

Prepared by and returned to:
Ladd Development, Inc.
1135 East Avenue
Clermont, FL 34711

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LAKE COUNTY
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**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
SOUTHERN PINES, A RESIDENTIAL COMMUNITY**

KNOW ALL MEN BY THESE PRESENTS: That Declarant, Ladd Development, Inc. a Florida Corporation, organized and existing under the laws of the State of Florida, the owner of certain real property located in Lake County, Florida, described on the attached Exhibit "A" (which is hereinafter referred to as "The Property") hereby declares that all of the property shall be held, sold and conveyed subject to the covenants, conditions, easements and restrictions which are set forth herein and which are intended to protect the value and desirability of the property.

The covenants, conditions, easements, and restrictions are hereby declared to run with the Property and to be binding upon the Property and upon all parties, owners, their heirs, personal representatives, successors and assigns, having any right, title or interest in the Property or any part thereof. The provisions hereof shall inure to the benefit of and be binding upon each owner of any part of the Property.

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 "Association" shall mean and refer to the Southern Pines Homeowners' Association, Inc., its successors and assigns.
- 1.2 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- 1.3 "Common Area" shall mean and refer to those areas of land designated as "Tracts" on the recorded subdivision map of SOUTHERN PINES intended for the common use and enjoyment of the Owners of the lots within SOUTHERN PINES. 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. Subject to fee schedules and operating rules promulgated by the Developer or by the Association, the Common Areas are intended for the common use, enjoyment and benefit of the lot owners and their families, guests, tenants and invitees.
- 1.4 "Declarant" or "Developer" shall mean and refer to Ladd Development, a Florida Corporation, its successors and assigns.
- 1.5 "Property" shall mean and refer to all of the real property within SOUTHERN PINES as that property is described and shown on the plat recorded in Plat Book 55, Pages 29 thru 30, public records of Lake County, Florida.
- 1.6 "Lot" shall mean and refer to the subdivided portions of the Property as shown on the plat or map of SOUTHERN PINES that are improved or to be improved with single-family conventional homes and which are subject to private fee simple ownership.

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- 1.7 "Member" shall mean and refer to each of the members of the Association. Where there are multiple owners of any one lot, each of the owners shall be a member of the Association.
- 1.8 "Owner" or "Lot Owner" shall mean and refer to the record owner of an interest in one or more of the lots, but excluding parties having an interest merely as security for the performance of an obligation.
- 1.9 "Project" shall mean and refer to the Property and Declarant's land being developed.

ARTICLE II. PROPERTY RIGHTS

- 2.1 Lots: Each lot within the property shall be subject to fee simple ownership. It is the intent of declarant that each lot will be improved with one single family conventional dwelling which shall include a garage adequate to house two standard sized American automobiles. Only one dwelling may be placed on any one lot. Lots may not be further subdivided. No lot may be used for ingress and egress to contiguous parcels of property without the prior written consent of developer.

2.1.1 Declarant intends that SOUTHERN PINES will be improved with quality built conventional homes. Declarant has designated an overall scheme of development which regulates the height, size and quality of the dwelling. Declarant will effectuate its overall scheme of development by requiring that any proposed improvements to a lot within SOUTHERN PINES be approved by the Architectural Review Committee.

2.1.2 The Architectural Review Committee, (ARC), shall be responsible for reviewing and approving all proposed improvements to the lots including but not limited to approval of the color, size, type, quality, design and style of the dwellings or any outbuildings or structures, approval of the location of the dwellings or any outbuildings or structures, approval of the location and type of landscaping and approval of any additions to the dwellings, any outbuildings, structures or the lot, it being the intent of the developer that an owner will not at any time improve the lot or alter or modify the home or the other lot improvements located thereon without the prior written consent of the Architectural Control Committee. All homes shall have a minimum of 1800 square feet of living area exclusive of garages, porches and covered entryways. Additionally, all roof shingles shall be of architectural design.

2.1.3 Maintenance of the lot and the improvements to the lot shall be the responsibility of the lot owner. Lot owners must keep all lawns mowed and shrubs and bushes trimmed.

Should an owner fail to maintain the lot and improvements thereon in a clean and neat fashion, then the association shall notify the owner of any deficiency in the maintenance of his lot by written notice mailed at the last address listed on the association's records. If the deficiency is not cured within twenty (20) 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 home and other improvements located thereon. The cost of such maintenance shall be the responsibility of the owner.

2.1.4 In the event of damage or destruction of any exterior wall, roof, eve, or other exterior surface, the owner therefore 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 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 paragraph 2.1.3 hereinabove. Provided, however, that if the damage is so extensive that repair is impractical, then the owner will be required to clear the lot of debris in a timely manner. Should the owner fail to clear his lot, then the association may proceed as hereinabove described, after notice to the owner.

2.2 Easements. Easements are expressly provided for and reserved in favor of the owners and occupants of the lots as follows:

2.2.1 Drainage and Utility Easements. Easements are granted by the owner across property lines as may be required for installation, maintenance and serve of utilities including but not limited to electrical, gas, sewer, water, cable television, telephone equipment and for the drainage and water retention purposes. These easements are shown on the plat of the property, or are reserved in the deed of conveyance from Declarant. Declarant reserves for itself and for the association, the right to convey non-exclusive interests in and to all easements to both public and private agencies or entities who make use of the easements consistent with the purposes for which they are reserved.

2.2.2 Declarant. Easements and rights of way in favor of Declarant are reserved for construction, installation and maintenance of utilities including but not limited to electrical, gas, sewer, water, cable television, telephone equipment and the like, which are necessary or desirable for public health, safety and welfare and which may serve the inhabitants of the property. Neither the owners nor the association shall in any way interfere with the completion and the sale of the remaining lots.

2.2.3 Ingress and Egress. An easement shall exist for pedestrian traffic over, upon, through and across sidewalks, paths, walks and other portions of the common areas and lots as may from time to time be intended, designated and paved for such purpose and use; and for such vehicular and pedestrian traffic, over, through, across such portions of the common areas as may from time to time be paved and intended for such purposes; and such easements shall be for the use and benefit of the owners, the Declarant, 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. Declarant specifically prohibits any lot owner from granting any easements of ingress and egress over, upon and across any lot for the purpose of granting access to property which is contiguous to the property.

2.2.4 Common Areas. The subdivision plan of SOUTHERN PINES includes certain water retention areas which are hereby dedicated to the homeowners' association for the benefit, use and enjoyment of the lot owners and their guests. Ownership of a lot within the property shall not entitle a lot owner to come upon any of the common area which is not intended for public purposes. Every owner shall have a permit and right of enjoyment in and to the common area. Title to the common area shall be conveyed by Declarant to the association at the time Declarant turns over control of the homeowners' association to the lot owners.

2.2.5 The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair

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

- 2.3 Pursuant to the terms of the Water and Wastewater Service Agreement with the City of Clermont attached hereto as Exhibit "B" and herein incorporated by reference, the Developer agrees that the City of Clermont may annex the Property into the City of Clermont when the property becomes contiguous to the City limits of Clermont if the City chooses to do so.

ARTICLE III. COVENANT FOR MAINTENANCE ASSESSMENTS

- 3.1 Levy of Maintenance Assessments. Declarant has designed and planned the common areas for the benefit of the lot owners. These areas will be maintained by the association. The cost of maintaining the common area will be paid by the lot owners. Such payment will be collected in the form of maintenance assessments.
- 3.2 Landscape Easement. Declarant has designed and planned a landscape easement on the south side of the lots adjacent to Johns Lake Road. This landscape easement will be maintained by the association. The cost of maintaining the common area will be paid by the lot owners. Such payment will be collected in the form of maintenance assessments.
- 3.2 Creation of Lien and Personal Obligation. Each owner of any lot by acceptance of a deed or other instrument of conveyance therefore, is deemed to covenant and agree to all the provisions, covenants, conditions, easements, and restrictions of this declaration and to promptly pay:
- a) all annual assessments or charges; and
 - b) any special assessments.

The annual and special assessments, together with interest, costs of collection and reasonable attorneys' fees shall be a charge on and a continuing lien on the lot 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 at the time the assessment first became due and payable.

- 3.3 Purpose of Assessments. The assessments shall be used to support services available to lot owners of SOUTHERN PINES, including but not limited to maintenance of common lighting, insurance, the payment of taxes and governmental assessment on the common areas, the maintenance of all the common areas and landscape easements, the repair, replacement, and purchase of additions to the common areas, and the payment of the costs to obtain labor, services, equipment, materials, management, and the necessary supervision therefore. The assessments may be used to establish a reserve account for the periodic maintenance, repair and replacement of improvements to the common area. The funds shall be reflected in the annual

operating budget and designated "reserve fund." The assessments for subsequent years shall not be limited by the amount of assessments set in earlier years. In no event shall the assessments and any other revenues exceed expenses and reasonable reserves.

- 3.4 Exempt Property. Declarant will not be required to pay assessments as to those unimproved lots which are platted and owned by developer.
- 3.5 Special Assessments. In addition to the annual assessments authorized above, a special assessment may be levied applicable only to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the common area (including fixtures, and personal property related thereto), the amount of any unanticipated taxes or insurance costs, and the amount of any budget deficit from that year.
- 3.6 Uniform Rate of Special Assessment. Special assessments will be fixed and assessed at a uniform rate.
- 3.7 Date of Commencement of Annual Assessments, Due Dates. The amount of the assessment on an annual basis 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 annually or semi-annually, as directed by the Board.
- 3.8 Effect of nonpayment 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 usury laws of the State of Florida. The association may file a claim of lien for such overdue assessments. The association may bring an action at law against any owner who has failed to pay timely the assessment and who is obligated to pay the same, and may sue to foreclose the lien against the lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of the lot. If any installment of any assessment remains unpaid sixty (60) days after the same shall become due, Declarant shall give written notice of that delinquency to any mortgagee who has requested written notification of same.
- 3.9 Subordination of Assessment Lien to Mortgages. The lien of the annual and special assessments provided for herein is declared hereby to be subordinate to the lien of any institutional first mortgage on any lot. The sale or transfer of any lot pursuant to mortgage foreclosure of an institutional first mortgage or any proceeding in lieu thereof extinguishes the lien of any assessments which become due prior to the effective date of the sale or transfer. The sale or transfer of any lot not pursuant to mortgage foreclosure or proceeding in lieu thereof shall not affect the assessment lien. No sale or transfer, by judicial action or otherwise, shall relieve the pertinent lot from liability for any assessments thereafter becoming due or from the lien thereof. These provisions shall in no way effect or minimize the personal liability of the lot owner for the assessments.
- 3.10 Homestead. By acceptance of a deed thereto, the owner of each lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Article are for the improvement and maintenance of homestead property, and that the

assessment liens herein provided for shall be superior in priority to any claims of homestead status.

ARTICLE IV. ASSOCIATION

- 4.1 Creation. Declarant shall create an incorporated homeowners association called Southern Pines Homeowners' Association, Inc.
- 4.2 Membership. The association shall have two classes of voting membership as follows.
- CLASS A - Class A members shall be all members other than the Declarant and such members shall be entitled to one vote for each lot owned, provided, however, that when more than one person owns an interest in a lot, all such persons together shall be entitled to not more than one vote with respect to each lot owned by them and such vote shall be exercised as they among themselves determine. It is provided further that co-owners of a lot shall designate the person who shall be authorized to exercise the vote for all co-owners, and that designation shall be in writing delivered to the Secretary of the Association. In the event that joint or multiple lot owners are unable to agree among themselves as to how their vote or votes shall be cast, then they shall lose their right to vote on the matter at issue. If any lot owner casts a vote representing their lot, it shall thereafter be presumed conclusively for all purposes that the person so voting was acting with the authority and consent of all other owners of that property. Should more than one vote be cast for a particular lot on a particular issue, none of the votes so cast shall be counted and the votes so cast shall be deemed void. There shall be no split voting permitted.
- CLASS B - Class B members shall be the Declarant which shall be entitled to one vote for each lot owned by Declarant. Class B membership shall cease and be converted to Class A membership no later than the date when Declarant has sold the last lot in the project to third party purchasers. So long as there shall be Class B membership, Class A members shall not be entitled to vote.
- 4.3 Architectural Review Committee. So long as Class B membership exists, the developer shall be and constitute the Architectural Review Committee as that committee is described herein. When the Class B membership terminates, the Board of Directors of the association shall appoint an Architectural Review Committee which shall function as described herein. The Architectural Review Committee shall be responsible for reviewing and approving all proposed improvements to the lots including but not limited to approval of size, type, quality, design and style of dwelling, approval of location of dwelling, approval of location and type of decorative landscaping, approval of additions to and modification of the lots and the improvements thereon. With respect to swimming pools, the Architectural Control Committee will be empowered to review and approve plans for construction of pools, pool enclosures, fencing, landscaping, and other related lot improvements. The Architectural Review Committee shall also be responsible for ensuring that owners maintain their lots as prescribed in this declaration. The Architectural Review Committee is empowered to perform or have performed the work necessary to bring a lot and the improvements thereon in conformance with the dictates of this declaration as more particularly set forth herein.

Should a lot owner fail to procure the prior written approval from the Architectural Review Committee for improvements to a lot, then, the Architectural Review Committee will be

empowered to seek an injunction to prohibit the completion of the work until the Architectural Review Committee has had an opportunity to review and approve the proposed improvements. Any lot owner who proceeds to improve a lot without the prior written consent of the Architectural Review Committee proceeds at his own risk. Should consent be withheld, the lot owner will be required to remove unauthorized improvements.

4.3.1 As part of the application process, two (2) complete sets of plans and specifications prepared by an architect or other person found to be qualified by the ARC shall be submitted for approval by written application on such form as may be provided or required by the ARC. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

4.3.2 The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided such approval is not unreasonably withheld. In approving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

4.3.3 The approval or disapproval as required in these covenants shall be in writing. In the event that the Architectural Review Committee, or their designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to them or, in any event, if no action to enjoin the construction has been commenced prior to its completion, approval will not be required and the related covenants shall be deemed to have been complied with fully.

4.3.4 There is specifically reserved unto the ARC, the right of entry and inspection upon any Residential Unit or Residential Property for the purpose of determination by the ARC whether there exists any construction of any improvement which violates the terms of any approval by the ARC or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith. The Association shall indemnify and hold harmless the ARC from all costs, expenses and liabilities including attorneys' fees incurred by virtue of any member of the ARC's service as a member of the ARC.

4.3.5 The ARC has the right, but not the obligation, to grant waivers for minor deviations and infractions of this Declaration. The granting of any waiver for any portion of the Properties may be given or withheld in the ARC's sole discretion and a prior grant of a similar waiver shall not impose upon the ARC the duty to grant new or additional requests for such waivers.

ARTICLE V. PROTECTIVE COVENANTS

5.1 Residential Use Only. Each lot, except as provided herein, shall be used for single family,

private residential purposes. No more than one single family residential dwelling shall be located on any one lot.

- 5.2 Motorized Vehicles. All motor vehicles that are required to be licensed by the State of Florida shall carry a current year's license tag registration 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, golf carts, trucks, etc., shall be driven only upon the paved parking areas. No motor vehicles shall be driven upon the pathways or unpaved areas of the property.
- 5.3 Parking. This declaration provides that a lot owner will be required to construct a two car garage, at a minimum in conjunction with the construction of a home. It is the intent of the declarant that cars within the subdivision utilize their garage spaces. It is also the intent of the declarant that neither commercial oversized vehicles nor recreational vehicles shall be parked on any lot except as follows:
- a) This provision shall not apply to the parking of any vehicles in a garage out of view of the public.
 - b) 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
 - c) Boats, boat trailers, and campers, motor home, or trailers are permitted to be parked temporarily for loading or unloading, but in no event for a period in excess of twenty-four (24) hours. Boats or recreational vehicles may be stored in the garage or to the rear or side of the house. Recreational vehicles parked to the rear or side of the house shall be parked or placed on a cement pad installed especially for parking of said recreational vehicle.

Except for emergency repairs, no owner shall repair or restore any vehicle, boat, or trailer upon any portion of the project.

- 5.4 Pets. All pets must, at all times, be under the control and direct supervision of an owner, his family, servant, guest, invitee, or lessee. Every owner shall have the responsibility for cleaning up after his pet.
- 5.5 Clothes Drying Equipment. No outdoor clothes lines or other outdoor drying apparatus or equipment shall be permitted on any lot in view of any other lot owner or in the public view.
- 5.6 Trash and Garbage. No lot 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 procedures and rules adopted from time to time by the Board. All lots shall be kept free of an accumulation of rubbish, trash, garbage, and other solid waste materials, and from unsightly weeds and underbrush.
- 5.7 Antennae. No exterior television or other antennae or dish which exceeds 36 inches in diameter, including any transmission or receiving equipment shall be permitted on any of the lots, without

the prior written consent of the Architectural Review Committee. Any such dish or antennae shall not be placed within the front building line of the Property or within view from the street.

- 5.8 Signs. No signs of any type shall be displayed to public view on the property or any portion thereof without the prior written consent of the Board, with the exception of one temporary real estate sign of not more than four (4) square feet in area.
- 5.9 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 lot, which would constitute a nuisance. No owner may obstruct or interfere with the rights of the other owners or the association 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.
- 5.10 Fences, Walls, and Hedges. Perimeter fences are prohibited. Non-perimeter decorative fences, walls, or hedges shall be installed, erected or planted by declarant following receipt of permission by the Architectural Control Committee. The composition, location and height of fences and walls must be approved by the ARC prior to installation in accordance with standards and requirements set by the ARC from time to time. Wooden privacy fences and chain link fences shall be prohibited. The ARC is under no obligation whatsoever to approve any fence.
- 5.11 Outbuildings. No freestanding outbuildings are permitted to be placed on a lot, without the prior written consent of the Architectural Control Committee.
- 5.12 Provisions Inoperative During Initial Construction. No provision contained in this declaration shall be interpreted or construed to prevent the Declarant, his transferees or successors in title, or his contractors or subcontractors, from doing or performing on all or any part of the project actually owned by the Declarant or its transferees as the case may be, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the project and the sale of the lots, including, without limitation, the following: erecting, constructing, and maintaining such structures and vehicles as may reasonably be necessary for the conduct of Declarant's business of completing and establishing the project as a residential community, and disposing of the same in parcels by sale, lease or otherwise, and maintaining such sign or signs on the project as may be reasonably necessary in connection with the sale, lease, or other transfer of the project into lots, and the establishment of homes thereon; utilizing home sites for marketing purposes, which marketing activities might include short term leases and transient residential activity.
- 5.13 Landscaping. A detailed landscape plan shall be submitted to the ARC for approval prior to installation. All lawns are required to be irrigated.
- 5.14 Setbacks. All structures shall meet the minimum setbacks as required by Lake County Land Development Regulations.
- 5.15 Exterior Sidings. All exterior sidings shall be approved by ARC. Specifically excluded sidings are imitation brick, vinyl, and aluminum.

ARTICLE VI. GENERAL PROVISIONS

- 6.1 Enforcement. Declarant, the Association and any owner 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 this declarations, and the party enforcing same shall be entitled to recover all costs and expenses incurred thereby, including reasonable attorneys' fees. The failure of the Declarant, the association or of 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.
- 6.2 Right of First Refusal. Declarant, in order to maintain a community of congenial lot owners and thus maintain and protect the value and desirability of lots within SOUTHERN PINES hereby reserves a right of first refusal on the sale of any lot. Right of first refusal shall operate until released in writing on the public records by developer, its successors and assigns.

The right of first refusal shall be relinquished in the following manner:

- a) when a lot owner who intends to make a bona fide sale of his lot receives an offer for the purchase of that lot, then that lot owner shall give notice to the Declarant of the proposed sale and purchase of the lot by presenting a copy of the contract to Declarant. Within ten (10) days after notification of the pending sale, Declarant will either exercise its right of first refusal or notify the lot owner by a writing in recordable form that it waives its right of first refusal on the condition that the new owner shall agree to be bound by all of the terms and conditions of this declaration including Declarant's continued right of first refusal.
- 6.3 Severability. The invalidation of any of the provisions hereof by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
- 6.4 Property Description. The property encompassed by the permit (where the surface water management system will be located) must be included in the definition of the subject property for the Declaration of Covenants and Restrictions. Property described in Exhibit "A" herein.
- 6.5 Definitions. "Surface Water for Stormwater Management Systems" means a system which is designed and constructed or implemented to control discharges which 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.
- 6.6 Duties of Association. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system(s) Maintenance of the surface water for 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 as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.
- 6.7 Covenant for Maintenance Assessments for Association. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but

not limited to work within retention areas, drainage structures and drainage easements.

- 6.8 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water for stormwater management system as required by St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-easement for draining over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.
- 6.9 Amendment. Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.
- 6.10 Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.
- 6.11 Swale Maintenance. (If applicable) The Developer has constructed a drainage swale upon each lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale, whether caused by natural or human induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the lot(s) upon which the drainage swale is located.
- 6.12 Restrictions Run With the Lands; Amendment. 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 this declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by 80% of the lot owners and certified by the officers of the association shall be recorded indicating that the declaration is terminated.

When this declaration is amended to add an additional phase, such amendment requires the consent of only the Declarant, and it needs to be executed only by the Declarant. This declaration may be amended by an affirmative vote in favor thereof by the owners (and their respective institutional mortgagees) of at least a majority of the lots upon which these restrictions are imposed. Any amendment of this declaration (but not of the Articles of

Incorporation and by-laws of the association) must be recorded in the public records of Lake County before it shall be deemed effective. All the rights contained in this paragraph are provided with the restrictions that no right or privilege granted to Declarant may be modified or amended without the prior written consent of Declarant.

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

Witnesses:

Mimi Ogden
Print Name: Mimi Ogden
Rochelle Meyer
Print Name: Rochelle Meyer

Ladd Development, Inc.
By [Signature]
Dale J. Ladd, President

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 21 day of March, 2005, by Dale J. Ladd as President of Ladd Development, Inc., who is personally known to me.

Notary Public

Cheryl E. May



Cheryl E May
My Commission DD109032
Expires July 26, 2006

Exhibit "A"

A parcel of land more fully described as follows:

Begin at the Northeast Corner of Tract 44, POSTAL COLONY, according to the plat thereof as recorded in Plat Book 9, Page 65, lying in Section 33, Township 22 South, Range 26 East, Lake County, Florida, thence run S 00°13'04" E along the East line of said Tract 44 for a distance of 595.59 feet to the North right of way line of John's Lake Road; thence run along said North right of way line the following course and distances: thence run S 89°50'51" W for a distance of 662.40 feet; thence run S 00°02'42" E for a distance of 18.00 feet; thence run S 89°50'51" W for a distance of 330.21 feet to the West line of the East 1/2 of Tract 43 said POSTAL COLONY; thence run N 00°12'46" W along said West line of the East 1/2 of Tract 43 for a distance of 613.33 feet to the Northwest corner of said East 1/2 of Tract 43; thence run N 89°49'56" E along the North line of said Tract 43 and Tract 44 for a distance of 992.61 feet to the Point of Beginning.

EXHIBIT “B”

Exhibit "B"
WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and Ladd Development, Inc. and its successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is proposing to develop property (the "Property") located on Johns Lake Road and as described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

Whereas, as a condition of CITY providing said water and sewer service to the Property, OWNER is to extend water and sewer lines to serve the Property and lines and appurtenances must be sized to meet the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

Whereas, the CITY may, at the sole option of the CITY, elect to enlarge or oversize the water and/or sewer lines and appurtenances in order to provide additional capacity to other properties; and

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

Whereas, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which water and sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.
- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.

- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.9 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS - The project shall be developed consistent with the proposed Joint Planning Area (JPA) Land Development Regulations as outlined in the JPA document provided to the Developer and dated May 8, 2003 unless otherwise stipulated within this Agreement or in subsequent amendments to this Agreement. Any development standard not specifically addressed in this agreement as meeting City or JPA standards shall meet Lake County standards.

- 2.1 Lot size and configuration
The subdivision shall be constructed in accordance with the preliminary plat as approved by Lake County on April 22, 2003.
- 2.2 Street and Sidewalk Construction Standards
Curb: Standard F-type curb and gutter on all public streets
Right-of-way: 50 feet in width
*Utility easement: 15 feet

*Note: An additional 5 feet of utility easement shall be provided over and above what is normally required by City code along front property lines.

- 2.3 Landscaping – A 20 ft. wide landscape buffer shall be provided. 15 ft. of which will be provided in the drainage easement across the lots along Johns Lake Rd. The plantings shall be in accordance with the JPA standards.
- 2.4 Utility Construction, Concurrency Management, Clearing and Grading, Stormwater Management and Drainage, Signage, and Landscaping shall meet the JPA standards. Any development standard not specifically addressed in this agreement as meeting City or JPA standards shall meet Lake County standards.
- 2.5 Vehicle access shall meet Lake County standards.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont when the property becomes contiguous if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land. .
- 3.2 This agreement shall be recorded in the Public Records of Lake County, Florida at cost to OWNER, and this agreement, upon recording, shall constitute an irrevocable application by the undersigned owner to annex the property described on Exhibit 'A', attached hereto, into the City of Clermont, which right to annex the City may exercise at any time in the future.

Section 4. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 5. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

Dale J. Ladd, President
Ladd Development, Inc.
1135 East Avenue
Clermont, FL 34711

Section 6. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 7. EFFECTIVE DATE

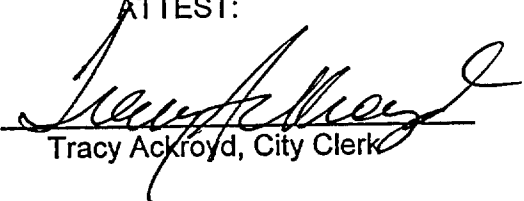
The effective date of this agreement shall be the day of execution of the agreement required hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its Mayor and OWNER through Dale J. Ladd as President of Ladd Development, Inc.

DATED this 27 day of MAY, 2008

CITY OF CLERMONT


Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

OWNER


Dale J. Ladd, President

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Dale J. Ladd, President of Ladd Development, Inc., who provided identification in the form of N/A or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 11th day of April, 2008



Cheryl E May
My Commission DD106032
Expires July 26, 2006


Notary Public

Exhibit "A"

A parcel of land more fully described as follows:

Begin at the Northeast Corner of Tract 44, POSTAL COLONY, according to the plat thereof as recorded in Plat Book 9, Page 65, lying in Section 33, Township 22 South, Range 26 East, Lake County, Florida, thence run S 00°13'04" E along the East line of said Tract 44 for a distance of 595.59 feet to the North right of way line of John's Lake Road; thence run along said North right of way line the following course and distances: thence run S 89°50'51" W for a distance of 662.40 feet; thence run S 00°02'42" E for a distance of 18.00 feet; thence run S 89°50'51" W for a distance of 330.21 feet to the West line of the East 1/2 of Tract 43 said POSTAL COLONY; thence run N 00°12'46" W along said West line of the East 1/2 of Tract 43 for a distance of 613.33 feet to the Northwest corner of said East 1/2 of Tract 43; thence run N 89°49'56" E along the North line of said Tract 43 and Tract 44 for a distance of 992.61 feet to the Point of Beginning.