Prior Restrictions as amended and restated in this Declaration, in its sole discretion (as provided under Article 9.4). (*Reference shown as written. This should refer to paragraph 9.5 on Amendment of the Covenants*)

**WHEREAS**, Nationsbank of Florida, N.A., a national banking association, is the holder of that certain Mortgage and Security Agreement executed by the Declarant in favor of Nationsbank of Florida, N.A. and recorded in Official Records Book 1245, Page 9, together with that certain Assignment of Rents, Profits and Leases recorded in Official Records Book 1245, Page 18, together with that certain Financing Statement recorded on Official Records Book 1245, Page 23, all of the Public Records of Lake County, Florida.

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**WHEREAS**, Declarant desires to extend the scheme and operative effect of the Declaration, as the same may be amended from time

to time as provided in the Declaration, to the real property described in **Exhibit A** attached hereto and incorporated herein by reference (the "Additional Property").

**NOW THEREFORE**, in consideration of the foregoing premises Declarant does hereby amend the Declaration and extend the scheme of the Declaration as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Declarant does hereby extend the scheme and operative effect of the Declaration, as the same may be amended from time to time as provided in the Declaration, to the real property described in **Exhibit A** attached hereto and incorporated herein, and said real property is hereby made subject to each and every one of the provisions of the Declaration, as amended from time to time, including but not limited to the levy of assessments on said real property as set forth in the Declaration, as though said provisions were fully set forth herein and specifically stated herein, each and every one of said provisions being incorporated herein by reference to said Declaration.
3. The terms and conditions of the Declaration, as amended, including, without limitation, by the First Amendment, the Second Amendment, the First Supplemental Declaration, the Second Supplemental Declaration, the Third Supplemental Declaration, the Fourth Supplemental Declaration, the Fifth Supplemental Declaration, the Sixth Supplemental Declaration, the Seventh Supplemental Declaration, the Eighth Supplemental Declaration, the Ninth Supplemental Declaration, the Tenth Supplemental Declaration, the Eleventh Supplemental Declaration, the Twelfth Supplemental Declaration, the Thirteenth Supplemental Declaration, the Fourteenth Supplemental, the Fifteenth Supplemental Declaration, the Sixteenth Supplemental Declaration, the Seventeenth Supplemental Declaration, the Eighteenth Supplemental Declaration, the Nineteenth Supplemental Declaration, the Twentieth Supplemental Declaration, the Twenty-First Supplemental Declaration, Twenty-Second Supplemental Declaration and this Supplemental Declaration, are hereby ratified and confirmed.

## **RECITALS**

- A. Declarant desires to submit that certain real property (the "Property") located in Lake County, Florida, known as "The Plantation at Leesburg" and more particularly described in Exhibit A attached hereto and made a part hereof, to the terms, conditions, easements, covenants and restrictions set forth in this Declaration.
- B. It is the intention and desire of Declarant to develop the Property, (a portion of which has been developed) and any Additional Property which may be submitted later by Supplemental Declaration pursuant to the terms hereof, as a residential community with recreational facilities and other amenities. The development may include manufactured Dwelling Units or site constructed Dwelling Units which are presently located on the Property, or any other type dwelling allowable under applicable zoning ordinances and allowable under other provisions herein contained.
- C. Declarant desires to maintain the beauty of the Property, to assure high quality standards for the enjoyment of the Property, and to promote the recreational interests, health, safety and social welfare of each Owner (as hereinafter defined). To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property, together with such additions as may hereafter be made, to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which are for the benefit of the Property and each Owner of a portion thereof.
- D. To provide for the efficient management of the Property, Declarant has created a non-profit association to own, operate, maintain and administer the Common Areas (as hereinafter defined) located on the Property. The Association (as hereinafter defined) shall have the power and duty to administer and enforce the easements, covenants, conditions, restrictions and limitations hereinafter set forth, to maintain, insure and administer the Common Areas, and to collect and disburse the Assessments (as hereinafter defined).



## DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions contained in this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with the title to, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, including Declarant. This Declaration is intended to and does, in all respects, hereby supersede, replace, amend and restate the Prior Restrictions which, upon recording of this Declaration, shall terminate and be of no further force and effect.

### ARTICLE I DEFINITIONS

When used in this Declaration, the following words and terms shall have the meanings indicated opposite each word or term:

- 1.1 **"Additional Property"** shall mean and refer to any additional real property which is subjected to the terms and provisions of this Declaration by Supplemental Declaration, and which shall then be included in the term "Property," as defined herein.
- 1.2 **"Architectural Review Committee"** shall mean and refer to the committee appointed by the Board of Directors, pursuant to Article VII herein, and which shall have the powers and responsibilities as set forth therein.
- 1.3 **"Articles of Incorporation"** shall mean and refer to the Amended and Restated Articles of Incorporation of the Association, as they may be amended from time to time.
- 1.4 **"Assessments"** shall collectively mean and refer to those charges levied by the Association against the Lots and Parcels for the payment of Common Expenses, including Annual Assessments and Special Assessments, and shall include Individual Assessments, which are not for Common Expenses, all as provided in Article V herein.
- 1.5 **"Association"** shall mean and refer to The Plantation at Leesburg Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns, the entity which shall hold title to the Common Areas and shall be responsible for the operation and maintenance of the Common Areas.
- 1.6 **"Board" or "Board of Directors"** shall mean and refer to the Board of Directors of the Association.
- 1.7 **"Bylaws"** shall mean and refer to the Bylaws of the Association, as they may be amended from time to time.
- 1.8 **"Common Area" or "Common Areas"** shall mean and refer to all real and personal property now or hereafter intended and used for the common use, enjoyment and benefit of the Owners and their families, guests, tenants and invitees, which real or personal property will ultimately be owned by the Association, or be dedicated to the Association and/or the Owners on any plat of the Property or any portion thereof, or be dedicated or transferred to the Association by any instrument of transfer. The Common Areas shall include any recreational facilities, including, but not limited to the clubhouse (sometimes referred to as the Manor house), swimming pool, tennis and shuffleboard courts, streets, roads, paths, walkways, bike paths, street lighting, signage, gatehouse, lagoons, lakes, ponds, areas set aside as environmental areas, tangible personal property, the Conservation Easement or other easements owned or leased for the benefit of the Owners, if such property is designated as Common Area or Common Areas by Declarant. The term shall also include any tangible personal property, real property and easements acquired, owned or leased for the benefit of the Owners if such property is designated as Common Area or Common Areas in the manner provided in this Declaration, or by Declarant. The term "Common Areas" shall not include the Golf Facility, the Future Golf Facility or the Utility System. The Association shall be obligated to accept and provide for the maintenance and operation of any property, real or personal, transferred or dedicated to the Association and designated as Common Areas by Declarant.
- 1.9 **"Common Expenses"** shall mean and refer to all expenses incurred or to be incurred by the Association in the discharge of its responsibilities pursuant to the terms and conditions of this Declaration, including but not limited to, the maintenance and operation of the Common Areas, as provided herein, and shall include, but not be limited to, those expenses defined as Common Expenses in Article V herein.
- 1.10 **"Conservation Easement Areas"** shall mean and refer to all of such areas so designated as "Conservation Easement" upon any recorded Subdivision Plat or Plats of the Property

- 1.11 **"Declarant"** shall mean and refer to The Plantation at Leesburg Limited Partnership, its predecessors in title who recorded the Prior Restrictions and its successors and assigns. Declarant shall have the right to assign its rights reserved and granted herein, in whole or in part, and for limited or unlimited periods of time to any person or entity. *(Inserted as amended by Supplemental Declaration, 30 July 1992, and recorded in Book 1178, Page 2369.)*
- 1.12 **"Declaration"** shall mean and refer to this Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for The Plantation at Leesburg, as it may be amended from time to time by Supplemental Declarations or otherwise.
- 1.13 **"Development Order"** shall mean and refer to Ordinance 1990-10 of the Board of County Commissioners of Lake County, Florida, enacted on May 15, 1990, filed with the Secretary of State on June 8, 1990 and effective on June 8, 1990, and the Notice of Adoption of Development Order which was recorded on February 8, 1991 in Official Records Book 1094, Page 1538, of the Public Records of Lake County, Florida, as it may be revised from time to time.
- 1.14 **"Dwelling Unit" or "Unit"** shall mean and refer to a single family residence located or to be located upon a Lot.
- 1.15 **"Future Golf Facility"** shall mean an additional golf course, golf pro shop, club house, driving range, putting green, parking facilities and any other attendant golf facility intended to serve the additional golf course, the construction of which may commence after the recording of this Declaration.
- 1.16 **"Golf Club"** shall mean and refer to The Leesburg Plantation Golf Club, Inc., a Florida not-for-profit corporation intended to govern, through its by-laws and rules and regulations, the actions of its members in connection with their right to use the Golf Facility. Neither the Golf Club nor any member of the Golf Club shall have any equity interest, participation or managerial rights in the Golf Facility.
- 1.17 **"Golf Facility"** shall mean and refer to the real property owned by Declarant and operated as a golf course facility which shall include the golf course, the completed golf pro shop and clubhouse located at the golf course, driving range, putting green, parking facilities and all other attendant golf facilities.
- 1.18 **"Individual Assessment"** shall mean and refer to any Assessment levied by the Association against a particular Lot or Parcel for costs incurred specifically with respect to that Lot or Parcel.
- 1.19 **"Institutional Mortgagee"** shall mean and refer to any holder of a bona fide first mortgage encumbering a Lot or Parcel as security for the performance of an obligation, such as a bank, savings and loan association, insurance company, the Declarant, or any other lender generally recognized as an institutional type lender, or any Lender specifically approved by the Association, whether an institution or individual.
- 1.20 **"Lake Utility Company"** shall mean the corporation, owned by Declarant, which operates the Utility System, which shall be referred to herein as "LUC."
- 1.21 **"Lot"** shall mean and refer to a subdivided portion of the Property shown as a lot on any plat of the Property as filed in the Public Records of Lake County, Florida and as submitted to this Declaration, either as described on Exhibit "A" or by Supplemental Declaration, which is improved or to be improved by a Dwelling Unit and which is subject to private fee simple ownership.
- 1.22 **"Lot Owner"** shall mean and refer to the record owner of an interest in one or more Lots, but excluding parties having an interest merely as security for the performance of an obligation.
- 1.23 **"Master Plan"** shall mean and refer to Declarant's conceptual plan for the overall development of The Plantation at Leesburg, as incorporated in the Development Order, as it may be revised from time to time. Declarant has made and makes no representations or warranties that the property intended to be developed within The Plantation at Leesburg will be developed according to any such Master Plan or that all or any of the property shown on the Master Plan will be submitted to the terms of this Declaration, other than the Property.
- 1.24 **"Member"** shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration and the Articles and Bylaws. Where there are multiple Owners of any one Lot or Parcel, each of such Owners shall be a Member of the Association.
- 1.25 **"Owner"** shall refer to the record title holder of any real property within the Property, other than the Declarant, provided, however, the Association is not an Owner by virtue of its ownership of the Common Areas.

- 1.26 **"Parcel"** shall mean and refer to any portion of the Property shown on any plat of The Plantation at Leesburg, as filed in the Public Records of Lake County, Florida, and submitted to this Declaration, which is not a Lot, a part of the Golf Facility, a part of the Future Golf Facility, or Common Area, and which is subject to private fee simple ownership.
- 1.27 **"Parcel Owner"** shall mean and refer to the record owner of an interest in one or more Parcels, but excluding parties having an interest merely as security for the performance of an obligation.
- 1.28 **"Permits"** shall mean and refer to any and all permits or approvals which may be issued and in force from time to time in connection with the development and use of the Property, by governmental agencies having jurisdiction, including, but not limited to, Lake County, Florida, the Florida Department of Environmental Regulation, the St. Johns River Water Management District, and the U. S. Army Corps of Engineers.
- 1.29 **"Property"** shall mean and refer to all of the real property submitted to the Declaration as described on Exhibit "A" attached hereto, as well as such Additional Property as may be subjected to the terms and provisions of this Declaration from time to time by Supplemental Declaration, pursuant to the terms hereof.
- 1.30 **"Rules and Regulations"** shall mean and refer to the rules and regulations promulgated by the Board of Directors of the Association, as they may be amended from time to time.
- 1.31 **"Supplemental Declaration"** shall mean and refer to an instrument executed and recorded by Declarant for the purpose of subjecting Additional Property to the Declaration, which may modify or extend the provisions of the Declaration with respect to such Additional Property.
- 1.32 **"Surface Water or Stormwater Management System"** shall mean and refer to the system which has been designed, constructed and implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, and use or reuse water in order to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affecting the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, 40C-42, Florida Administrative Code, and in compliance with all requirements under the Development Order and the Permits.
- 1.33 **"Turnover"** shall mean and refer to the time when control of the Association is transferred from Declarant to the Owners, as provided in Article VI herein.
- 1.34 **"Utility System"** shall mean and refer to the pipes, sewers, mains, lift stations, waste treatment plant and facilities serving the Property and other property used in connection with water supply and sewage disposal, which system is owned by Declarant.

**ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO**

- 2.1 **Property.** The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, presently consists of that land lying in Lake County, Florida, which is more particularly described in Exhibit "A" attached hereto.
- 2.2 **Annexation.** Declarant shall have the right, but not the obligation, for a period of thirty (30) years after the date hereof, from time to time and within its sole discretion, to annex Additional Property for the purpose of adding additional Common Areas, Lots and Parcels, or other property to the development, to be subject to the provisions of this Declaration, as same may be amended from time to time. Such right of Declaration shall never be construed to obligate Declarant to annex and Additional Property, nor shall Declarant's ownership of any interest in any real property contiguous to the Property imply any restrictions or obligations on Declarant as to how it may use, develop or dispose of such contiguous property.
- 2.3 **Supplemental Declaration.** Any such additions to the Property, as authorized in Section 2.2 of this Article II, shall be made by recording one or more Supplemental Declarations with respect to the land which is being annexed. Such Supplemental Declaration may include any additions to or modifications of the provisions of the Declaration as may be necessary to reflect the different character, if any, of the land which is annexed, or the improvements to be constructed on said land, including provisions regarding Assessments. A supplemental Declaration shall become effective upon being recorded in the Public Records of Lake County, Florida.

- 2.4** **Effect of Annexation.** Subject to the provisions of Section 2.5 hereinbelow, in the event that any land is annexed to the Property pursuant to the provisions of this Article, such land shall thereafter be included within the definition of "Property" for all purposes herein and all voting of each class of membership of the Association, and all voting by the Owners hereunder shall apply to the Additional Property, it being intended that any voting requirements need not be fulfilled separately for the land which is annexed. Any Common Areas located within and such Additional Property shall be conveyed to the Association at a time to be determined by Declarant, subject to the terms of this Declaration. Owners of the annexed Additional Property shall be Members of the Association and shall be obligated to pay a portion of the Common Expenses of the Association, such portion to be determined in Declarant's discretion, as provided in the Supplemental Declaration, except that Lot Owners shall always pay equal Assessments for Common Expenses.
- 2.5** **Golf Facilities.** The Golf Facility and any Future Golf Facility shall not be Common Area, or subject to maintenance and operation by the Association, nor shall this Declaration be applicable to such Golf Facilities. Membership in the Golf Club will be determined in accordance with its By-Laws, Rules and Regulations. There will be separate fees and charges associated with Golf Club membership. PAYMENT OF THE ASSESSMENTS DESCRIBED IN ARTICLE V WILL NOT ENTITLE A LOT OWNER OR PARCEL OWNER TO USE THE GOLF FACILITIES. IN ADDITION, NOTHING HEREIN CONTAINED SHALL REQUIRE DECLARANT TO CONVEY THE GOLF FACILITY OR ANY FUTURE GOLF FACILITY TO THE OWNERS, THE ASSOCIATION, THE GOLF CLUB, MEMBERS OF THE GOLF CLUB OR ANY OTHER ENTITY OR GROUP. FURTHERMORE, MEMBERSHIP IN THE GOLF CLUB ONLY ENTITLES MEMBERS TO USE THE GOLF FACILITY AND DOES NOT CONFER ON MEMBERS ANY EQUITABLE OR OTHER BENEFICIAL INTEREST IN THE GOLF FACILITY. MEMBERSHIP IN THE GOLF CLUB WILL NOT GIVE MEMBERS ANY RIGHTS IN THE FUTURE GOLF FACILITY. *(Underlining does not indicate an amendment – it is represented as it was in the original text of the Declaration.)*

### **ARTICLE III PROPERTY RIGHTS**

- 3.1** **Common Areas.** Portions of the Common Areas are intended to be developed with recreational facilities and other amenities, such as streets, roads, paths, walkways and other improvements, designed for the use, entertainment and enjoyment of the Owners. The Association may promulgate Rules and Regulations to regulate the day to day operation and use of the recreational facilities and other improvements to the Common Areas. Any recreational and other facilities which Declarant constructs or provides on Common Areas shall be for the benefit of the Owners of the Lots and Parcels, and their guests and invitees. Every Owner shall have a license and right of enjoyment in and to the Common Areas, in accordance with the Rules and Regulations then in effect.
- 3.1.1** **Title to Common Areas.** At Turnover, Declarant covenants that it shall convey all portions of the Common Areas to the Association which have not already been so conveyed; provided, however, Declarant may convey, dedicate or transfer, at any time, all or any portion of the Common Areas to the Association. The Association shall be obligated to accept any and all such conveyances, dedications or transfers. Declarant shall and does hereby reserve the right (but with no obligation) to enter upon any Common Areas it conveys, dedicates or transfers to the Association for the purpose of construction of additional improvements, alteration or maintenance of existing improvements, or creation of new easements or modification of existing easements, or to exercise any other rights provided for elsewhere herein. Provided, such conveyance, dedication or transfer of the Common Areas to the Association shall be subject to the easements provided herein.
- 3.2** **Lots.** Each Lot within the Property shall be subject to fee simple ownership. Each Lot shall be improved with one single family Dwelling Unit in conformance with the requirements of the Architectural Review Committee as set for in Article VII.
- 3.2.1** In order to assure compliance with all federal, state and local governmental codes and regulations, together with providing for consistent quality and appearance of Dwelling Units within the Property, Declarant (or his designee) shall have the sole and exclusive right to construct Dwelling Units on all Lots.
- 3.2.2** After a Dwelling Unit has been installed or constructed on a Lot, the Owner may not replace, reconnect, disconnect, add to, alter or modify the location of the Dwelling Unit, or the utility connections of the Dwelling Unit, or the exterior appearance of the Dwelling Unit, without the written approval of the Architectural Review Committee.

- 3:2.3 Maintenance of Lots and improvements thereto shall be the responsibility of their Owners. Owners must keep all lawns mowed, including all grass to edge of the pavement, and shrubs, trees and bushes trimmed, and the exterior of the Dwelling Unit in a clean and good state of repair. Should an Owner fail to maintain his Lot and improvements thereon in a clean and neat fashion, and in a good state of repair, then the Association shall notify the Owner of the deficiency in the maintenance of his Lot, Dwelling Unit or other improvement, and, if the deficiency is not cured within ten (10) days after the notice is mailed, then the Association shall have the right, through its agents and employees, to enter upon the Owner's Lot and to clean, repair, maintain and restore the Lot and the exterior of the Dwelling Unit or other improvements located thereon. Such notice shall be by written notice mailed to the Owner's last address listed on the Association's records. The cost of such maintenance shall be the responsibility of the Owner and shall be paid by the Owner as an Individual Assessment, as provided in Article V herein, which shall be billed at the rate schedule established periodically by the Association and available for review in the Association's office.
- 3.2.4 In the event of damage to or destruction of any exterior wall, roof, eave, or other exterior surface of a Dwelling Unit or any other improvement located on a Lot, the Owner thereof shall, at his own expense, immediately after the damage or as soon thereafter as is practicable, repair the damage or cause it to be repaired. If the Owner fails to repair the damage within a reasonable period of time (as determined by the Association), then the Association shall have the right, after notice to the Owner, to repair the damage or cause it to be repaired in accordance with the provisions of paragraph 3.2.3 hereinabove.

## **ARTICLE IV EASEMENTS**

- 4.1 **Declaration of Easements.** Declarant hereby grants, declares, reserves and creates the following described easements in, over, across, upon and under the Property, which easements shall run with the land for the use and benefit of the benefitted persons described herein.
- 4.2 **Amendment to eliminate easements.** This Declaration cannot be amended to modify or eliminate the easements reserved to Declarant, or the easements created or described in this Declaration, or any plat of the Property, without prior written approval of Declarant, and any attempt to do so shall be null and void and of no effect.
- 4.3 **Utility Easements.** There is hereby reserved to the Declarant, and granted to all public or private utility companies furnishing utilities services to the Property, easements upon, across, over, through and under all portions of the Property, including privately-owned property, (excluding any portion upon which an improvement is situated) for ingress, egress, drainage, installation, replacement, repair and maintenance of all utility and service lines and systems serving the Property including, but not limited to, water, sewer, treated sewage effluent, gas, telephone, electricity, television cable or communications lines and systems, together with the right to further define with specificity, grant and transfer the same. The easement reserved hereby shall include the right to irrigate by spraying such treated sewage effluent, provided the sewage effluent shall meet all applicable governmental requirements. This easement shall in no way effect any other recorded easements on any portion of the Property. The Declarant may transfer its easements hereunder to any public or private utility company.
- 4.4 **Easement to Correct Drainage.** The Declarant hereby reserves to itself, and to the Association, a blanket easement and right on, over and under the ground within any Lot or Parcel to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance, and to assure that the Surface Water or Stormwater Management System will function as designed, and in compliance with all requirements under the Development Order and the Permits. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, excluding the destruction of any improvements constructed upon such Lot or Parcel, if such improvements were constructed in accordance with the provisions of the restrictions affecting the Property at the time of such construction, following which the Declarant shall restore the affected property to its original condition as nearly as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

- 4.5 **Association's Right to Grant Easements.** The Association shall have the right to grant permits, licenses, and easements over, across, upon and under the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or enjoyment of the Property.

No structure, planting or other material, other than sod shall be placed or permitted to remain (unless installed by or with the written consent of the Declarant) within the easement areas referred to above, which may interfere with the installation and maintenance of such utility services.

- 4.6 **Association's Right to Dedicate Common Areas.** The Association shall have the right to dedicate or transfer all or any portion of the Common Areas to any governmental or quasi-governmental agency, authority, water management or water control district, subject to such conditions as may be agreed upon.

- 4.7 **Ingress and Egress Easements.** The Declarant hereby grants easements for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Areas as may be from time to time intended and designated for such purpose and use, and for vehicular and pedestrian traffic, over, through and across such portions of the Common Areas as may be from time to time intended and designated for such purposes, which easements shall be for the use and benefit of the Owners; members of the Golf Club, the Declarant, the Association, and for the providers of public services such as fire, police, ambulance, rescue and other similar services, and all those claiming, by, through, or under the aforesaid, provided, however, that nothing herein shall be construed to give or create in any person the right to park upon any portion of the Property except to the extent that space may be specifically designated for parking purposes.

- 4.8 **Easement for Maintenance.** Declarant hereby reserves an easement to the Association and the Architectural Review Committee, their agents and assigns, over, across and through the Lots and Parcels for purposes of maintenance and repairs to the Lot or Parcel and improvements thereon, where the Owner has not maintained and repaired his property as provided in this Declaration. Use of such easement by the parties for whom reserved shall not be deemed a trespass.

- 4.9 **Easement for Golf Club Members and Owners of the Golf Facilities.** There is specifically reserved and created hereby easements for the benefit of the owners of the Golf Facility and the Future Golf Facility, and their successors and assigns, guests and invitees, and all the members of the Golf Club, their families, guests and invitees, for pedestrian and vehicular traffic over, through and across the Common Area roads for purposes of ingress to and egress from the Golf Facility, and the Future Golf Facility, as well as perpetual easements on all of the Common Areas for purposes of maintenance of the Golf Facility and Future Golf Facility, and retrieval of errant golf balls in connection with their use of the Golf Facility, and the Future Golf Facility. There is further created and reserved easements for the benefit of the owners of the Golf Facility, and the Future Golf Facility, their successors and assigns, over, through and across the Common Areas for installation and maintenance of utility and service lines and systems, and for drainage purposes, provided, such use of the Common Areas for drainage purposes shall be consistent with the Surface Water or Stormwater Management System as designed and installed upon the Property, and shall at all times comply with all requirements arising under the terms of the Development Order, and any and all Permits affecting the Property.

- 4.10 **Easements For Adjoining Lands.** Declarant hereby reserves to itself, and its successors and assigns, ingress and egress easements for pedestrian and vehicular traffic over, through and across those portions of the Common Areas as may from time to time be paved and intended for such purposes, and easements for drainage purposes and for installation, replacement, repair and maintenance of utility and service lines and systems upon, across, over, through and under the Common Areas, which easements shall be for the use and benefit of those lands which are included under the Master Plan for The Plantation at Leesburg, and under the Development Order, but which may not be annexed to the Property under the terms of this Declaration. Provided, any such use of the Surface Water or Stormwater Management System as designed and installed upon the Property, and shall at all times comply with all requirements arising under the terms of the Development Order, and any and all Permits affecting the Property. Provided further, that the owner of such lands making use of the easements reserved and created hereby for ingress, egress or drainage purposes over, through and across said portions of the Common Areas shall be obligated to pay an equitable portion of the expenses incurred by the Association to operate and maintain said Common Areas as required under the terms of this Declaration, which shall be based upon the proportion of use of said Common Areas by each of the parties using same, as Developer shall determine in its reasonable discretion.

- 4.11 **Declarant's Easement.** In addition to other easements provided herein, Declarant, so long as it owns any portion of the Property, shall have an easement over, through and across all of the Property, except for any Lots or Parcels owned by other persons or entities, for construction purposes. Declarant and its assigns shall further have the right to use all portions of the Common Areas for sales and promotional purposes, and neither the Owners nor the Association shall in any way interfere with the completion and sale of the remaining Lots and Parcels or other property within the Property, other property which may be subjected to the Declaration, or other property controlled by Declarant and any improvements thereon and thereto. Declarant and its assigns and designees shall have an easement and irrevocable right over all Common Areas.

## **ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS**

- 5.1 **Creation of Lien and Personal Obligation.** Every Owner of a Lot or Parcel, except as may otherwise be provided herein, by acceptance of a deed or other instrument of conveyance for same either subsequent to the date hereof or subsequent to the date of the Prior Restrictions referenced hereinabove, is deemed to have covenanted and agreed to all of the provisions, covenants, conditions, easements, and restrictions of the Declaration and to promptly pay Assessments to the Association, including (a) Annual Assessment for Common Expenses; (b) any Special Assessments for Capital Improvements; and (c) any Individual Assessments which may be levied pursuant to the terms hereof.

All assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a charge and a continuing lien on the Lot or Parcel against which the Assessment is made. Each such Assessment, together with interest, costs of collection, and reasonable attorneys' fees, shall also be the personal obligation of each person or entity who was an Owner of the Lot or Parcel at the time the Assessment first became due and payable.

- 5.2 **Purpose of Annual Assessments.** Annual Assessments shall be used to pay the Common Expenses of the Association, including, but not limited to:

- (a) maintenance and operation of the Common Areas and recreational and other facilities located thereon;
- (b) common lighting;
- (c) taxes and any governmental assessments levied against the Common Areas;
- (d) security guards;
- (e) maintenance of the Surface Water or Stormwater Drainage System, including the compliance with all requirements arising under the terms of the Development Order, the Permits, and all other governmental regulations and requirements;
- (f) maintenance of easements and roads;
- (g) purchase of insurance for the Common Areas and payment of deductibles thereof;
- (h) repair, replacement, and purchase of additions to the Common Areas;
- (i) costs to obtain labor, services, equipment, materials, management fees and other necessary fees and costs for the operation of the Common Areas and for the proper supervision and operation at the Association;
- (j) any other costs and expenses of the Association reasonably deemed to be Common Expenses, as determined by the Board of Directors.

Annual Assessments may also be used to establish reserve accounts for the periodic maintenance, repair and replacement of improvements to the Common Areas. Any such funds shall be reflected in the annual operating budget, as described in the Bylaws, and designated "reserve fund." Annual Assessments for subsequent years shall not be limited by the amount of Annual Assessments levied in earlier years. In no event shall Annual Assessments and any other revenues exceed Common Expenses and reasonable reserves.

- 5.3 Determination of Annual Assessment.** Each Lot, other than Lots: 130 and 131; 210 and 211; and 221 and 237, all according to the Plat of The Plantation at Leesburg, recorded in Plat Book 28, Page 35 of the Public Records of Lake County, Florida (the "Plat"), shall be assessed an equal amount, payable as provided in Article VII of the Bylaws. For purposes of assessments, Lots 130 and 131, according to the Plat shall be assessed as one Lot; Lots 210 and 211, according to the Plat, shall be assessed as one Lot; and Lots 221 and 237, according to the Plat, shall be assessed as one Lot. Annual Assessments levied shall be sufficient to cover the Common Expenses of the Association; provided, however, Declarant reserves the right, at any time and at its sole option, to set a maximum Annual Assessment for any or all Lots and Parcels, and to thereby obligate itself to pay any deficits in revenues collected to pay the Common Expenses of the Association in any fiscal year during which Declarant has set any such maximum Annual Assessment amounts.
- Further, as to any residential or other property submitted by Supplemental Declaration which is not a Lot, as defined herein, Declarant reserves the right to determine, in its sole discretion, the basis on which any such property shall be assessed with respect to Common Expenses.
- 5.4 Date of Commencement of Annual Assessments; Due Dates.** The Annual Assessments provided for herein shall commence as to each Lot and Parcel on the day on which such Lot or Parcel is conveyed to a person or entity other than Declarant and shall be appropriately prorated. The amount of an Annual Assessment shall be established at least thirty (30) days in advance of each Annual Assessment period. Written notification of the Annual Assessment shall be sent to every Owner subject thereto. The Assessments shall be paid monthly in advance in equal installments, or at such other times as the Association shall determine.
- 5.5 Special Assessments.** In addition to the Annual Assessments authorized above, a Special Assessment may be levied, applicable to that fiscal year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Areas (including fixtures and personal property related thereto); the amount of any unanticipated taxes or insurance costs; costs of any emergency; and the amount of any budget deficit from that year, if Declarant has not obligated itself to pay such budget deficit as provided in Section 5.3 hereinabove.
- 5.6 Determination of Special Assessment.** Special Assessments must be fixed at a uniform rate for all Lots, and as provided in Section 5.3 hereinabove for all other Property, if any, and any other property subject to Assessments.
- 5.7 Individual Assessments.** Pursuant to the Association's power and authority to enforce the terms and provisions of this Declaration, the Association may levy an Individual Assessment against any Lot or Parcel or other property subject to Assessments in an amount not to exceed the cost incurred by the Association to perform necessary maintenance or repairs (including reasonable overhead and processing charges). Individual Assessments are collectible as determined by the Association, and may be levied for violations of the Rules and Regulations, or for any maintenance, repair or restoration of any Lot or Parcel, or other subject property, or improvement thereon which is the responsibility of the Owner thereof, but which is performed by the Association pursuant to enforcement powers contained herein.
- 5.8 Effect of Non-Payment of the Assessments; Remedies of the Association.** Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate of interest authorized under the laws of the State of Florida. The Association may file a claim of lien upon the Lot or Parcel for such overdue Assessments, and/or may bring an action at law against any Owner who has failed to timely pay any Assessment, or may foreclose the claim of lien against the Lot or Parcel or other subject property, in the manner provided under the laws of the State of Florida. Such claim or lien shall also secure the Association's reasonable attorneys fees and costs of collection of the Assessment, and in any action against an Owner, the Association shall be entitled to recover its attorneys fees and costs, including any appellate proceedings. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot or Parcel or other property. If any installment of any Assessment remains unpaid sixty (60) days after the same shall become due, the Association shall give written notice of that delinquency to any Institutional Mortgagee who has requested written notification of same.
- 5.9 Subordination of Assessment Lien to Mortgages.** Unless a claim of lien evidencing an overdue Assessment against a Lot or Parcel is filed in the Public Records of Lake County, Florida prior to the recording of a Mortgage held by an Institutional Mortgagee, the lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage



held by an Institutional Mortgagee on any Lot or Parcel or other subject property. The sale or transfer of any such property pursuant to foreclosure of a mortgage held by an Institutional Mortgagee or any proceeding in lieu thereof, including but not limited to a deed in lieu of foreclosure, shall extinguish the lien of any Assessment which became due prior to the effective date of the sale or transfer, unless a claim of lien has previously been filed in the Public Records of Lake County, Florida, prior to the recording of the mortgage being foreclosed. The sale or transfer of any Lot or Parcel or other subject property not pursuant to mortgage foreclosure by an Institutional Mortgagee or proceeding in lieu thereof shall not affect the Assessment lien. No sale or transfer by judicial action or otherwise, shall relieve the Owner's Lot or Parcel from liability for any Assessments thereafter becoming due or from the lien thereof. These provisions shall in no way affect, limit or release the personal liability of the Owner for the Assessments, which shall continue subsequent to any sale or transfer as to Assessments arising prior to such sale or transfer, until such Assessments are paid in full.

## **ARTICLE VI THE ASSOCIATION**

**6.1 Association Members.** Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any real property within the Property.

**6.2 Voting Rights.** The Association shall have two classes of voting membership, as follows;

CLASS A - Class A Members shall be all Members other than the Declarant. Class A Members shall be entitled to one (1) vote for each Lot or Parcel owned, provided, however, that when more than one person owns an interest in a Lot or Parcel, all of such persons shall be members, and collectively shall be entitled to one vote with respect to each Lot or Parcel owned by them, which vote shall be exercised as they among themselves determine. The Association may require that co-Owners of a Lot or Parcel designate the person who shall be authorized to exercise the vote for all co-Owners, which designation shall be in writing delivered to the Secretary-Treasurer of the Association. The vote of a Lot or Parcel shall not be divisible.

CLASS B - The Class B Member shall be the Declarant, which shall be entitled to three (3) votes for each Lot or Parcel it owns, and one (1) vote for each single family unit approved for The Plantation at Leesburg in accordance with the Master Plan, which has not then been developed. Class B membership shall cease and be converted to Class A membership at Turnover, after which the Declarant shall be an Owner as said term is defined herein.

**6.3 Turnover of Association Control.** The Class B membership shall be terminated, and shall convert to Class A membership, at which time the Declarant shall turn over control of the Association to the other Owners, upon the earlier of the happening of the following events:

6.3.1 at Declarant's election; or

6.3.2 when Declarant has conveyed title in the ordinary course of its business (excluding sales of all or a portion of the Property or the Additional Property to successors or other Developers) of ninety-five percent (95%) of the single family units approved for The Plantation at Leesburg, in accordance with the Master Plan, which it intends to subject the control of the Association.

**6.4 Purpose of the Association.** The specific purpose for which the Association has been formed is to provide the entity which shall be responsible for the maintenance, operation and repair of the Common Areas, including but not limited to the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities in accordance with the requirements of the Development Order, and the Permits, including but not limited to the permits issued by the St. Johns River Water Management District.

## **ARTICLE VII ARCHITECTURAL CONTROL**

- 7.1 **Purpose.** In order to preserve the natural beauty and aesthetic design of The Plantation at Leesburg, and to promote the value of the Property, the Property is hereby made subject to the terms and restrictions of the Article VII, and every Owner agrees to be bound hereby.
- 7.2 **Architectural Review Committee.** The Board of Directors of the Association shall appoint an Architectural Review Committee which shall be responsible for reviewing and approving all proposed improvements to the Property, including but not limited to, size, type, quality, design and style of Dwelling Units, location of Dwelling Units, location and type of decorative, non-perimeter fencing or landscaping, yard ornaments and decorations, and approval of all additions or modifications to Dwelling Units. The Architectural Review Committee shall also be responsible for ensuring that Owners maintain their property in a neat and clean state of repair, as prescribed herein. The Architectural Review Committee is hereby empowered to perform or have performed the work necessary to bring a Lot, or Dwelling Unit which is not being adequately maintained by the Owner responsible therefore, in conformance with the requirements of the Declaration as more particularly set forth in Article III.
- 7.3 **Approval.** The Architectural Review Committee's approval or disapproval as required in this Article VII shall be in writing, and the Committee shall state the grounds, which shall not be unreasonable, upon which any disapproval is based.
- 7.4 **Appeal.** Any Owner may appeal a disapproval by the Architectural Review Committee to the Board of Directors. The Board may reverse or modify any disapproval by the Committee.
- 7.5 **No Liability.** No member of the Architectural Review Committee, nor the Declarant, nor the Association, nor any Officer or Director of the Association, shall be liable to any Owner for any costs or damages incurred by any Owner due to any action of said Committee in connection with its review and approval powers. The Association hereby agrees to indemnify all members of the Committee, the Directors and Officers of the Association, and the Declarant from and against any such liability.
- 7.6 **Guidelines.** The Architectural Review Committee shall promulgate guidelines, which shall be in conformance with this Declaration, and procedures for requesting its approval. Such guidelines and procedures as they may be amended from time to time, shall be made available at the office of the Association to all Owners within the Property. Separate guidelines may be promulgated for different areas annexed to the Property, pursuant to the provisions of this Declaration, to reflect the different character, if any, of the land which is annexed, or the improvements to be constructed on said land.

## **ARTICLE VIII PROTECTIVE COVENANTS**

- 8.1 **Residential Use, Leases.** Each Dwelling Unit shall be used for single-family private residence purposes only. No more than one (1) Dwelling Unit at least twenty-four feet (24') wide, shall be located on any one (1) Lot. Nothing contained herein shall restrict an Owner's right to lease his Dwelling Unit for residential purposes, provided, however, that no Dwelling Unit may be leased for a term of less than thirty, (30) days, and, provided further, that such lease is made to natural persons (and not corporate or business entities) who agree to be bound by the terms and conditions hereof. This provision shall not restrict Declarant from entering into agreements with Owners to provide for the lease of a Dwelling Unit for marketing purposes, even though such use may be for terms of less than thirty (30) days at a time.
- 8.2 **Senior Adult Community.** It is the intention of Declarant that no Dwelling Unit shall be owned or occupied by persons under eighteen (18) years of age. Owners are permitted to have children under eighteen (18) years of age as guests, provided such children do not reside upon the premises for a period exceeding thirty (30) days in any one (1) year.

The Plantation at Leesburg has implemented policies to attempt to comply with the Fair Housing Amendments Act of 1988 (the "Act") U.S.C.A. §53601-3619 (West Supp. 1989) to provide a "Senior Adult Community". Declarant shall use reasonable efforts to continue to maintain the Property as a Senior Adult Community in accordance with the Act, provided Declarant cannot guarantee or warrant that the policies and regulations at the Property will be sufficient to satisfy the

requirements of the Act or that the Act will not be further modified so as to prevent compliance.

In furtherance of maintaining the Property as a Senior Adult Community, no Owner shall sell or lease any Dwelling Unit or Lot within the Property unless at least one of the proposed purchasers and occupants of said one Dwelling Unit or Lot has attained the age of 55 years. Notwithstanding the foregoing, an Owner may sell or lease a Dwelling Unit or Lot to persons under the age of 55 so long as such sale will not cause the percentage of homes within the Property with at least one Owner and occupant 55 years or older to drop below eighty-five-percent (85%) of all occupied homes within the Property. Further notwithstanding the foregoing, the Declarant may sell or lease Dwelling Units or Lots to persons under the age of 55 so long as such sale will not cause the percentage of homes within the Property with at least one Owner and occupant 55 years or older to drop below eighty percent (80%) of all occupied homes within the Property.

No person shall purchase a Lot Or Dwelling Unit without having first been approved in writing for membership in the Association by the Board of Directors of the Association. No person may lease a Lot or Dwelling Unit without having first been approved in writing by the Board of Directors of the Association. The Board of Directors may delegate such function to a committee composed of not less than three (3) Directors of the Association. The Board shall cause an application form to be created which shall, without limitation, require the applicant to disclose the age of all persons intending to own or occupy the Dwelling Unit located or to be constructed on a Lot. The Association may charge a reasonable fee, in its discretion, to review such applications. Except as provided in the preceding paragraph for sales or leases by owners and the Declarant, it shall be the duty of the Association to reject any application where at least one of the proposed Owners and occupants has not attained the age of 55 years. The Association may otherwise reject an application on any lawful grounds. Any transfer of a Lot or Dwelling Unit in violation of this provision shall be void. In addition to any other remedies provided for in the Declaration or by applicable law, the Association may enforce the provisions of this Section 8.2 by temporary and permanent injunction upon the posting of not more than a \$100.00 bond." (Inserted as amended by Supplemental Declaration, 27 Oct 1995, and recorded in Book 1397, Page 1055; as further amended 17 Dec 1996, and recorded in Book 1483, Page 2080; and as further amended 27 Mar 1997, and recorded in Book 1505, Page 1341-42.)

- 8.3 **Owner Insurance.** Each Owner shall, at his own expense, obtain fire and other casualty insurance upon his own Dwelling Unit or other buildings on his Lot or Parcel in the amount of the full insurable value of such Dwelling Units or other buildings.
- 8.4 **Vehicles.** All motor vehicles used within the Property that are required to be licensed by the State of Florida shall carry a current year's license tag and shall be maintained in proper operating condition so that they do not constitute a nuisance because of noise, exhaust emissions, or otherwise. All motor vehicles, including, but not limited to, automobiles, trucks and motorcycles, shall be driven only upon paved areas. No motor vehicles shall be driven upon the pathways or unpaved areas of the Property.
- 8.5 **Parking.** No trucks or other commercial vehicles (other than standard size or compact size pick-up trucks or vans), machines, boats, boat trailers, or motor homes of any description shall be parked in any parking space on the Common Areas or on any portion of the Property, including Lots, except as follows:
- (a) This prohibition shall not apply to the temporary parking of trucks and commercial vehicles such as for pick up and delivery and other services as may be necessary to service the Property; and
  - (b) Boats, boat trailers, campers, motor homes and trailers are permitted to be parked outside of garages or carports temporarily for loading or unloading, but in no event for a period in excess of forty-eight (48) hours; and
  - (c) Privately owned automobiles or similar vehicles belonging to lot owners and guests or invitees of lot owners may be parked on the paved surface (roadway) directly in front of the owner's Lot, not exceeding the lateral boundaries thereof for a period no longer than 24 hours in a one (1) week period. Under no circumstances shall any traffic or part of the right-of-way be hindered or access to any other dwellings be blocked in any fashion by such vehicles. No parking of motor vehicles on vacant lots will be allowed unless approved by the Administrative Assistant or Secretary to the President of the Association.  
*(Inserted as amended by Supplemental Declaration, 13 Dec 2002, and recorded in Book 2227, Page 1984.)*
  - (d) Boats, boat trailers, campers and motor homes may be parked on Lots provided they are parked entirely within and under carports or garages.
  - (e) Notwithstanding any parking provision of Article 8.5, exceptions caused by unusual circumstances may be sought by contacting the Administrative Assistant or Secretary to the Senior Director of Operations.

8.5.1 Speed limit signs may be posted and shall be obeyed.

8.5.2 Except for emergency repairs, no Owner shall repair or restore any vehicle, boat, or trailer upon any portion of the Property.

**8.6 Pets.** No pets, animals, fish or birds shall be maintained or kept on a Lot or within a Dwelling Unit, other than common household pets such as cats, dogs, goldfish, tropical fish and the like, and pet birds such as canaries and parakeets. No pets, animals, fish, or birds, including any of the above, may be kept, bred, or maintained for any commercial purpose upon a Lot or within a Dwelling Unit. In no event shall more than two (2) pets be maintained on a Lot, including the Dwelling Unit located thereon. All pets must be restrained on a leash when outside the Lot of the owner and must, at all times, be under the control and direct supervision of an Owner, family member, or guest, invitee, or lessee of the Lot owner. Elimination of waste by a pet shall only be allowed on the Lot of the pet owner, and any solid waste must be immediately removed and disposed of in a garbage container on the said Lot. The Association acknowledges that pets may unexpectedly eliminate waste while being walked on streets and common areas and under such circumstances the pet owner shall immediately remove and dispose of any solid waste in a garbage container at the Lot of the pet owner. However, it will not be considered an unexpected elimination if the pet is walked at times usually associated with expected elimination of waste, such as early morning and right before dusk.

*(Inserted as amended by Supplemental Declaration, 24 June 2004, and recorded in Book 2602, page 1323)*

**8.7 Clothes Drying Equipment.** No outdoor clothes lines or other outdoor drying apparatus or equipment shall be permitted on any Lot or other residential property in view of any other Owner or in the public view.

**8.8 Trash and Garbage.** No portion of the Property shall be used for the dumping or accumulation of rubbish, trash, garbage, or other waste materials. Storage, collection, and disposal of garbage shall be in accordance with Rules and Regulations adopted from time to time by the Board. All Lots and Parcels shall be kept free of an accumulation of rubbish, trash, garbage, and other solid waste materials, and from unsightly weeds and underbrush. The Association shall have the right to enter into exclusive agreements for the collection and removal of trash and garbage within the Property. No owner shall have the power to individually contract for the collection and removal of trash or garbage from his Lot or Dwelling Unit. The cost of such service shall be billed to each Owner, and if not paid within the time required by the Association, shall constitute an Individual Assessment against such Lot and Parcel owned by such Owner.

**8.9 Antennae.** No exterior television or other antenna or dish, including any transmission or receiving equipment, shall be permitted on any portion of the Property, excluding the Common Areas, without the prior written Consent of the Architectural Review Committee, subject to the provisions of Paragraphs 8.9.1 and 8.9.2 of Article VIII of the Declaration which are set forth in an Amendment by Affidavit recorded in Official Records Book 1795, Pages 305-307 of the Public Records of Lake County, Florida. *(Inserted as amended by Supplemental Declaration, 24 June 2004, and recorded in Book 2602, page 1323.)*

**8.9.1 Satellite Dishes.** The general guidelines for installation of satellite dishes are as follows:

- (a) Size: Satellite dishes cannot exceed 39.37 inches in diameter.
- (b) Installation: Satellite dishes shall be installed on the ground. It is recommended that the cable from the satellite dish to the home be encased in a conduit such as a PVC sprinkler pipe in order to guard against accidental cutting or breaking of the cable.
- (c) Height: The vertical height of the dish when at 90 degrees from the ground cannot exceed 45 inches from the ground. The dish may be placed higher from the ground if necessary to obtain an adequate signal, but only so high as is necessary to receive such signal.
- (d) Color: The dish shall be black, dark gray or dark green in color. If the dish must be painted to comply with this requirement, such painting will not be required if it would void the manufacturer's warranty or cause the signal reception to be inadequate.
- (e) Screening: The satellite dish must be non-visible from any street or adjoining residence. Screening shall be composed of plant material which is at least 48 inches high when measured from the ground level and which is planted in sufficient density to create an opaque barrier around the satellite dish. The association recommends a ligustrum or similar type plant material for screening the satellite dish.
- (f) Location: The primary zone for installation of the satellite dish shall be within a box which is circumscribed by a line running along the rear plane of the home structure, bordered by line running along the side planes of the

building structure and a line parallel to and five feet from the rear lot line. If in the primary installation area there is no location which is free from obstruction, for example trees, such that a clear satellite signal cannot be obtained, then a homeowner may place the satellite dish within the secondary preference area which is anywhere within the rear or side yard of the home behind the plane of the front portion of the home structure and no closer than three (3) feet from the side or five (5) feet from the rear yard boundary line. No satellite dish may be installed in the front yard of the residence.

**8.9.2 Antenna.** The general guidelines for antennas are follows:

- (a) Size: Any exterior antenna mast shall be a single pole type mast either circular or square in shape and not to exceed two (2) inches in diameter.
- (b) Interior installation: If a clear signal is obtainable by means of an antenna located in an attic or other interior area, such installation shall be the required method.
- (c) Exterior Installation: Where a clear signal cannot be obtained with an interior antenna only ground installation will be permitted. The antenna base must be firmly attached to the ground. The antenna mast shall also be attached to the fascia of the home for the purpose of securing the antenna mast.
- (d) Height: Due to the extreme wind conditions which may be found in the central Florida area from time to time, particularly during the summer thunderstorm season and the hurricane season, no antenna structure may exceed a height of twelve (12) feet above the roof line of the home.
- (e) Color: The mast shall be of a non-reflective finish, and shall be light gray or silver in color. The antenna structure itself shall be non-reflective in nature and may be silver, gray, bronze or a combination thereof.
- (f) Location: The antenna mast shall be attached to the rear of the house structure.

**8.9.3 General:**

- (a) No satellite dish or antenna may be installed which would duplicate reception capability already existing at the residence.
- (b) If any provision of these guidelines is found to be invalid, only such provision shall be invalidated; and the remainder of these guidelines shall be applicable.

*(Inserted as amended by Supplemental Declaration, 16 Feb 2000 , and recorded in Book 1795, Page 305-307.)*

- 8.10 Signs.** In order to provide for a pleasing aesthetic appearance of the Property, no signs of any type, including For Sale and For Rent signs, shall be displayed to public view on a Lot or any portion thereof, other than as provided herein. Provided, that each Lot may have one identification sign with the name of the Lot Owner, and, a Lot Owner may display one For Sale sign in a window of a Dwelling Unit, which sign may not exceed eighteen (18) inches square, or three hundred twenty-four (324) square inches. All signs shall be uniform in appearance and shall conform to the specifications of the Association. The Board shall have the authority to grant special exceptions to this provision, in its sole discretion.
- 8.11 Nuisance.** An Owner, his family, invitees, and lessees shall not do or keep and shall not cause anything to be done or kept on his property or the Common Areas which would constitute a nuisance. No Owner may obstruct or interfere with the rights of the other Owners, the Association or the Declarant by unreasonable noise, odor, or otherwise, nor shall any Owner, his family, invitees, or lessees commit or permit any nuisance or immoral or illegal act within the Property.
- 8.12 Fences, Walls and Hedges.** Lot Owners may not erect perimeter fences on their Lots. Non-perimeter decorative fences, walls, or hedges installed, erected or planted by Declarant or placed following permission by the Architectural Review Committee shall be permitted on the Property.
- 8.13 Outbuildings.** No free-standing outbuildings are permitted to be placed on a Lot.
- 8.14 Piers and Docks.** The construction, erection, or placement of any piers or docks, either permanent or temporary, on or adjacent to any of the Property by an Owner or an agent of an Owner is strictly prohibited. An owner may not under any circumstances erect a pier or dock on or adjacent to his property. The only docking and marina facilities which will be permitted at The Plantation at Leesburg will be those which are constructed by the Declarant, if any. This prohibition will be in full force and effect whether or not Declarant constructs or erects a pier, dock or marina.
- 8.15 Lakes.** No motorized boats or other motorized watercraft shall be permitted in any lake or other water bodies within or adjacent to the Property, except that boats not larger than fifteen feet with electric motors of 6 horsepower or less may be used upon lakes within or adjacent to the Property, under rules and regulations adopted by the Board from time to time. Such boats shall only be launched at places designated by the Board on the shore of each lake or other water body.
- 8.16 Dredging or Filling of Wetlands.** An Owner shall not dredge or fill any existing wetland or any part of the Property or apply for any permit to do so.

8.17 **Cutting of Trees.** For the protection of wetland trees, the cutting of trees in the community is strictly prohibited except as may be deemed necessary for safety reasons.

8.18 **Initial Construction Period.** No provision contained in this Declaration shall be interpreted or construed to prevent the Declarant, its transferees or successors in title, or its contractors or subcontractors, from doing or performing on all or any part of the Property actually owned by the Declarant or its transferees, as the case may be, whatever it or they determine to be reasonably necessary or advisable in connection with the completion of the development of the Property and the sale of the Lots and Parcels, including, without limitation, the following: erecting, constructing, and maintaining such structures and operating vehicles as may reasonably be necessary for the conduct of Declarant's business of completing and establishing the Property as a residential community, and disposing of the same in Lots and Parcels by sale, lease, or otherwise; maintaining such sign or signs on the Property as may be reasonably necessary in connection with the sale, lease, or other transfer of Lots or Dwelling Units within the Property, and the establishment of Dwelling Units thereon; and utilizing the Common Areas, and Lots and Parcels for marketing purposes, which marketing activities may include short term leases and transient residential activity, together with rights of ingress and egress for Declarant's invitees and sales prospects over the Common areas.

8.19 **Drilling of Wells.** Owners of Lots and Parcels shall not have the right to construct, build or drill any well on any portion of their Lot or Parcel, or the Property.

8.20 **Yard Post Light.** A yard post light has been installed on each lot for the purpose of illuminating the streets and sidewalks in the community, thereby providing safety and security for the community. Each lot owner shall maintain in good working condition the post light in its yard and install thereon (and replace when necessary) the highest wattage white light bulb allowed by the light fixture attached to the yard post. The lot owner shall also keep the lighted portion of the post light clear of shrubbery and decorative items to facilitate full illumination. If the post light requires replacement or major repairs, the lot owner must first secure the approval of the Architectural Review Committee pursuant to Article VII of the Declaration before making such replacement or repairs.

*(Inserted as amended by Supplemental Declaration, 4 February 2005, and recorded in Book 2753, Page 214)*

**Maintenance of Sidewalk.** The Lots in each below named subdivision shall have sidewalks constructed thereon and it shall be the responsibility and duty of the owners of a particular Lot to repair and maintain in good condition the sidewalk on such Lot and any repair or maintenance thereon must be done in such manner as to restore the sidewalk to its original condition. The Plantation Homeowners Association shall not have any responsibility or duty to perform such repair and maintenance. The subdivisions are as follows:

1. GLENDALE VILLAGE, per plat recorded in Plat Book 54, pages 45 and 46, Public Records of Lake County, Florida.
2. LAUREL VALLEY, per plat recorded in Plat Book 53, Pages 79 and 80, Public Records of Lake County, Florida
3. ARBORDALE VILLAGE
4. ASHLAND VILLAGE
5. MULBERRY GROVE

The latter three (3) subdivisions have not been officially platted but upon platting thereof this restrictive covenant shall automatically apply to such subdivisions. This restriction affects only the above named subdivisions.

*(Inserted as amended by Supplemental Declaration, 25 April 2005, and recorded in Book 2818, Page 957.)*

## **ARTICLE IX GENERAL PROVISIONS**

9.1 **ENFORCEMENT, FINES AND SUSPENSION.** Declarant, the Association and the Owners jointly or individually shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and other charges now or hereafter imposed by the provisions of the Declaration and the prevailing party in any such litigation shall be entitled to recover all reasonable attorneys' fees and costs incurred in such litigation. The failure of the Declarant, the Association or any Owner to enforce any covenant or restriction or provision hereof shall in no event be deemed a waiver of the right to do so thereafter. The Association for violation of any covenant, condition or restriction under the Declaration, and any rules of the association herein may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities of The

Plantation at Leesburg and may levy reasonable fines, not to exceed \$100.00 per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$2,000.00. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board of the Association who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. (Inserted as amended by Supplemental Declaration, 13 Dec 2002, and recorded in Book 2227, Page 1984.)

A fine shall not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the nonprevailing party as determined by the Court. (Inserted as amended to add the above sentence by Supplemental Declaration, 24 June 2004, and recorded in Book 2602, Page 1324.)

- 9.2 **SEVERABILITY** The invalidation of any provision or covenant of the underlying Declaration by judgment or court order shall in no way affect any other provision thereof and the other provisions will remain in all force and effect. (Inserted as amended by Supplemental Declaration, 13 Dec 2002, and recorded in Book 2227, Page 1984.)
- 9.3 **Bulk Service Agreements**. The Association or the Declarant may enter into exclusive or non-exclusive agreements for the purchase of services for Lot and Parcel Owners such as cable television or other services, on a bulk basis. For the purpose of defraying administrative expenses, the Association or the Declarant shall be entitled to receive and retain the difference between the cost to the Owner for the service, and the cost to Declarant on a bulk basis, so long as the cost of the service to the Owner does not exceed the cost for the Owner to purchase such services at retail, as provided by other companies in the area. The Association or Declarant may then bill each Owner for such services, which if not paid within the time required by the Association, shall constitute an Individual Assessment against such Lot or Parcel owned by such Owner.
- 9.4 **Restrictions Run With the Land**. The provisions, covenants, conditions, easements, and restrictions of this Declaration shall run with and bind the Property for a term of forty (40) years from the date they are recorded, after which time, they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by eighty percent (80%) of the Owners and certified by the Officers of the Association shall be recorded indicating that the Declaration is terminated; provided, however, prior to Turnover, there shall be no termination unless the Declarant shall have consented in writing.
- 9.5 **Amendment**. Prior to Turnover, this Declaration may be amended by the Declarant, from time to time, in its sole discretion, provided such amendments shall not be inconsistent with the general scheme of development, as same has been established by the Declarant. After Turnover this Declaration may be amended by an affirmative vote in favor thereof by the Owners of at least a majority of the Lots and Parcels, if any, upon which these restrictions are imposed. Any amendment of this Declaration must be recorded in the Public Records of Lake County, Florida before it shall be deemed effective. Provided, that no right or privilege ranted\* or reserved to Declarant herein may be modified or amended without the written consent of Declarant. Notwithstanding any of the above provisions, the provisions of Article 5.9 may not be amended without the prior written consent of all holders of Institutional Mortgages secured by any portion of the Property. (\*reference shown as written)
- 9.6 **Surface Water or Stormwater Management System**. Any amendment to the Declaration which alters the Surface Water or Stormwater Management System, or the obligation of the Association to maintain same, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.
- 9.7 **Enforcement of Surface Water or Stormwater Management System**. 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 Stormwater Management System,
- 9.8 **Operation of Surface Water or Stormwater Management System**. The Association shall operate, maintain and manage the Surface Water or Stormwater Management System(s) in a manner consistent with the requirements of the Development Order, and the Permits, including but not limited to the St. Johns River Water Management District permit no. 4-069-0153AMS requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

**ARTICLE X LIABILITY**

The Declarant, its assignees, nominees or affiliates, shall not in any manner be held liable or responsible, either directly or indirectly, for any violation of the Declaration by any person or entity other than themselves.

Neither the Declarant, nor any of its appointees, trustees or officers, or its assignees, nominees or affiliates, shall in any manner be held liable or responsible, either directly or indirectly, for any damage to the Common Areas or any Lot and Parcel, or to any improvements or personal property thereon, or for any injury to any person thereon, due to the negligence of Declarant or its trustees, officers, agents or employees, as a result of injury or damage caused by any golf ball, whether in motion or at rest, which has been driven from the Golf Facility or its environs onto said Common Areas, Lot or Parcel, and each Lot and Parcel Owner hereby indemnifies Declarant against such liability, including but not limited to the said negligence of Declarant, its trustees, officers, affiliates, agents or employees.

Each Lot and Parcel owner for themselves and their guests and invitees acknowledge that risks of injury to persons or property are inherent to persons or property located upon or in close proximity to a golf course and the Golf Facility, and agree that they assume all risks resulting therefrom, including but not limited to claims of negligent design of the Golf Facility or the Lots and Parcels, negligent construction of improvements or location of improvements. Further, each Lot and Parcel Owner, by accepting a deed to his Lot or Parcel, agrees to indemnify and hold Declarant and the Association, their partners, trustees, officers, agents and employees harmless from and against all damages, including reasonable attorneys' fees and costs, arising out of any injury to person or property which occurs to any person or property (real or personal) upon his Lot or Parcel, proximately caused by any golf ball, or the alleged negligence of Declarant, its partners, or its or their directors, officers, agents or employees. This paragraph may not be amended without the written approval of Declarant.

**ARTICLE XI UTILITY SYSTEM**

Declarant has organized Lake Utility Company (herein referred to as "LUC") to own, operate and maintain the Utility System located on the Property, which provides water and sewer service to the Lots and Parcels and the Golf Facility. Each owner obtaining such utility services from said Utility System shall be required to pay such fees, charges and expenses for such utility services as may be approved from time to time by the Florida Public Service Commission to be charged and collected by LUC. The Declarant may retain or transfer LUC, and/or the Utility System to the Association, or another provider of utility services, as it may in its sole discretion determine. The Association agrees to accept the Utility System if Declarant elects in its sole discretion to transfer it to the Association.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal this 18 day of September, 1991.

Witnesses:

DECLARANT:

H. SMITH RICHARDSON, JR.,  
PETER L. RICHARDSON,  
R. RANDOLPH RICHARDSON and STUART S.  
RICHARDSON, as Trustees of THE H. SMITH  
RICHARDSON TESTAMENTARY TRUST created  
pursuant to Article Seventh of the Last Will and  
Testament of H. Smith Richardson, Deceased, a  
Partner

Sylvia Stroman  
Print Name: Sylvia Stroman  
Carol Pickson  
Print Name: CAROL PICKSON

By: H. Smith Richardson, Jr.  
H. Smith Richardson, Jr., As  
Trustee





IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

THE PLANTATION AT LEESBURG LIMITED PARTNERSHIP, a Georgia limited partnership d/b/a The Plantation at Leesburg

Alice J. Ellis  
Signature of Witness Alice J. Ellis  
Printed Name of Witness

BY: Lakewood Development Company, LLC, a North Carolina limited liability company, general partner

Linda S. Pool  
Signature of Witness Linda S. Pool  
Printed Name of Witness

By: Earl H. Thiele  
Earl H. Thiele, President

Address: 25201 Highway 27 South  
Leesburg, Florida 34748-9099

(SEAL)

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 30th day of March, 2005, by Earl H. Thiele, as President of Lakewood Development Company, LLC, a North Carolina limited liability company, general partner of THE PLANTATION AT LEESBURG LIMITED PARTNERSHIP, a Georgia limited partnership d/b/a The Plantation at Leesburg, on behalf of the corporation. He is personally known to me or has produced PERSONALLY KNOWN as identification.

(NOTARY SEAL)



Alice J. Ellis  
Notary Public Signature  
Alice J. Ellis  
(Name typed, printed or stamped)  
Notary Public, State of FLORIDA  
Commission No.: 00186570  
My Commission Expires: 5-5-07

## AMENDMENTS

The following Amendment was entered but not referenced to a specific paragraph within the core text of the Covenants:

### **Waterbridge Village**

1. This amendment affects only the lots and Dwelling Units (unit or units) in that subdivision known as The Plantation at Leesburg Waterbridge Village which is recorded in Plat Book 37, Page 35 and 36, Public Records of Lake County Florida, and no other lots in The Plantation at Leesburg, and such Lots and Units shall be subject to the following:
  - A. Each Unit must contain a minimum 1700 square feet of enclosed living area which is serviced by an air conditioning and heating system.
  - B. All Units must have an attached enclosed garage with a minimum of two regular size parking spaces.
  - C. All Units must have roofs which have a minimum 6/12 roof pitch.
  - D. All Units must utilize dimensional shingles as the roof covering and the minimum weight of such shingles shall be 240 pounds. Additionally, the shingles must be fungus resistance and carry a minimum 25 year manufacturer's warranty.
  - E. The lot surrounding a completed Unit must be landscaped, including grass sodding of the lawn, installation of irrigation system for the lawn, planting of trees and other decorative greenery with the overall retail value of such landscaping being \$5,000.00 or more.
  - F. The driveway for a completed Unit must be enhanced by utilization of decorative trim treatments such as pavers, river rock, brick, etc.
  - G. Front entry doors and garage doors for a Unit must be of a quality decorative styling such as leaded glass windows for entry doors and windows or decorative panels in garage doors.
  - H. The front entry stoop for a Unit must be of a quality finish, such as tile, pavers, river rock or similar quality treatment.
  - I. The front elevation of a Unit must display a quality trim treatment such as brick or stone wainscoting, etc.
2. The above Restrictions and Conditions shall also apply to any additions, alterations or modifications to a Lot or Unit.
3. The aforescribed The Plantation at Leesburg Waterbridge Village Subdivision constitutes additional Property as defined in the Declaration and is hereby added to the Declaration as additional Property and such property in addition to being subject to the above specific Covenants and Restrictions is subject to the Covenants and Restrictions of the Declaration and all amendments and supplements thereto, which Covenants provide, but not by way of limitation, for architectural control of all proposed improvements to a Lot or Dwelling Unit in accordance with Article VII thereof.
4. The terms and conditions of the Declaration, as amended and supplemented and further amended by this Amendment, are hereby ratified and confirmed.

*(Inserted as amended by Supplemental Declaration, 19 Mar 1996, and recorded in Book 1424, Page 179-180.)*

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#### **Disclaimer:**

**These covenants as presented here are for the convenience of the user, and are not the official recorded covenants filed with Lake County, Florida. They do, however, reflect as accurately as possible the official covenants. The Plantation at Leesburg Homeowners Association, Inc, HOA Board and it's staff accepts no responsibility for any errors made in typing and formatting the covenants for use on the internet or for other distribution. In the event of any dispute, the covenants formally filed with Lake County, Florida will be the final authority.**

