

**Composite**

**Exhibit**

**"2"**



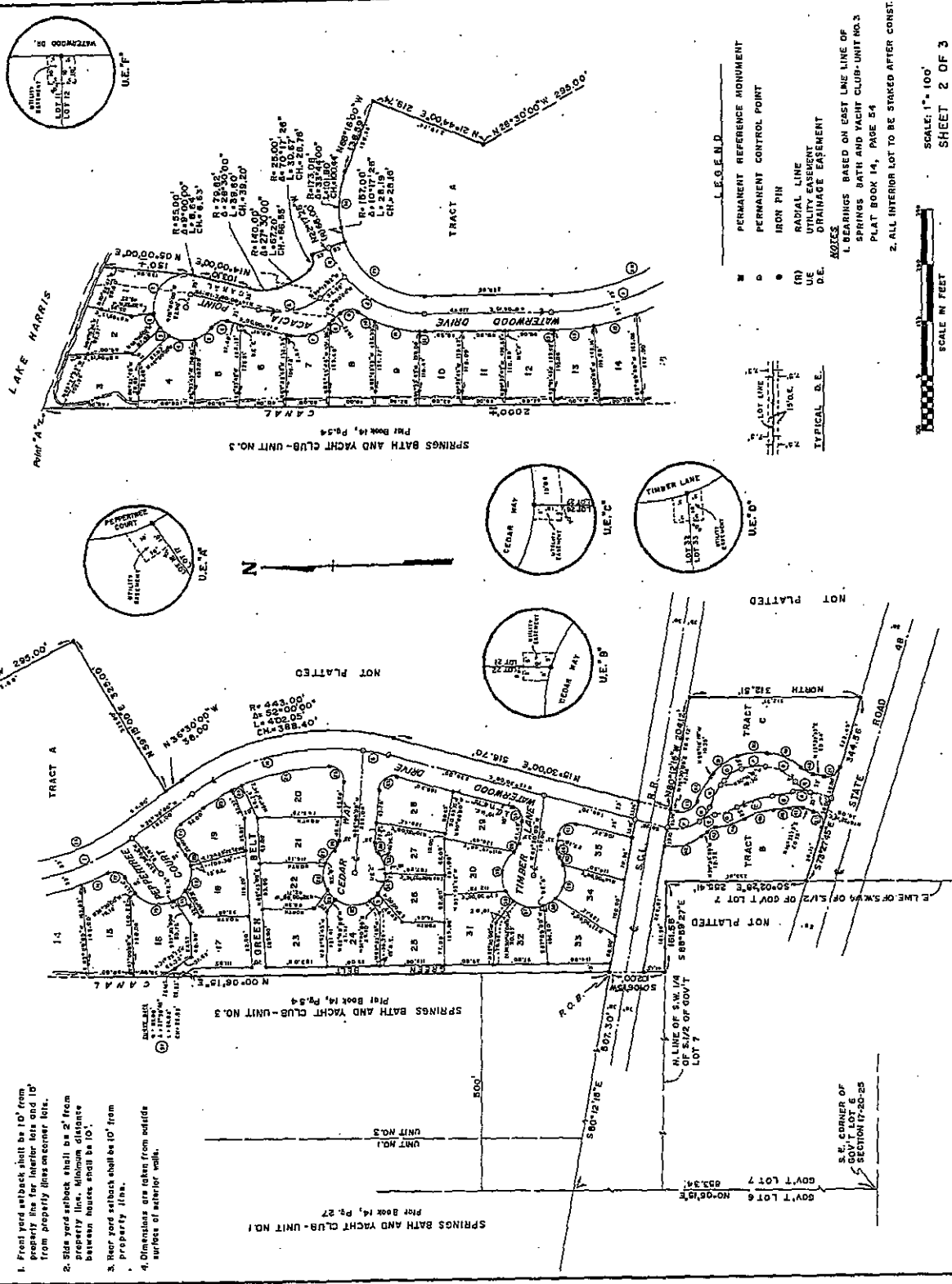
# WATERWOOD

A SUBDIVISION IN SECTION 17, TOWNSHIP 20 SOUTH,  
RANGE 25 EAST, LAKE COUNTY, FLORIDA.

Plot Book 25  
Page 30

SETBACK REQUIREMENTS FOR  
SINGLE FAMILY HOMES IN  
CONJUNCTION WITH C.U.P. 583-2

1. Front yard setback shall be 10' from property line for interior lots and 10' from property line meander lots.
2. Side yard setback shall be 2' from property line. Minimum distance between houses shall be 10'.
3. Rear yard setback shall be 10' from property line.
4. Dimensions are taken from outside surface of exterior walls.



**LEGEND**

M PERMANENT REFERENCE MONUMENT  
P PERMANENT CONTROL POINT  
I IRON PIN  
R RADIAL LINE  
U UTILITY  
D.E. DRAINAGE EASEMENT

**NOTES**

1. BEARINGS BASED ON EAST LINE LINE OF SPRINGS BATH AND YACHT CLUB - UNIT NO. 3
2. ALL INTERIOR LOT TO BE STAKED AFTER CONST.

SCALE: 1" = 100'  
SHEET 2 OF 3

# WATERWOOD

A SUBDIVISION IN SECTION 17, TOWNSHIP 20 SOUTH,  
RANGE 25 EAST, LAKE COUNTY, FLORIDA.

\*KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE CAPTION TO THIS PLAT, DOES HEREBY DEDICATE, SAID LANDS AND PLAT FOR THE USES AND PURPOSES THEREON EXPRESSED, PROVIDED HOWEVER NO PART OF SAID LANDS IS DEDICATED TO THE COUNTY OF LAKE, OR TO THE PUBLIC. ALL OF THE PROPERTY DESIGNATED ON THIS PLAT AS WATERWOOD DRIVE, PEPPER TREE COURT, CEDAR WAY, TIMBER LAKE, ACACIA POINT, AND ALL EASEMENTS SHOWN ON THIS PLAT, ARE NOT REQUIRED FOR PUBLIC USE AND SUCH STREETS AND EASEMENTS ARE NOT INTENDED TO BECOME A PART OF THE COUNTY SYSTEM OF PUBLIC ROADS. THE STREET EASEMENTS SHALL REMAIN PRIVATE AND THE SOLE AND EXCLUSIVE PROPERTY OF WATERWOOD, INC., A FLORIDA CORPORATION, ITS SUCCESSORS AND ASSIGNS. THE SAID DEVELOPER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, DOES HEREBY GRANT TO THE PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT, AND THE OWNERS OF THE LOTS, THEIR SUCCESSORS AND ASSIGNS, THE RIGHT TO USE AND ENJOY THE SAID DRIVE, COURT, WAY, AND POINT, AND THE STREETS, ROADS, AND EASEMENTS THEREON, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENTS OF TITLE HEREBY AUTHORIZED BY WATERWOOD, INC., ITS SUCCESSORS OR ASSIGNS, MAY FROM TIME TO TIME, DESIGNATE, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS SAID STREETS.

WATERWOOD, INC.

*[Signature]*  
BY *[Signature]*  
SECRETARY

*[Signature]*  
BY *[Signature]*  
SECRETARY

NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

### JOINER AND CONSENT TO DEDICATION

THE UNDERSIGNED HEREBY CERTIFIES THAT THEY ARE THE HOLDERS OF A MORTGAGE UPON THE HEREIN DESCRIBED PROPERTY, SAID MORTGAGE BEING RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND JOINS IN THE CONSENT TO DEDICATE THE ROADWAYS SHOWN ON THIS PLAT TO THE OWNERS OF THE LOTS IN THIS PLAT OF WATERWOOD.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

*[Signature]*  
WITNESSES

*[Signature]*  
WITNESSES

*[Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

### JOINER AND CONSENT TO DEDICATION

THE UNDERSIGNED HEREBY CERTIFIES THAT THEY ARE THE HOLDERS OF A MORTGAGE UPON THE HEREIN DESCRIBED PROPERTY, SAID MORTGAGE BEING RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND JOINS IN THE CONSENT TO DEDICATE THE ROADWAYS SHOWN ON THIS PLAT TO THE OWNERS OF THE LOTS IN THIS PLAT OF WATERWOOD.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

CITIZENS NATIONAL BANK OF LEEBSBURG:

*[Signature]*  
STEPHEN G. LEEBSBURG  
PRESIDENT

*[Signature]*  
WITNESSES

*[Signature]*  
NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_



# WATERWOOD

## FIRST ADDITION

A SUBDIVISION IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA

ACKNOWLEDGMENT: The undersigned, being the owner of the land described in the foregoing caption to this plat, do hereby dedicate and plat for the use and purposes therein expressed and declare the same to be the property of the public, shown hereon to the perpetual use of the public, in WITNESS WHEREOF, I the undersigned, have hereunto set my hand and seal on this 17th day of July, 1985.

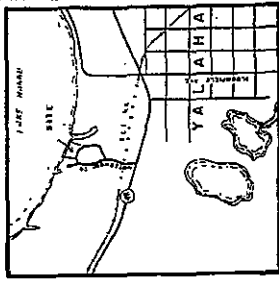
NOTE: STREET SHALL BE MAINTAINED BY THE PROPERTY OWNERS AND BE UNDER THE RESPONSIBILITY OF LAKE COUNTY. NO ONE WILL BECOME A LIABILITY OF LAKE COUNTY.

WITNESSES:  
*Richard J. G. ...*  
*Richard J. G. ...*

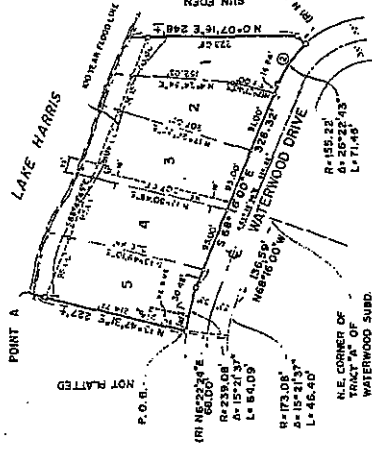
STATE OF FLORIDA COUNTY OF LAKE  
 THIS IS TO CERTIFY, That on 17 July 17, 1985 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Richard J. G. known to me to be the person described in and who executed the foregoing dedication and solemnly acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this above date.

NOTARY PUBLIC  
 My Commission Expires \_\_\_\_\_



NOTE: NO POSTHOLES, MANMADE EXTENSION OR WALKWAYS SHALL BE PERMITTED TO EXTEND INTO OR OVER THE WATER OF LAKE HARRIS FOR LOTS 1 THROUGH 5.



NO.	R	A	L	CURVE DATA		CN
				Δ	T	
1	106.00'	14.00'	14.00'	14.00'	14.00'	60.00'
2	105.33'	20.140'	14.50'	14.50'	14.50'	131.24'

### SETBACK REQUIREMENTS FOR SINGLE FAMILY HOMES IN CONJUNCTION WITH C.J.F. 593-2

1. Front yard setback shall be 10' from property line for interior lots and 15' from property line at corner lots.
2. Side yard setback shall be 2' from property line. Minimum distance between houses shall be 10'.
3. Rear yard setback shall be 10' from property line.
4. Dimensions are taken from outside surface of exterior walls.

# PLAT BOOK 28 AND PAGE 68

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner of the land described in the foregoing caption to this plat, do hereby dedicate and plat for the use and purposes therein expressed and declare the same to be the property of the public, shown hereon to the perpetual use of the public, in WITNESS WHEREOF, I the undersigned, have hereunto set my hand and seal on this 17th day of July, 1985.

NOTE: STREET SHALL BE MAINTAINED BY THE PROPERTY OWNERS AND BE UNDER THE RESPONSIBILITY OF LAKE COUNTY. NO ONE WILL BECOME A LIABILITY OF LAKE COUNTY.

WITNESSES:  
*Richard J. G. ...*  
*Richard J. G. ...*

STATE OF FLORIDA COUNTY OF LAKE  
 THIS IS TO CERTIFY, That on 17 July 17, 1985 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Richard J. G. known to me to be the person described in and who executed the foregoing dedication and solemnly acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this above date.

NOTARY PUBLIC  
 My Commission Expires \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, do hereby certify that on 17 July 17, 1985 I have completed the survey of the land as shown in the foregoing plat and that the same is a true and correct representation of the land shown thereon. My commission expires on August 31, 1986. My Florida Statewide and State Seal No. is 10600.

DATE 7-31-85  
 PLANNING & ZONING COORDINATOR  
 COUNTY ENGINEER  
 COUNTY ATTORNEY

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS  
 THIS IS TO CERTIFY, That on August 13, 1985 the foregoing plat was approved by the Board of County Commissioners of Lake County, Florida.

Chairman of the Board  
 Clerk of the Board

CERTIFICATE OF SURVEYOR  
 KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, do hereby certify that on 17 July 17, 1985 I have completed the survey of the land as shown in the foregoing plat and that the same is a true and correct representation of the land shown thereon. My commission expires on August 31, 1986. My Florida Statewide and State Seal No. is 10600.

DATE 7-31-85  
 PLANNING & ZONING COORDINATOR  
 COUNTY ENGINEER  
 COUNTY ATTORNEY

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS  
 THIS IS TO CERTIFY, That on August 13, 1985 the foregoing plat was approved by the Board of County Commissioners of Lake County, Florida.

Chairman of the Board  
 Clerk of the Board

CERTIFICATE OF GLENK  
 I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on August 26, 1985.

CLERK OF THE COURT  
 IN AND FOR LAKE COUNTY, FLA.

# WATERWOOD PATIO HOMES

A SUBDIVISION IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST,  
LAKE COUNTY, FLORIDA

PLAT BOOK 27  
AND PAGE 88

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner of the lands described in the foregoing caption to this plat, do hereby dedicate and plat for the use and purposes therein expressed and declare the same to be a public square hereon to the perpetual use of the public.

IN WITNESS WHEREOF, This undersigned has hereunto set his hand and seal this 21st day of December, 1935.

NOTE: THESE LANDS ARE NOT TO BE USED FOR ANY OTHER PURPOSES THAN THOSE SPECIFIED HEREIN.

WITNESSES:  
Robert S. Jones  
 Notary Public  
Robert S. Jones  
 Notary Public

STATE OF Florida COUNTY OF Lake  
 THIS IS TO CERTIFY THAT on December 1, 1935 before me, an officer duly authorized to take acknowledgments in this State and County to-wit: Robert S. Jones and Robert S. Jones

to me known to be the person described in and who executed the foregoing declaration and lawfully acknowledged the execution thereof to be the dedicator free of and freed from the use and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Robert S. Jones  
 Notary Public  
 My Commission Expires July 13, 1937

**CERTIFICATE OF SURVEYOR**

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being duly licensed and qualified, have personally examined the plat of the lands therein described and find that the same conform to the requirements of the laws of this State and that the same are correct and true in every particular and that they are in accordance with the provisions of Chapter 1771, Florida Statutes, and that said land is located in Lake County, Florida.

Date Dec. 30, 1935  
Robert S. Jones  
 Surveyor

**CERTIFICATE OF APPROVAL BY BOARD OF COUNTY ENGINEERS**

DATE Dec. 30, 1935  
 COUNTY ENGINEER Robert S. Jones  
 PLANNING & ZONING COORDINATOR Robert S. Jones  
 COUNTY ATTORNEY Robert S. Jones

**CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS**

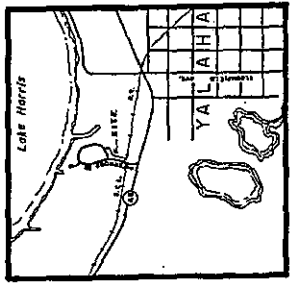
THIS IS TO CERTIFY THAT the foregoing plat has been approved by the Board of County Commissioners of Lake County, Florida.

Robert S. Jones  
 Chairman of the Board  
Robert S. Jones  
 Clerk of the Board

**CERTIFICATE OF CLERK**

I HEREBY CERTIFY THAT I have examined the foregoing plat and find that it complies in every respect with all the requirements of Chapter 1771, Florida Statutes, and was filed for record on December 1, 1935 at 11:25 A.M. File No. 38-1133

Robert S. Jones  
 Clerk of the Circuit Court  
 in and for Lake County, Fla.



**DESCRIPTION**  
 A PART OF GOVERNMENT LOT 7, SECTION 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, BEING A SUBDIVISION OF THE LANDS OF SAID SECTION 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RECORDED IN PLAT BOOK 27, PAGE 88, AND ALSO BEING A SUBDIVISION OF THE LANDS OF SAID SECTION 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RECORDED IN PLAT BOOK 27, PAGES 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**OWNER'S AND CONSENT TO DEDICATION**

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE INTENT AND PURPOSE OF THE UNDERSIGNED TO DEDICATE THE FOREGOING LANDS TO THE PUBLIC AND THAT THE UNDERSIGNED HEREBY JOINS IN THE CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED ABOVE AS CONTAINED IN THE FOREGOING RECORD BOOK (SEE PAGE 88) OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE ABOVE DEDICATION.

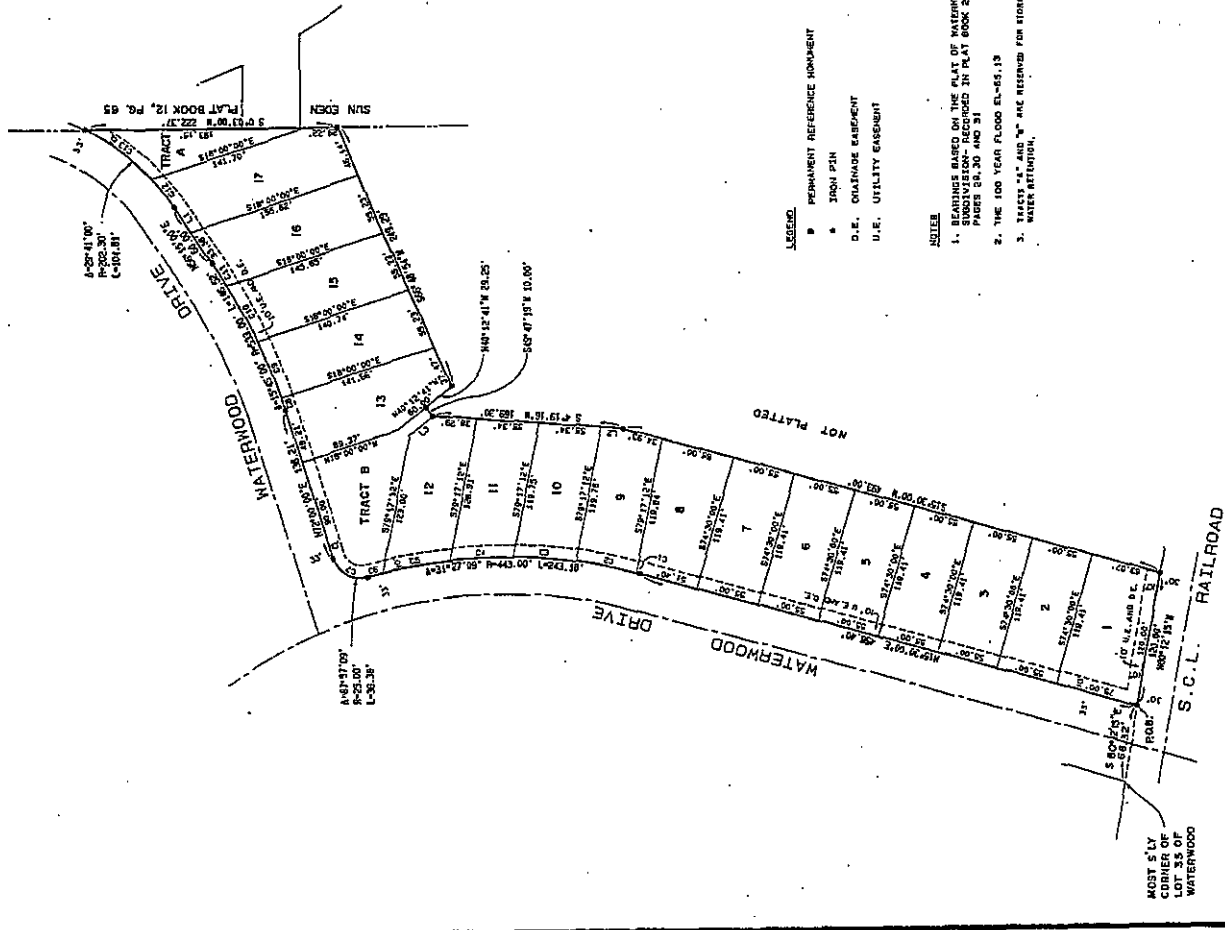
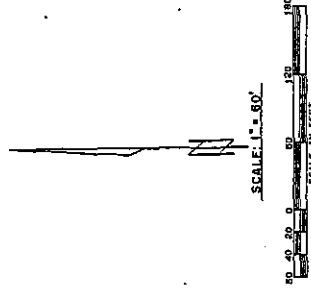
SUBSCRIBED AND SIGNED AND PRESIGNED BY:  
Robert S. Jones  
 Chairman of the Board  
Robert S. Jones  
 Clerk of the Board

My Commission Expires 2-17-36  
 NOTARY PUBLIC

# WATERWOOD PATIO HOMES

A SUBDIVISION IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST,  
LAKE COUNTY, FLORIDA

- RETRACT REQUIREMENTS FOR SINGLE FAMILY HOMES  
IN CONJUNCTION WITH C.U.P. 303-2
1. FRONT YARD RETRACK SHALL BE 10' FROM PROPERTY LINE FOR INTERIOR LOTS AND 15' FROM PROPERTY LINES ON CORNER LOTS.
  2. SIDE YARD RETRACK SHALL BE 5' FROM PROPERTY LINE. MINIMUM DISTANCE BETWEEN HOUSES SHALL BE 10'.
  3. REAR YARD RETRACK SHALL BE 10' FROM PROPERTY LINE.
  4. DIMENSIONS ARE TAKEN FROM OUTSIDE SURFACE OF EXTERIOR WALLS.



CURVE	BEARING	CHORD	LENGTH
1	S 89° 57' 38"	443.00	58.04
2	S 71° 07' 01"	443.00	58.04
3	S 71° 07' 01"	443.00	58.04
4	S 71° 07' 01"	443.00	58.04
5	S 71° 07' 01"	443.00	58.04
6	S 71° 07' 01"	443.00	58.04
7	S 71° 07' 01"	443.00	58.04
8	S 71° 07' 01"	443.00	58.04
9	S 71° 07' 01"	443.00	58.04
10	S 71° 07' 01"	443.00	58.04
11	S 71° 07' 01"	443.00	58.04
12	S 71° 07' 01"	443.00	58.04
13	S 71° 07' 01"	443.00	58.04

LINE	BEARING	DISTANCE
1	S 89° 57' 38"	58.04
2	S 71° 07' 01"	58.04
3	S 71° 07' 01"	58.04

- LEGEND
- P PERMANENT REFERENCE MONUMENT
  - S IRON PIN
  - D.E. OUTLINE EASEMENT
  - U.E. UTILITY EASEMENT

- NOTES
1. BEARINGS BASED ON THE PLAT OF WATERWOOD PATIO HOMES RECORDED IN PLAT BOOK 21, PAGES 82-90 AND 91.
  2. THE 100 YEAR FLOOD ELEVATION IS 13.
  3. TRACTS "A" AND "B" ARE RESERVED FOR FLOOD WATER RETENTION.

MOST S.W. CORNER OF LOT 35 OF WATERWOOD

# WATERWOOD PATIO HOMES PHASE II

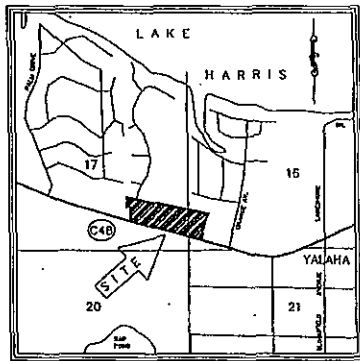
A PARTIAL REPLAT OF SUN EDEN  
AND

A PARTIAL REPLAT OF WATERWOOD  
IN

SECTIONS 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST  
LAKE COUNTY, FLORIDA

**LEGAL DESCRIPTION:**

THAT PART OF SUN EDEN, A SUBDIVISION RECORDED IN PLAT BOOK 12, PAGE 65 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THAT PART OF WATERWOOD, A SUBDIVISION RECORDED IN PLAT BOOK 25, PAGES 29, 30 AND 31 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THAT PART OF THE ABANDONED S.C.L. RAILROAD IN SECTIONS 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA BOUNDED AND DESCRIBED AS FOLLOWS:  
BEGIN AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF BROWN AVENUE WITH THE NORTHERLY RIGHT-OF-WAY OF HIGHWAY C-4B AND RUN N.73°27'45"W. ALONG THE NORTHERLY RIGHT-OF-WAY OF HIGHWAY C-4B A DISTANCE OF 859.35 FEET TO THE WEST LINE OF TRACT "B" OF SAID WATERWOOD; THENCE N.00°02'28"W. ALONG THE WEST LINE OF TRACT "B" 255.41 FEET; THENCE N.88°59'27"W., 161.58 FEET; THENCE N.00°08'15"E., 102.00 FEET TO THE NORTHERLY RIGHT-OF-WAY OF THE SAID ABANDONED S.C.L. RAILROAD; THENCE S.80°12'15"E. ALONG THE NORTHERLY RIGHT-OF-WAY OF THE SAID ABANDONED S.C.L. RAILROAD 108.17 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY OF THE AFOREMENTIONED BROWN AVENUE; THENCE S.11°0'00"W. ALONG THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT-OF-WAY OF SAID BROWN AVENUE AND ALONG THE WESTERLY RIGHT-OF-WAY OF BROWN AVENUE 428.52 FEET TO THE POINT OF BEGINNING.



VICINITY MAP SCALE: 1" = 1000'

**OWNER AND CONSENT TO DEDICATION**

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE OWNER OF A MORTGAGE UPON THE ABOVE DESCRIBED PROPERTY, AND THAT THE UNDERSIGNED HEREBY JOINS IN THE CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED ABOVE BY THE OWNER THEREOF, AND AGREES THAT ITS MORTGAGE, WHICH IS RECORDED IN OFFICIAL RECORD BOOK 1036, PAGE 1873 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA SHALL BE SUBORDINATED TO THE ABOVE DEDICATION. POWER OF ATTORNEY IN THIS MATTER IS HELD FOR ROLF ROHNADNER AND FRYLA L. ROHNADNER, HIS WIFE, BY THE UNDERSIGNED ROBERT J. ZARADNIK.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

*Donald H. Roof*  
*Cynthia D. Huffer*  
*Robert J. Zaradnik*  
*Robert J. Zaradnik*  
Robert J. Zaradnik  
(Power of Attorney for  
Rolf and Fryla L. Rohnadner)  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 04.1.1998

**OWNER AND CONSENT TO DEDICATION**

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE UPON THE ABOVE DESCRIBED PROPERTY, AND THAT THE UNDERSIGNED HEREBY JOINS IN THE CONSENTS TO THE DEDICATION OF THE LANDS DESCRIBED ABOVE BY THE OWNER THEREOF, AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 1034, PAGE 2421 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA SHALL BE SUBORDINATED TO THE ABOVE DEDICATION.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

*Robert J. Zaradnik*  
*Charles Stokolski*  
*Charles Stokolski*  
Charles Stokolski  
Charles Stokolski  
Vice President  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 04.1.1998

CITIZENS NATIONAL BANK OF LEESBURG

*Charles Stokolski*  
Charles Stokolski  
Vice President

PLAT BOOK 31  
AND PAGE 73

DEDICATION  
FOR  
WATERWOOD PATIO HOMES, PHASE II

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plat for the uses and purposes thereon expressed and defined and shown hereon to the permanent use of the public. See NOTE below.  
IN WITNESS WHEREOF, the undersigned do hereunto set their hand(s) and seal(s) on July 13, 1990

NOTE:  
STREETS AND TRACTS SHALL BE MAINTAINED BY THE PROPERTY OWNERS AND ARE NOT, NOR WILL BECOME, THE RESPONSIBILITY OF LAKE COUNTY.

WITNESSES: OWNER: Waterwood, Inc.

*Donald H. Roof*  
*Cynthia D. Huffer*  
*Robert J. Zaradnik*  
Robert J. Zaradnik  
(President)

STATE OF FLORIDA COUNTY OF LAKE

THIS IS TO CERTIFY, That on July 13, 1990 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared

ROBERT J. ZARADNIK  
to me known to be the person described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be his act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.  
*Robert J. Zaradnik*  
NOTARY PUBLIC  
My commission expires 04.1.1998

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on 5/29/90 the lands as shown in the foregoing plat, that said plat is a correct representation of the lands therein described and plotted; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in

LAKE COUNTY, FLORIDA Dated 5/29/90  
*Harold G. Perry* Registration No. 3414

CERTIFICATES OF APPROVAL

COUNTY ENGINEER Date June 13, 1990  
PLANNING & ZONING COORDINATOR Date June 13, 1990  
COUNTY ATTORNEY Date December 9, 1990

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on August 2, 1990 the foregoing plat was approved by the Board of County Commissioners of Lake County, Florida.

*Michael J. Boyle*  
Chairman of the Board.  
*James C. Wooten*  
Clerk of the Board.

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on July 16, 1990 at 3:17 PM in file 90-14381  
*Alvin O. Adler*  
Clerk of the Circuit Court  
in and for Lake County, Florida.

WATERWOOD  
PATIO HOMES  
PHASE II  
SHEET 1 OF 2

14-16 3-17-90



# WATERWOOD PATIO HOMES PHASE II

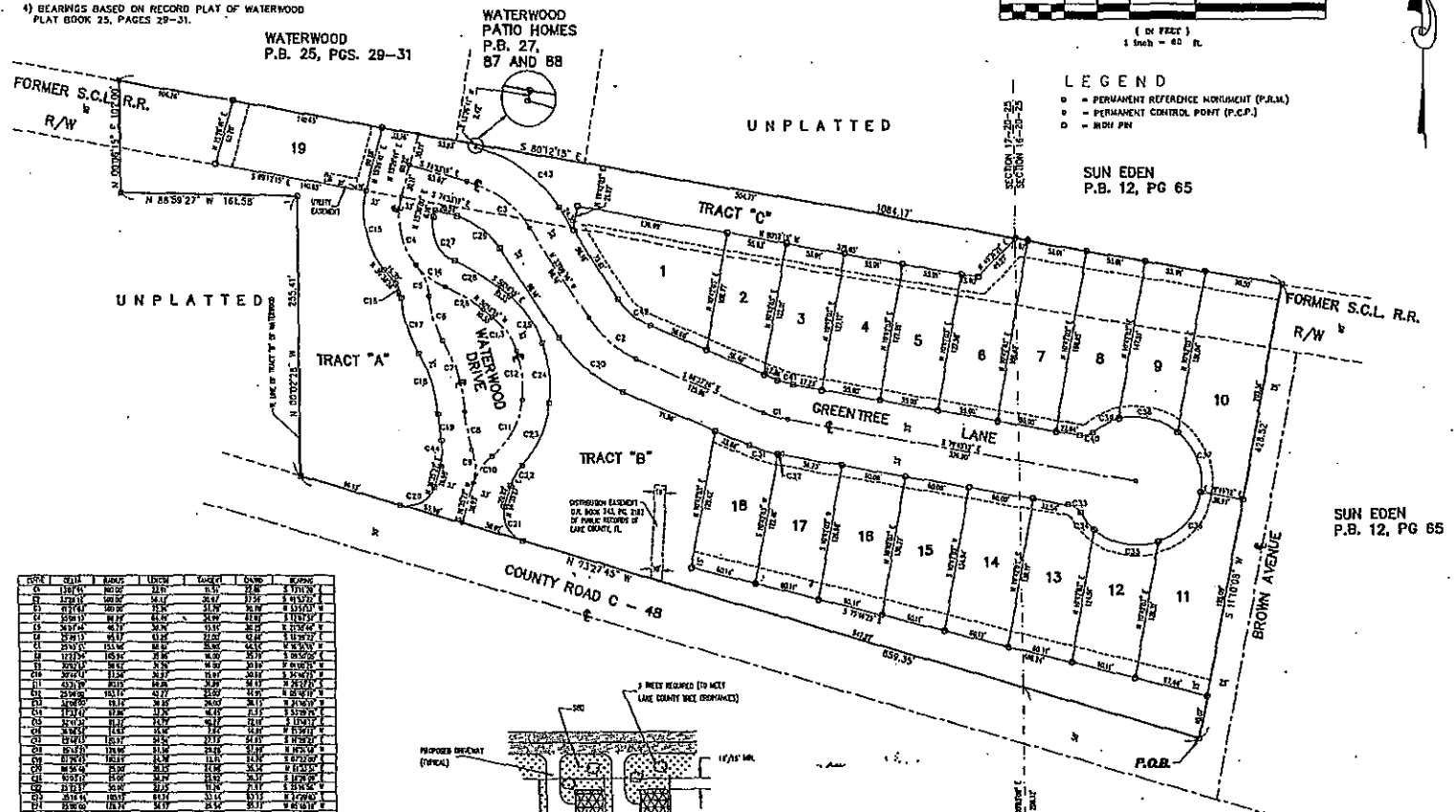
A PARTIAL REPLAT OF SUN EDEN  
AND  
A PARTIAL REPLAT OF WATERWOOD  
IN  
SECTIONS 16 AND 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST  
LAKE COUNTY, FLORIDA

**NOTES**

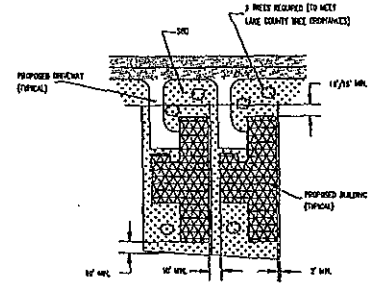
- 1) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 2) THERE IS A 15' DRAINAGE AND UTILITY EASEMENT ALONG ALL REAR LOT LINES AND A 10' DRAINAGE AND UTILITY EASEMENT ALONG ALL FRONT LOT LINES.
- 3) TRACTS "A", "B" AND "C" ARE FOR STORMWATER MANAGEMENT, WATER TREATMENT AND WELL SITE.
- 4) BEARINGS BASED ON RECORD PLAT OF WATERWOOD PLAT BOOK 25, PAGES 29-31.



- LEGEND**
- = PERMANENT REFERENCE MONUMENT (P.R.M.)
  - = PERMANENT CONTROL POINT (P.C.P.)
  - ◇ = MDU PIN



TRACT	LOT	AREA	LENGTH	WIDTH	PERIMETER	BEARING
C	1	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	2	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	3	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	4	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	5	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	6	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	7	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	8	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	9	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	10	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	11	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	12	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	13	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	14	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	15	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	16	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	17	1187.04	160.00	31.00	211.00	S 71°27'45" W
C	18	1187.04	160.00	31.00	211.00	S 71°27'45" W



STORM REQUIREMENTS FOR SHEET THICK ROSES IN EXISTING WITH 1/2" S&S.

First Yard setback shall be 15' minimum from property line for 1/2" thick and 15' minimum from driveway line on other side.

Site yard setback shall be 5' from property line. Minimum distance between houses shall be 10'.

Row yard setback shall be 10' minimum from property line.

All dimensions are taken from outside surface of utility rod.

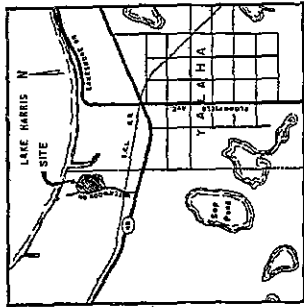
17/06  
20/21

# WATERWOOD TOWNHOUSES

A REPLAT OF TRACT "A", WATERWOOD SUBDIVISION ALSO IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

### DESCRIPTION

Tract "A" of Waterwood Subdivision according to the plat thereof recorded in Plat Book 25, Pages 29, 30 and 31 of the Public Records of Lake County, Florida. ALSO: That part of Section 17, Township 20 South, Range 25 East, Lake County, Florida, described as follows:  
Begins at the intersection of the most southerly line of the divided "Tract X" with the westerly right-of-way of Waterwood Drive; thence run N 89°45'00"E along said most southerly line of Tract "X" of Waterwood Subdivision 325.00 feet; thence N 28°30'00"W along an easterly line of said "Tract X" 295.00 feet; thence N 27°44'00"E along an easterly line of Tract "X" 282.74 feet; thence N 68°16'00"W along the northerly side of "Tract X" 132.59 feet to the beginning of a curve concave to the southerly and having a radius of 107'17"26" on an arc length of 28.19 feet; thence N 22°17'26"W along a radius of 107'17"26" to the beginning of a curve concave to the southerly and having a radius of 223.00 feet (said beginning of curve being N 22°17'26"W of the center of said curve); thence run northerly along the arc of said curve through a central angle of 107'17"26" to the end of said curve and the beginning of a curve concave to the southerly and having a radius of 239.08 feet; thence easterly along the arc of said curve through a central angle of 33°44'00" an arc length of 155.22 feet; thence southerly along the arc of said curve through a central angle of 69°52'40" an arc length of 281.40 feet; thence westerly along the arc of said curve through a central angle of 54°48'20" an arc length of 194.10 feet to the end of said curve; thence S 57°15'00"W 60.00 feet to the beginning of a curve concave to the northerly and having a radius of 533.00 feet; thence southerly along the arc of said curve through a central angle of 33°45'00" an arc length of 148.24 feet to the end of said curve; thence S 72°00'00"W 128.31 feet to the beginning of a curve concave to the southerly and having a radius of 25.00 feet; thence southerly along the arc of said curve through a central angle of 67°57'08" an arc length of 38.39 feet to the end of said curve and a point on the southerly right-of-way of Waterwood Drive; said point being on a curve concave to the southerly and having a radius of 493.00 feet (said point also being N 75°02'57"E of the center of said curve); thence northerly along the arc of said curve and easterly right-of-way of Waterwood Drive through a central angle of 2°20'32"31" an arc length of 156.87 feet to the end of said curve; thence N 28°30'00"W along said westerly right-of-way of Waterwood Drive 38.00 feet to the point of beginning.



VICINITY MAP

### \* KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owner in fee simple of the lands described in the caption to this plat, does hereby dedicate said lands and plat for the use and purposes hereon expressed, provided, however, no part of said lands is dedicated to the county of Lake, or to the public. All of the property depicted on this plat or Waterwood Drive and all easements shown on this plat, are not required for public use and such streets and easements are not intended to become a part of the county system of public roads. The street easements that remain private and the site and subsurface property of Waterwood, Inc., a Florida corporation, its successors and assigns, are not intended to be dedicated to the public. The right of easement for the use of the water, gas, electric, telephone, cable, and other utilities of the town, United States Postal Service mail carriers, representatives of utilities authorized by Waterwood, Inc. to use the lands shown on this plat, is hereby dedicated to the public, and to such other persons as Waterwood, Inc., its successors or assigns, may from time to time, designate, the non-exclusive and perpetual right of ingress and egress over and across said streets and land of common property.

WATERWOOD, INC.

*Lawrence Slawson*  
Witness

*Frank B. Probst*  
Witness

*Stephen G. Lambert*  
Witness

*Carrie E. Zancovich*  
Witness

*Janet C. Barber*  
NOTARY PUBLIC

MY COMMISSION EXPIRES June 23, 1983

### JOINER AND CONSENT TO DEDICATION

The undersigned hereby certifies that they are the holders of a mortgage upon the herein described property, all mortgage being recorded in O.R. Book 663, page 112 of the Public Records of Lake County, Florida and joins in the consent to dedicate the roadway shown on this plat to the owners of the lot in this plat of Waterwood, Incorporated.

Signed, sealed and delivered in the presence of:

*Lawrence Slawson*  
Witness  
*Stephen G. Lambert*  
Witness  
*Carrie E. Zancovich*  
Witness

CITIZENS NATIONAL BANK OF LEEBURG

*Stephen G. Lambert*

Supervisor (Notary Public)

*Janet C. Barber*

NOTARY PUBLIC

MY COMMISSION EXPIRES June 23, 1983



### DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner... in fee simple of the lands described in the caption to this plat, do hereby dedicate the same to the public... for the use and purpose that is herein expressed.

IN WITNESS WHEREOF, The undersigned... hereunto set their hand and seal... on this 23rd day of June, 1983.

NOTES:  
STREETS SHALL BE MAINTAINED BY THE PROPERTY OWNERS AND ARE NOT THE RESPONSIBILITY OF NOS. WILL THEY BECOME THE RESPONSIBILITY OF LAKE COUNTY.  
WITNESSES  
*Lawrence Slawson*  
*Janet C. Barber*  
Carrie E. Zancovich  
Clerk of the Circuit Court  
Lake County, Florida

STATE OF FLORIDA... COUNTY OF LAKE... BEFORE ME, an officer duly authorized to take acknowledgments in the State and County of aforesaid, personally appeared **CARRIE E. ZANCOVICH**

to me known to be the person... described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be... (true and good for the uses and purposes therein expressed).

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.  
*Janet C. Barber*  
NOTARY PUBLIC  
My Commission Expires June 23, 1983

CERTIFICATE OF SURVEYOR  
KNOW ALL MEN BY THESE PRESENTS, That the undersigned... hereunto set their hand and seal on the above date.

CERTIFICATE OF APPROVAL  
COUNTY ENGINEER...  
DIRECTOR OF PLANNING...  
COUNTY ATTORNEY...

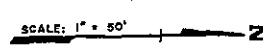
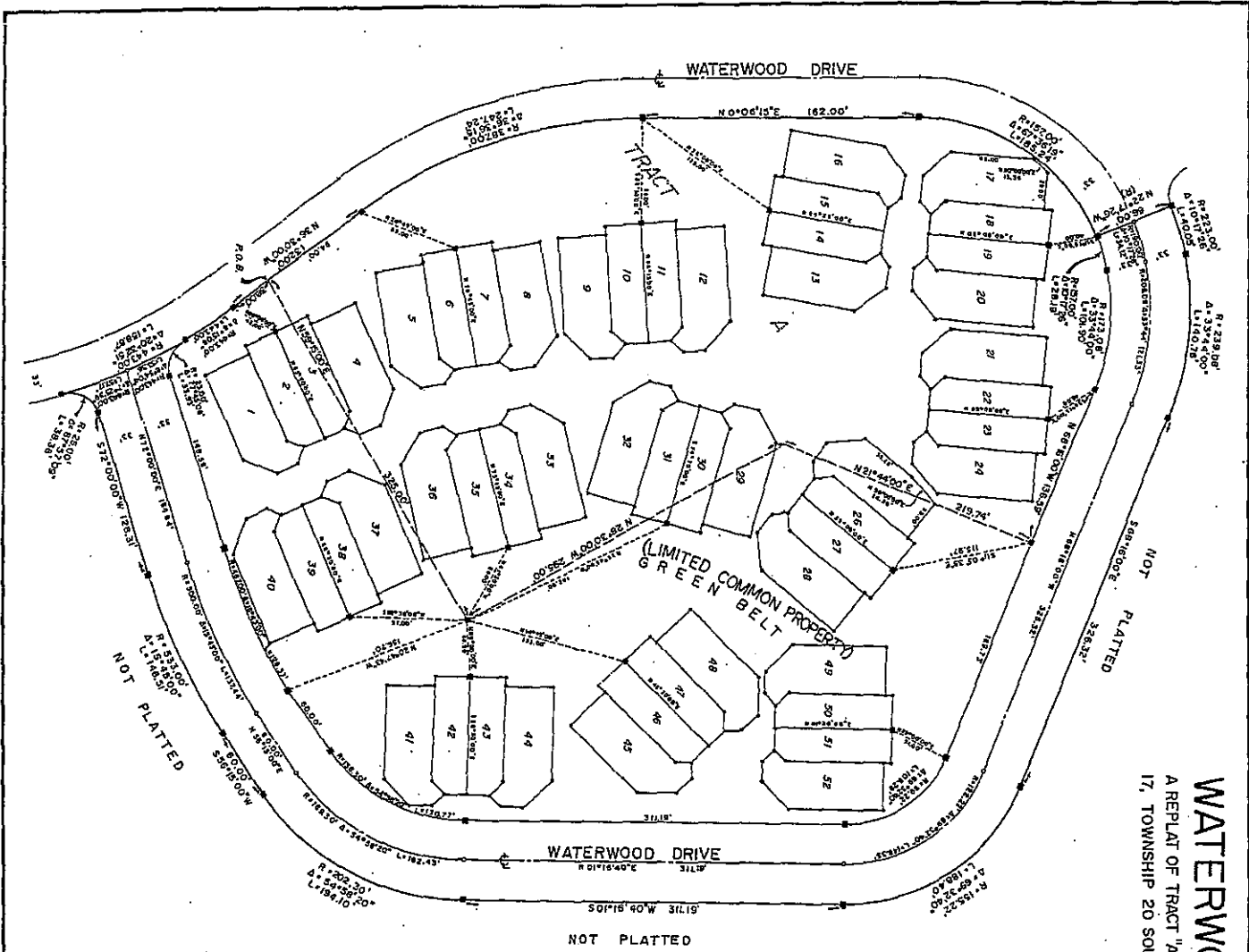
CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS  
THIS IS TO CERTIFY, That on November 17, 1980 the foregoing plat was approved by the Board of County Commissioners of Lake County, Florida.

CERTIFICATE OF CLERK  
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on NOVEMBER 24, 1980 at 11:08 AM... File # 80-36-3496

*Janet C. Barber*  
Clerk of the Court  
Lake County, Florida

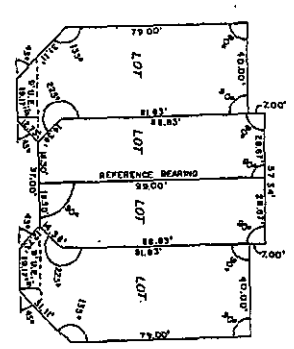
# WATERWOOD TOWNHOUSES

A REPLAT OF TRACT "A", WATERWOOD SUBDIVISION ALSO IN SECTION 17, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.



- LEGEND**
- PERMANENT REFERENCE MONUMENT
  - PERMANENT CONTROL POINT
  - IRON PIN
  - (M) RADIAL LINE
  - UE UTILITY EASEMENT

- NOTES**
1. BEARINGS ARE BASED ON MAGNETIC NORTH.
  2. CORNERS NOT SET AT TIME OF RECORDING.



Composite

Exhibit

"3"

Rec 121.00

WATERWOOD  
DECLARATION OF COVENANTS AND RESTRICTIONS

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SEP 19 1 16 PM '88  
 CLERK OF DISTRICT COURT  
 WASHINGTON COUNTY, PA

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WATERWOOD  
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, Made this 5<sup>th</sup> day of Sept., 1980, by WATERWOOD, INC., a Florida corporation, hereinafter referred to as the "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of the following-described real property situate, lying and being in Lake County, Florida, to-wit:

All that certain real property described in the Plat of WATERWOOD according to the Plat thereof as recorded in Plat Book 25, Pages 29,30 and 31, of the Public Records of Lake County, Florida; and

WHEREAS, the above-described real property shall hereinafter be referred to as the "Existing Property"; and

WHEREAS, Developer owns or may acquire title to additional real property adjacent to and surrounding the Existing Property, which real property may be incorporated into the Existing Property by the Developer; and

WHEREAS, it is contemplated that real property classified as Existing Property and Additions to Existing Property be developed into single family residential and townhome dwellings in a residential community with streets, street lights, open spaces, green belts, marina and clubhouse, and such other common facilities for the benefit of the said community as may be specifically designated on the plat of the Existing Property or any plats of Additions to Existing Property; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said streets, street lights, open spaces, green belts, marina and clubhouse, and other common facilities as may be specifically designated on the plats of the Existing Property and Additions to Existing Property and, to this end, desires to subject the Existing Property and the Additions to Existing Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which shall be binding upon and run with the title to the said lands, and is and are for the benefit of the Existing Property and the Additions to Existing Property and each Owner thereof; and

THIS INSTRUMENT PREPARED BY:  
PETER J. FIDES, II, ESQUIRE  
Of Maguire, Voorhis & Wells, P.A.  
180 Park Avenue North, Suite 2A  
Winter Park, Florida 32789



WHEREAS, Developer, has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create a non-profit corporation and/or certain subcorporations to which should be conveyed title and delegated and assigned the powers of maintaining and administering the community properties and facilities; administering and enforcing the covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer shall incorporate under the laws of the State of Florida, as a non-profit corporation, Waterwood Community Association, Inc., for the purpose of exercising the powers and functions aforesaid and as hereinafter set forth.

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

#### ARTICLE I

#### DEFINITIONS

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

a. "Association" shall mean and refer to Waterwood Community Association, Inc.

b. "Existing Property" shall mean and refer to all that certain real property described on the plat of WATERWOOD according to the Plat thereof as recorded in Plat Book 25, Pages 29 through 31, inclusive, of the Public Records of Lake County, Florida.

c. "Subject Property" shall mean and refer to Existing Property, as hereinabove defined.

d. "Additions to Existing Property" shall mean and refer to real property other than the Existing Property which becomes subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

e. "Common Property or Properties" shall mean and refer to those areas of land, open spaces, green belts, and all streets located thereon, shown on any recorded subdivision plat of the Existing Property or Additions to Existing Property and intended to be devoted to the common use and enjoyment of the Owners of all Lots in the Existing Property and Additions to Existing Property. All streets depicted on any plat of Existing or Additions to Existing Properties shall be included in the definition of "Common Property or Properties".

f. "Limited Common Property or Properties" shall mean and refer to those areas of land and to those facilities which are encompassed by and designated as

Limited Common Property on the recorded plat of any Additions to Existing Property to be developed as a townhome community, which said lands or facilities shall and are hereby declared, subject to the limitations hereinafter set forth, to be devoted to the exclusive use and enjoyment of the Owners of the Lots encompassed within the said plat.

g. "Lot" shall mean and refer to any plot of land set aside for purposes of improvement as a residential homesite, intended to be subject to exclusive ownership and possession, and shown upon any recorded subdivision plat of the Existing Property or any Addition to Existing Property.

h. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is situated upon the Existing Property or any Additions to Existing Property, including the Developer with respect to an unsold Lot; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee of Lots unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Lot held, irrespective of whether such ownership is joint, in common or tenancy by the entirety.

i. "Member" shall mean and refer to each Owner who is a Member of the Association as provided in Article III, Section 2, hereof, and also to each Owner which may also be a member of a Sub-Association created pursuant to the terms of any Supplemental Declaration.

j. "Sub-Association" shall mean and refer to any community association established pursuant to Section 3 of Article V of this Declaration for the purpose of owning, operating and maintaining Limited Common Properties and attending to the affairs and assessments unique to such townhouse development containing such properties and incident to which the Sub-Association was created.

k. "Developer" shall mean and refer to WATERWOOD, INC., a Florida corporation, and its successors and assigns.

l. "Party Wall" shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support, and each adjoining property, situate or intended to be situate on the boundary line between adjoining properties.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO EXISTING PROPERTY

SECTION 1. Property Subject to Declaration. The Subject Property and all Additions to Existing Property, as heretofore defined, are and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

SECTION 2. Additions to Existing Property. Additional land may become subject to this Declaration as follows:

(a) Recordation of Additional Declarations. Additional land may become subject to this Declaration by recordation of additional Declarations containing essentially the same substance as the instant Declaration, in the sole discretion of Developer. Subject to the right of Developer to establish such Sub-Associations as Developer may deem appropriate, as set forth in Article V, Section 3, any subsequent Declarations of Covenants and Restrictions shall interlock all rights of Members to the Association to the end that all rights resulting to Members of the Association shall be uniform as between all phases of Waterwood. In the event Developer does establish a Sub-Association with respect to any phase or phases of Waterwood, such Sub-Association shall be established pursuant to the terms of the appropriate Supplemental Declaration and the Owners of Lots in the phase affected by the Supplemental Declaration shall be Members of both the Association and the Sub-Association.

(b) Additions in Accordance with Developer's Plan of Development. The Developer, its successors and assigns, shall have the right but not the obligation to bring within the scheme of this Declaration as Additions to Existing Property additional adjacent properties in future phases of the development, which additional properties include real property which Developer presently owns and real property to which Developer may hereafter acquire title.

The additions authorized under this and the preceding subsection shall be made by filing of record a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such Addition to Existing Property.

Such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

(c) Mergers. Upon a merger or consolidation of the Association and/or any Sub-Association with another association, as provided in their Articles of Incorporation, the properties, rights and obligations of each may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association and/or any Sub-Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration and any Supplemental Declaration within the Existing Property and the Additions to Existing Property, together with the covenants and restrictions established upon any other properties, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration within

the Existing or Additions to Existing Properties, except as hereinafter provided.

SECTION 3. General Provisions Regarding Additional Property. Regardless of the above method used to include additional property within the jurisdiction of this or any Supplemental Declaration, no addition shall revoke or diminish the rights of the Owners of Existing or Additions to Existing Properties to the utilization of the Common Properties or Limited Common Properties as established hereunder or as established under the terms of any Supplemental Declaration, except to grant to the Owners of the properties being added the right to use the Common Properties or the Limited Common Properties and to proportionately change voting rights and assessments.

ARTICLE III

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

SECTION 1. Association. The Association shall be a non-profit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, the By-Laws and this Declaration. Copies of the Association Articles of Incorporation and By-Laws are attached hereto as Exhibits "A" and "B", respectively, and are incorporated herein by this reference. Neither the Articles of Incorporation nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) Members of the Association, or (2) officers, directors, agents, representatives or employees of the Developer. A Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with the Declaration, and the Association Articles of Incorporation and By-Laws. Anything in this or any Supplemental Declaration, the Association and/or any Sub-Association Articles of Incorporation or By-Laws to the contrary notwithstanding, the Developer shall be entitled to elect to the Board of Directors of the Association and each Sub-Association from time to time in existence a majority of the members thereof until such time as Developer has sold ninety-five percent (95%) of the Lots within both the Existing and all potential Additions to Existing Properties.

Regardless of whether majority control of the Association or any Sub-Association may have been relinquished by Developer pursuant to the requirements of the foregoing sentence, Developer shall be entitled to elect to the Board of Directors of any Sub-Association created incident to a new phase, after such relinquishment of control of the Association or any Sub-Association theretofore created, a majority of Directors until such time as ninety-five percent (95%) of the Lots in such new phase have been sold.

For the purposes hereof, in computing the number of Lots owned by Developer from time to time, any unplanted land now or hereafter owned by Developer and lying adjacent

to the Existing or Additions to Existing Property, shall be considered to contain the maximum number of Lots allowable under the density provisions of the applicable zoning ordinance, as such provisions exist at the time of such computation.

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

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

SECTION 3. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article I, with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 2. When more than one person holds such interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Member shall be the Developer. The Class B Member shall have the following votes, to-wit:

- a. Three (3) votes for each Lot owned by Developer.
- b. Ten (10) votes for every acre of land now or hereafter owned by Developer which remains undeveloped as a part of the Developer's present or future general plan of development. The present acreage for the purpose of determining the aforementioned vote totals approximately twenty-one and eight tenths (21.8) acres, more or less, exclusive of the Existing Property.

The Class B Membership shall cease and become converted to Class A Membership and entitled to vote as such on the happening of any of the following events, whichever occurs earlier:

- a. When the total votes outstanding in the Class A Membership equals or exceeds the total votes outstanding in the Class B Membership; or
- b. At the expiration of ten (10) years after the date of recording of this Declaration; provided, however, that if a Supplemental Declaration is recorded annexing Additions to Existing Property pursuant to Article II of this Declaration at any time or times prior to expiration of said ten (10) year period (as the same may have been extended

by the filing of any Supplemental Declaration) such period shall be extended each time until the expiration of five (5) years from the date of recording of the last such Supplemental Declaration.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which it holds the interests required for membership under Section 2.

Anything in this Declaration, the Association, Articles of Incorporation or By-Laws to the contrary notwithstanding, and for so long as Developer is the Owner of five percent (5%) or more of the Lots developed or intended to be developed within the Existing and all future Additions to Existing Properties, no vote, decision, or action which requires an approval or a vote of two-thirds (2/3) or more of the Members of the Association voting on said matter, irrespective of class, shall be effective or implemented until Developer has approved of or consented to same in writing directed to the Board of Directors of the Association. For the purposes of this paragraph, in computing the number of Lots owned by Developer from time to time, any unplatted land now or hereafter owned by Developer and lying adjacent to the Existing or Additions to Existing Property, shall be considered to contain the maximum number of Lots allowable under the density provisions of the applicable zoning ordinance, as such provisions exist at the time of such computation.

The vote or votes for each Lot must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain Lot, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners of the same Lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

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

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

(a) Annexed Lands. Accept as part of the development all real estate annexed pursuant to Article II of this

Declaration, and accept all Owners thereof as Members of the Association as are subject to the membership requirements set forth herein and in the By-Laws.

(b) Enforcement. To take such action, whether or not expressly authorized herein or in any governing instrument, as may be reasonably necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions and other provisions of this Declaration, and of the Articles of Incorporation and By-Laws.

(c) Operation and Maintenance of Common Property. To own, operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Property, together with all easements for operation and maintenance purposes and for the benefit of the Association or its Members over and within the Common Properties; to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order, condition and repair; and to maintain any parking areas and streets free and clear from obstructions and in a safe condition for vehicular use at all times. The maintenance and repair of the clubhouse, marina, railroad crossing, and all streets lying within the Existing and Additions to Existing Properties, to the extent that such streets have not theretofore been dedicated to a political subdivision or public authority pursuant to the terms of this Declaration, shall be the responsibility of the Association.

(d) Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, electrical, telephone and gas, and any other necessary utility services for the Common Properties.

(e) Sewer and Water Utilities. To operate and maintain and otherwise manage or provide for the operation and maintenance of the sewer plant, as described in Article VI hereof; the water well, pumping station, storage and other facilities and equipment situated on Tract "C", as depicted on the plat of the Existing Property; and the water treatment facility and equipment located on Tract "B", as depicted on the said plat; and all mains, laterals, lift stations, pumps, meters, and all other pipes and equipment located on said Tracts "C" and "B", and situated upon, under or in any street, green belt, easement, Common Property, or Limited Common Property in the Existing Property or any Addition to Existing Property; and to operate and maintain Tracts "B" and "C", all of the foregoing being in accordance with the provisions of Article VI of this Declaration.

(f) Taxes and Assessments. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes. It is the intent of this Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Properties appurtenant to such Owner's Lot constitutes an interest in real property on a proportionate basis appurtenant to each Lot, the value of the interest of each Owner in such Common Property shall be included in the assessment for each Lot and any assessment

directly against such Common Properties should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various Lots.

(g) Dedication for Public Use. Upon being directed from time to time by the Developer to do so prior to relinquishment of control of the Association by the Developer, and after such relinquishment of control, upon the approval of two-thirds (2/3) of those Owners voting on such matter at a meeting duly called for that purpose, to promptly dedicate such streets, roads and drives and such water, sewer or other utility lines or facilities and appropriate easements as may be specified by Developer or Association as aforesaid to such municipalities, utility companies, political subdivisions, public authorities or similar agencies or bodies as may be designated by Developer or the Association as aforesaid.

(h) Insurance. To obtain and maintain insurance as provided for by the By-laws or this Declaration.

(i) Rule Making. To make, establish, promulgate, amend or repeal any rules and regulations as may be deemed necessary by the Association.

(j) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of this Declaration and the rules and regulations of the Association.

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

(a) Assessments. To levy assessments on the Owners of Lots and to enforce payment of such assessments, all in accordance with the provisions of this Declaration.

(b) Right of Enforcement. In its own name, on its own behalf or behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any provision of this Declaration, the rules and regulations promulgated by the Association, the Articles of Association or the By-Laws, and to enforce, by mandatory injunction or otherwise, all of the provisions thereof.

(c) Easements and Rights-of-Way. To grant and convey to any third party easements and rights-of-way in, on, over and under the Common Properties and any private streets located thereon for the purposes of constructing, erecting, operating or maintaining thereon, therein or thereunder (1)



overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity and for lighting, heating, power, telephone, community television, radio and audio and antenna facilities and for other appropriate purposes, (2) public sewers, storm water drains and pipes, water systems, sprinkler systems, water, heating and gas lines or pipes, and (3) any similar public or quasi-public improvements or facilities.

(d) Employment of Manager and Employees. To employ the services of any person or corporation as manager, together with employees, to manage, conduct and perform the business, obligations and duties of the Association as may be directed by the Board and to enter into the contracts for such purpose. Such manager and employees shall have the right to ingress and egress over such portions of the development as may be reasonably necessary for the purpose of performing such business, duties and obligations.

(e) Right of Entry. Without liability to any Owner, to cause its agents, independent contractors and employees, after notice, to enter upon any Lot or the exterior of any residence for the purpose of enforcing any and all the provisions of Article IX of this Declaration, for the purpose of maintaining and repairing such Lot or residence if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior appearance as required by Article IX, or as reasonably required to promote or protect the general health, safety and welfare of the residents and the users of the development properties.

(f) Maintenance and Repair Contracts. To contract and pay for, or otherwise provide for, the maintenance, restoration and repair of all improvements of whatsoever kind and for whatever purpose from time to time located upon or within the Common Properties.

(g) Insurance. To obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of this Declaration or the By-Laws, as the Association may deem to be appropriate for the protection or benefit of the Association, the members of the Board, the members of the ARB, Owners, their tenants or guests, including, but not by way of limitation, fire and extended coverage insurance covering the Common Properties, liability insurance, war risk insurance, boiler insurance, workmen's compensation insurance, malicious mischief insurance, automobile non-ownership insurance, and performance and fidelity bonds.

(h) Utility Service. To contract and pay for, or otherwise apply for, any necessary utility services, including, but without limitation, water, sewer, garbage, electrical, telephone and gas services for the benefit of the Association.

(i) Professional Services. To contract and pay for, or otherwise provide for, any necessary services of architects, engineers, attorneys, certified public accountants, and such other professional and non-professional services as the Association deems necessary.

(j) Subdivision Sewer and Water Utilities. To contract and pay for, or otherwise provide for any necessary services, material, equipment and labor for the operations and maintenance

of the sewer plant, water supply, and water treatment, as provided for in Article VI herein.

(k) Street Maintenance. To contract and pay for, or otherwise provide for, the construction, reconstruction, repair, replacement or refinishing of any streets, roads, drives, parking areas, or other paved areas upon any portion of the development not dedicated to any governmental unit. It shall be the obligation of the Association to maintain at Association expense and pursuant to the requirements of Seaboard Coast Line Railroad Company the railroad crossing and other improvements appurtenant thereto at the intersection of the railroad right-of-way and Waterwood Drive, as shown on the Plat of the Subject Property.

(l) Maintenance of Road Medians. To contract and pay for the maintenance and landscaping of all medians within roadways or right-of-ways within the Existing or Additions to Existing Properties, whether or not same have been dedicated to a governmental unit or public authority.

(m) Protective Services. To contract and pay for, or otherwise provide for, fire, security, and other such protective services as the Association shall from time to time deem appropriate for the benefit of the development, the Owners, their tenants and guests.

(n) General Contracts. To contract and pay for, or otherwise provide, such materials, supplies, furniture, equipment and labor as and to the extent the Association deems necessary.

(o) Liens. To pay and to discharge any and all liens from time to time placed or imposed upon any Common Property on account of any work done or performed by or on behalf of the Association in the fulfillment of any of its obligations and duties of ownership, maintenance, repair, operation or administration.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON PROPERTIES

SECTION 1. Member's Easements of Enjoyment. Subject to the provisions of this Article, every Member of the Association shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Properties of all phases of Waterwood and such rights shall be appurtenant to and shall pass with the title to every Lot. Said rights shall include, but not be limited to, the following:

(a) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks in the Common Properties for all lawful purposes; and

(b) Rights to connect with, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, sewers and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Properties; and

(c) Rights to use and enjoy the Common Properties for recreational and any other purpose not inconsistent with this Declaration, any applicable Supplementary Declaration, or the By-Laws and rules and regulations of the Association.

**SECTION 2. Title to Common Properties.** The Developer may retain the legal title to all or any portion or portions of the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same. The Developer may convey or turn over certain items of the Common Properties and retain others. Notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey to the Association all Common Properties located within the Existing and Additions to Existing Properties when the Developer has legally conveyed to Owners ninety-five (95%) percent of the Lots within the general plan of Development. The conveyance of the Common Properties to the Association shall be deemed to contain the following covenant which shall run with the land, whether or not specifically set forth in such conveyance, and shall be binding upon the Association, its successors and assigns for so long as this Declaration or any Supplemental Declaration shall remain unrevoked:

In order to preserve and enhance the property values and amenities of the development, the Common Properties and all facilities now or hereafter built or installed thereon, shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Properties shall include, but not be limited to, the repair of damage to roadways, walkways, docks, buildings, outdoor lighting, fences and landscape maintenance.

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

**SECTION 3. Extent of Members' Easements.** The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

(a) The right of the Association, to suspend the enjoyment right of any Member (other than Developer), except as to ingress and egress to and from such Member's Lot through the streets, for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(b) The right of the Developer prior to relinquishment of control, and of the Association upon the approval of two-thirds (2/3) vote of the Owners voting on such matter at a meeting duly called for that purpose, to grant, dedicate to a governmental agency or a utility, and reserve easements and rights-of-way, in, through, under, over and across the Common Properties (or to direct that the Association grant, dedicate, or reserve same after conveyance of the Common Properties to the Association), for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, telephone,

electricity, and other utilities, and for the completion of the development.

(c) The easements and rights of Developer reserved by this Declaration.

SECTION 4. Phase of Development in Which Common Property Located Not Controlling As To Use. The rights of Members of the Association shall in no wise be altered or restricted because of the location of the Common Property (as distinguished from Limited Common Property) in a phase of Waterwood in which such Member does not own a Lot. Designation by Developer of property as Common Property belonging to the Association (or the Developer prior to conveyance to the Association) shall result in membership use entitlement, regardless of the phase in which the Lot is acquired or located.

SECTION 5. Easement Reserved Unto Developer Over Lots and Common Property. The Developer hereby reserves unto himself, his successors and assigns, all necessary licenses, rights, privileges and easements over, upon, under and across all Common Property and all property lying between the exterior lot lines and setback lines within every Lot, as such setback lines are established by applicable zoning and subdivision laws, shown on any present and future recorded subdivision plat of the Existing Property or any Additions to Existing Property including, but not be limited to, (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, cable television, sewer, water or other public conveniences or subdivision utilities, (2) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance, (3) the right to locate thereon wells and pumping stations, (4) the right and easement of ingress and egress for purposes of development and construction, and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of Waterwood; provided, however, that said reservation and right shall not be considered an obligation of the Developer to provide or maintain any such utility, development, or service. Developer also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Common Properties, easements, green belts, or property lying between the exterior lot lines of any Lot and the building setback lines therein. Finally, the Developer reserves the right to establish and continue to use any sales offices, signs or parking spaces located on the Common Properties in its effort to market homes constructed within the development. The easements and rights-of-way herein reserved shall continue in existence in favor of Developer after conveyance of Common Properties to the Association and any Lot to an Owner until such time as such rights are specifically and expressly relinquished by Developer by reference to this provision. This paragraph may not be amended without the consent of the Developer.

SECTION 6. Transfer of Easement. The Developer hereby covenants, for himself, his heirs, successors and assigns, that he will transfer the easements, licenses, rights, and privileges reserved in this Declaration as Developer to the Association as to Common Properties and to the Owners as to their respective Lots upon the sooner of the 1st of January in the year 2030, or the sale by Developer of the last Lot held for sale in the ordinary course of business by Developer in any and all phases of the development.-

SECTION 7. Encroachments on Lots or Common or Limited Properties. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed by Developer encroaches on any Lot or the Common or Limited Common Properties, it shall be deemed that the Owner of such Lot or the Association or Sub-Association has granted a perpetual easement to the Owner of the adjoining Lot or the Association or Sub-Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structure if same are constructed in substantial conformity with the original structure or improvement. The foregoing provision shall endure for so long as applicable and shall not be subject to amendment.

SECTION 8. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of and restricted solely to the Association, the Sub-Association, the Developer, and the Owners; and any Owner or the Developer may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject, in the case of the Common Properties and Limited Common Properties, to the rules and regulations of the Association, and the Sub-Association, respectively, but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

SECTION 9. Easement for Police and Fire Protection, etc. The streets, parking areas and roadways reflected on the plats of Existing and Additions to Existing Properties are not required for public use and will not be dedicated as part of the city, county, state or federal street or highway systems, but shall remain, unless hereafter dedicated in accordance with this Declaration, the sole and exclusive private property of the Developer, Association or Sub-Association, as herein set forth. Developer hereby grants over said streets, parking areas, walkways, and roadways to all present and future Owners of Lots in the Existing and Additions to Existing Properties, their guests, invitees and licensees, and to delivery, pickup, garbage, and fire and police protection services, and other authorities of the law, U.S. Postal Service representatives, meter readers and representatives of utilities, and other persons authorized by Developer, the Association, or the Sub-Association to serve the land shown on any plat of Existing or Additions to Existing Properties, and to holders of mortgage liens on said lands, the non-exclusive and perpetual right of ingress and egress over and across the Common and Limited Common Properties and the streets and easements thereon.

ARTICLE V

PROPERTY RIGHTS IN THE LIMITED COMMON PROPERTIES

SECTION 1. Title to Limited Common Property. Subject to this Declaration and any Supplemental Declaration and the easements reserved thereby in favor of the Developer and Owners, in connection with the platting of Existing and Additions to Existing Properties, the title to any Limited Common Property shall be conveyed to such Sub-Association as shall be established pursuant to Section 3 of this Article for the purpose of owning, operating and maintaining the said Limited Common Properties. The obligation of the Developer to convey the Limited Common Properties to the Sub-Association shall be limited by the same reservations as to retention of title, and the conveyance to the Sub-Association shall be deemed to contain the same obligation of maintenance, operation and repair on the part of the Sub-Association as are reserved and imposed by Section 2 of Article IV of this Declaration with respect to the Common Properties and the Association.

SECTION 2. Extent of Members' Easements. Each Owner of a Lot in the phase designated in any Supplemental Declaration as containing Limited Common Property for the exclusive benefit of the Owners of properties in that phase shall have a right and non-exclusive easement of use and enjoyment in and to the said Limited Common Property which right shall be appurtenant to the ownership of such Lot. Notwithstanding anything to the contrary in this Declaration, a person or entity, other than the Developer, who is not an Owner of the fee simple or undivided fee simple in and to a Lot encompassed within a particular phase containing areas or properties designated as Limited Common Property shall have no property right or rights of use or enjoyment in and to said Limited Common Property, and membership in the Association shall not be construed as vesting in any Member any property or user right in and to the Limited Common Property unless said Member is also the Owner of the fee simple or undivided fee simple title in and to a Lot encompassed within the phase containing Limited Common Property.

Subject to the rights and easements of Developer and Sub-Association, as hereinafter set forth, Owners of Lots encompassed within phases of Waterwood containing Limited Common Properties shall have such non-exclusive right, license, privilege and easement of use and enjoyment in and to the Limited Common Properties appurtenant to and passing with the title of such Lot as shall be equivalent to the right, license, privilege and easement of the Members of the Association in and to the use and enjoyment of the Common Properties as such right is specifically set forth in Section 1 of Article IV of this Declaration.

The rights and easements of use and enjoyment created hereby shall be subject to the same rights, duties, and powers of the Developer and the Sub-Association (as the substitute for the Association with respect to the Limited Common Properties) in and to the Limited Common Properties as are provided to or imposed upon the Developer and the Association as to the Common Properties by the provisions of Sections 2, 3, 5, 6 and 9 of Article IV of this Declaration.

SECTION 3. Sub-Association. In order to provide for the eventual ownership, care, maintenance and preservation of the Limited Common Property and improvements thereon appurtenant to each phase containing Limited Common Properties, and in order to provide for the care, management, maintenance and preservation of land declared for use as a townhome development and the exteriors of residences and improvements thereon, Developer may cause a Sub-Association to be created similar to the Association, which Sub-Association shall have the same rights and powers with respect to the Limited Common Properties, including the right and power to levy assessments, as are provided for the Association as to Common Properties, and shall be created contemporaneously with the platting of the relevant Addition to Existing Property, and requirements of membership therein and the obligations of the Members thereof shall be set forth in a Supplemental Declaration and in the Articles and By-Laws of the Sub-Association; and the assessment to be levied by the Sub-Association shall be in addition to the assessment levied by the Association.

SECTION 4. Insurance on Limited Common Areas. The Board of Directors of the Sub-Association shall maintain public liability insurance, to the extent obtainable, covering the Sub-Association and each Member, Lessee and Occupant and the Managing Agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on, in, or in connection with, the Limited Common Properties. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance:

(a) Fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the facilities and lands within the Limited Common Properties in an amount equal to their full replacement values, and

(b) Workmen's Compensation Insurance. All insurance premiums for workmen's compensation coverage for the Sub-Association shall be paid for by the Sub-Association.

ARTICLE VI

SEWER PLANT

SECTION 1. Property Subject to Easement. The Developer, for itself and its successors and assigns, does hereby grant to the Association, and to each Owner of each Lot lying within the Existing and all Additions to Existing Property, for so long as such Owner shall be the owner of said Lot, a non-exclusive right, license, privilege and easement of use and enjoyment in and to the following tracts of land for the purposes hereinafter set forth, which said lands are described as follows:

TRACT A

Commence at the S.E. corner of Sec. 17, Twp. 20S., Rge. 25E. and run N.00°03'00" East with the East line of Sec. 17 a distance of 628.96 ft. to the Northerly right of way line of the S.C.L. Railroad and the Point of Beginning, said corner also being the S.W. corner of Lot 1, Block "K" of SUN EDEN, a subdivision in Sec. 16, Twp. 20S., Rge. 25 East,

Lake County, Fla. and recorded in Plat Book 12, page 65 of the Public Records of Lake County, Fla.; thence run N.80°12'15"W. with said r/w line a distance of 405.41 ft.; thence N.15°13'00"E. a distance of 493.00 ft. thence N.01°50'45"W. a distance of 160.00 ft.; thence N.63°34'20"E. a distance of 205.00 ft.; thence S.89°57'00"E. a distance of 90.01 ft. to the East line of Sec. 17; thence S.00°03'00"W. with the said East line a distance of 795.13 ft. to the P.O.B.

TRACT B

All that certain parcel of land designated as Tract "B" on the plat of the Existing Property.

TRACT C

All that certain parcel of land designated as Tract "C" on the plat of the Existing Property.

The foregoing Tract "A" is hereby set aside for the purpose of installation, operation and maintenance in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing sewage disposal and treatment services to Waterwood. Tract "B" is hereby set aside for the purpose of installation, operation and maintenance in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing water treatment services to Waterwood. Tract "C" is hereby set aside for the installation, operation and maintenance in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing water supplies to Waterwood.

The rights herein granted to the Association and the Owners specifically include:

- (a) The right for the grantees to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities;
- (b) The right for grantees to increase or decrease the capacities of, and to change the quantity and type of, the said facilities;
- (c) The right for grantees to clear the easement areas of trees, limbs, undergrowth or other physical objects which endanger or interfere with the safe and efficient installation, operation or maintenance of said facility;
- (d) All other rights and privileges reasonably necessary or convenient for grantees' safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes herein described.

It is the intent of the Developer to initially install such facilities as shall be deemed by Developer, in its sole discretion, to be sufficient for the purposes of servicing the sewage and water requirements of the Waterwood development, with said facilities thereafter being maintained, repaired, installed or modified as shall be deemed necessary by the Association and the Owners, at the expense of the Association.



During the term of this easement, the Association shall provide such public liability insurance as shall be reasonably required by Developer to insulate Developer from liability arising out of the use and enjoyment by the Association and Owners pursuant to this easement, and to procure for the benefit of the Association and Owners such fire and extended coverage insurance as shall be reasonably necessary to protect the interests of the Association and Owners in and to the facilities situated on the foregoing three (3) tracts of land.

SECTION 2. Termination of Easement. Provided that the Developer shall first procure and provide to the subdivision substitute sewage disposal and treatment capability, water supply, or water treatment capability, at the expense of the Developer, which said utilities shall be made available by Developer at a cost not substantially in excess of the then-present cost of utilities available to the Association and Owners, the Developer shall be entitled to terminate the easement herein granted with respect to any or all of the foregoing described three (3) tracts of land simultaneously with making available such substitute utility service. All costs of procuring and tying into such substitute utility systems shall be borne by Developer, including any tap-in fees or impact fees incident to such substitute utility service.

Upon the termination of the easement herein granted with respect to any or all of the said three (3) tracts, the Developer shall be relieved of any or all further liability or responsibility with respect to the provision of facilities for utility purposes. Upon the termination of the easement herein granted with respect to any tract, the Developer shall be entitled to receive from the Association, as agent for the Association and all Owners, a recordable release instrument. It shall not be necessary that the Owners independently execute such release to clear title to the said land.

During the term of the easement herein granted, the said utilities and easement areas shall be operated and maintained by the Association for the benefit of the Owners, and no Owner shall have any independent right of access, use or enjoyment except as may be granted to said Owner by the Association; provided, however, that each Lot and residents thereon shall be entitled to tap into and utilize the sewage treatment and disposal, water supply, and water treatment utilities for the limited purpose of serving each said Lot.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

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

(a) Each Owner of any Lot in the Subject, Existing and Additions to Existing Properties, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special

assessments, together with such interest thereon and costs of collection thereof, including court costs and reasonable attorneys' fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and attorneys' fees as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

(b) Notwithstanding the provisions of subparagraph (a) above, the Developer shall not be subject to assessments as to any acreage which it owns which is not platted, or as to unimproved developed Lots which are platted and owned by Developer.

(c) Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

1. All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority, and devoted to public use; and
2. All Common and Limited Common Properties as defined in Article I, Section 1 hereof; and
3. All properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and
4. Those properties owned by the Developer as set forth in subparagraph (b) hereof; and
5. Each Lot for so long as the sale by the builder of the new residence located thereon has not yet closed and the said dwelling is unoccupied in all respects; provided, however, that if any Lot is purchased by the Owner of an adjacent non-exempt Lot for any purpose other than the commencement of construction thereon within sixty days after closing, assessments shall commence to accrue on the said vacant Lot upon the closing of the first sale of the new residence on the adjacent Lot or upon the closing of the purchase of the vacant Lot, which ever shall last occur.

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

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

(a) Payment of operating expenses of said Association, including, without limitation, real estate taxes and insurance; and

(b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways; and

(c) Maintenance, improvement and operation of drainage easements and systems; and

(d) Management, maintenance, improvement and beautification of landscaping on Common Properties, buffer strips, recreation areas and rights-of-way, and the facilities located thereon; and

(e) Garbage collection and trash and rubbish removal, but only when and to the extent specifically authorized by said Association; and

(f) Payment of operating and maintenance expenses of the sewage treatment and disposal, water supply and water treatment utilities; and

(g) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Properties, and/or in furnishing the services and facilities provided herein to or for the Members of the Association; and

(h) Repair and maintenance of all streets and roadways situate upon the Common Properties which have not been dedicated to any governmental unit; and

(i) Doing any other thing necessary or desirable in the judgment of said Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or which, in the judgment of the said Association, may be of general benefit to the Owners or occupants of lands included in the subdivision.

SECTION 3. Annual Assessments.

(a) Annual Assessment. Commencing on the date set pursuant to Section 5 of this Article, there shall be an annual assessment of Three Hundred Dollars (\$300.00) per Lot, payable in advance, semi-annually on January 1 and July 1 of each year. This annual assessment shall be prorated in the year of initial purchase of a new residence from date of closing until the next semi-annual installment due date. Said assessment shall be paid directly to the Association, or, in the event the Association is not yet activated, to the Developer. The Developer shall account to the Association for any funds expended and shall deliver to the Association the balance of any funds upon activation of the Association.

(b) Increase of Assessments. The Board of Directors of the Association shall annually, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment in advance for each year. Any new

annual assessment exceeding one hundred twenty percent (120%) of the assessment for the previous year shall have the approval of two-thirds (2/3) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of the meeting and which notice shall set forth the purpose of the meeting. Also, the annual assessment may be increased by a two-thirds (2/3) vote of the Members as hereinafter provided.

SECTION 4. Special and Utility Assessments.

(a) Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance of the meeting and which notice shall set forth the purpose of the meeting.

(b) Assessments for Utility Services. In addition to the annual assessments and special assessments authorized by Section 3 and Subsection (a) of this Section 4, respectively, the Association shall levy in each assessment year a utility assessment the amount of which shall be determined in advance for each year based upon the current maintenance and operation costs and future utility needs of the development, which said assessments shall be allocated among the Owners in such manner and based upon such criteria and factors as shall be determined by the Board of Directors of the Association. The utility assessment shall be due and payable monthly, in advance, or less often at the discretion of the Board of Directors. The utility assessment shall be collectible in the same manner and with the same rights of lien, personal action, and recovery of attorneys' fees and costs, as in the case of delinquent annual or special assessments, as hereinafter provided.

In the event that the actual operational and maintenance costs of the sewage disposal and treatment facility, the water supply system, and the water treatment facility shall exceed the actual receipts of utility assessments, then such short fall shall be funded by a special utility assessment to be determined and allocated in the same manner as the regular utility assessment, and which special utility assessment shall be due and payable thirty (30) days from date of receipt by Owner. The Board of Directors of the Association shall be entitled to revise from time to time its estimate of operational and maintenance expense of the said utilities and may, thereafter, upon thirty (30) days advance written notice given to each Owner of the institution of such new revised utility assessment, impose a new utility assessment amount.

SECTION 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on that date (which shall be the first day of the month) fixed by the Board of Directors of the Association.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable one-half (1/2) on the first day of January of said year, and one-half (1/2) on the first day of July of that year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the Existing Property at a time other than the beginning of an assessment period.

SECTION 6. Quorum for any Action Authorized Under Sections 3 and 4. The quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows:

At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. Certificate of Payment. The Association shall upon demand at any time furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8. Effect of Non-payment of Assessment. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot with respect to the ownership of which the assessment accrued which shall bind such property in the hands of the then Owner, his heirs, successors, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall also remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date due at the highest rate allowed by law, and the Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the property, and there shall be

added to the amount of such assessment interest, costs of collection and court costs, and reasonable attorneys' fees, including costs and fees on appeal. Reasonable attorneys' fees and costs of collection shall be recoverable whether or not suit be brought.

If it becomes necessary for the Association to file a claim of lien against any Lot, a Seventy-Five Dollars (\$75.00) lien fee may be charged by the Association. Such lien fee shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any institutional first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that a sale or transfer of such property pursuant to a decree of foreclosure, or pursuant to other proceeding in lieu of foreclosure, shall not relieve such property from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any institutional first mortgage or mortgages hereafter placed upon the properties subject to assessments.

ARTICLE VIII

ARCHITECTURAL CONTROL

SECTION 1. Subdivision Architectural Control. No building, fence, wall, residence, garage, or any other structural improvement, or change or alteration to the exterior of existing structures or improvements, or in the landscaping (except landscaping located in a concealed and fenced courtyard or privacy area adjacent to a residence) shall be commenced, erected or maintained, nor shall any exterior addition to or change or alteration thereto be made, until the plans and specifications showing the nature, kind, size, design, shape, finished grade elevation, height, materials, color and locations of the same shall have been submitted, together with a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association or their appointees acting as an Architectural Review Board, sometimes herein referred to as the "ARB". The provisions of this paragraph shall not apply to the Developer.

(a) Duties and Powers of ARB. The ARB shall have the following duties and powers:

- (1) To promulgate from time to time residential planning criteria for the Existing and Additions to Existing Properties, at the discretion of the ARB. Said planning criteria shall be set forth in writing and made available to all Members and to all prospective Members of the Association. Any planning criteria promulgated by the ARB shall be subject to final approval by the Board. Said planning criteria may include any and all matters

considered appropriate by the ARB not inconsistent with the provisions of this Declaration; and

- (2) To approve all buildings, fences, walls, pools, or other structures which shall be commenced, erected or maintained upon the Existing or Additions to Existing Properties and to approve any exterior additions to, or changes or alterations therein, as herein provided, and to approve building plans and specifications and Lot grading and landscaping plans. The conclusion and opinion of the ARB shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc. is not consistent with the development plan formulated by the Developer or the planning criteria for Waterwood or lands contiguous thereto, such alteration or improvement shall not be made; and

(b) Approval or Disapproval. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. The ARB approval or disapproval, as required by this Declaration, shall be in writing and set forth on one copy of the plans, etc., to be returned to the Owner. The remaining copy shall become the property of the ARB. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with. Developer, the ARB, any agent or architect thereof, shall not be responsible in any way for any defects in any plan or specifications submitted, revised or accrued in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

The work approved must be performed substantially in accordance with the plans, specifications and plot plans, as submitted and approved.

SECTION 2. Enforcement of Planning Criteria. The Developer and the Association shall have the right to enforce the provisions hereof and the planning criteria. Should any Owner fail to comply with the requirements hereof, or of the planning criteria after thirty (30) days' written notice, the Developer, and the Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the planning criteria, and charge the cost thereof to the Owner. Should the Developer or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the Owner. The Developer and the Association, or their agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the property or person of the Owner unless caused by negligence.

SECTION 3. Exemption for Developer. Any provisions of this Declaration to the contrary notwithstanding, for so long as Developer, its successors or assigns, shall hold for sale in the ordinary course of business a Lot or residence in the Existing or Additions to Existing Properties, Developer shall be exempt from the requirements of this Article VIII with respect to approval by the ARB of plans and specifications for construction or alteration of any structure or improvement.

SECTION 4. Approval by Sub-Association. As to any Lots subject to the jurisdiction of a Sub-Association, the Owner shall also obtain the approval of the Board of Directors of the Sub-Association as to all matters requiring approval by the ARB.

ARTICLE IX

EXTERIOR MAINTENANCE

SECTION 1. Exterior Maintenance. In addition to maintenance upon the Common Properties and rights-of-way, the Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any improved Lot or the exterior of any residence situate thereon; subject, however, to the following provisions. Prior to performing any maintenance on a Lot or exterior of a residence located thereon, the Board of Directors of the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of the development. Prior to commencement of any maintenance work on a Lot or residence, the Association must furnish thirty (30) days' prior written notice to the Owner at the last address listed in the Association's record for said Owner notifying the Owner that, unless certain specified repairs or maintenance are made within said thirty (30) day period, the Association shall procure said repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to enter in or upon any such Lot, or to hire personnel to do so, to make such necessary repairs or maintenance as is specified in the written notice. In this connection, the Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces; trim and care for trees, shrubs, grass, walks and other landscaping improvements, as well as general lot cleanup, shoreline maintenance, and removal of debris which, in the opinion of the Association, detracts from the overall beauty and setting of the Existing Property and Additions to Existing Property.

Any Supplementary Declaration as to a townhome development may isolate within the jurisdiction of any Sub-Association established by the Developer the foregoing right of maintenance and repair as to Lots or residences situate in the pertinent Addition to Existing Property, in which event the foregoing right of maintenance shall be exclusive to the Sub-Association.

SECTION 2. Assessment of Cost. The cost of such Lot, shoreline, or exterior maintenance shall be assessed against the Lot upon which such maintenance is done immediately upon completion and shall be a lien upon the Lot and a personal obligation of the Owner and shall become due and collectible,



along with costs of collection and attorneys' fees, in the same manner as delinquent assessments, as provided in Article VII hereof. The Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year, may add thereto the estimated cost of the exterior maintenance for that year, but the Board shall thereafter make such adjustment with the Owner as is necessary to reflect the actual cost thereof. The costs incurred by the Association pursuant to this and the foregoing section shall accrue interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner.

SECTION 3. Access at Reasonable Hours. For the purpose solely of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any residence at reasonable hours on any day except Sundays and holidays (except that in an emergency situation, as determined by the Association, such notice need not be given and entry may be made on any day).

SECTION 4. Insurance on Common Areas. The Board of Directors shall maintain public liability insurance, to the extent obtainable, covering the Association and each Association Member, lessee and occupant and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on, in, or with respect to the Common Properties. To the extent obtainable, the Board of Directors shall also be required to obtain the following insurance: (a) fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring the facilities and lands within the Common Properties in an amount equal to the full replacement values of the improvements, and (b) workmen's compensation insurance. All insurance premiums for such coverage shall be paid for by the Association.

ARTICLE X

RESTRICTIVE COVENANTS

The Existing and Additions to Existing Properties shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner who shall hereafter acquire a Lot or any portion of the Existing and Additions to Existing Properties and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

SECTION 1. Land Use. No Lot or residence shall be used except for residential purposes. No business, trade, profession, or commercial activity or enterprise shall be conducted in the Existing or Additions to Existing Properties, except by Developer for the purpose of developing and marketing Lots in Waterwood. No building shall be erected upon any Lot, except by Developer, without prior approval thereof by the ARB as hereinabove set forth.

SECTION 2. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Lot without the approval of the ARB. This section does not restrict the right of an Owner

to install, operate and maintain a water well on the premises for use only for swimming pools, air conditioning/heating, and irrigation purposes.

SECTION 3. Landscaping. Every Lot upon which a residence shall have been constructed shall be fully landscaped within ninety (90) days of occupancy or completion of the residence, whichever shall first occur. Thereafter, said landscaping shall be continuously maintained in good condition. The Owner of each Lot abutting Lake Harris or any canal shall maintain the shoreline of said Lot free of debris and weeds.

SECTION 4. Nuisances. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents, nor shall any improper, offensive or unlawful use be made of any Lot or of the Common or Limited Common Properties, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

SECTION 5. Rules and Regulations. Regulations promulgated by the Board of Directors of the Association as to the use and enjoyment of the Common Property and of the Sub-Association as to the use and enjoyment of any Limited Common Property shall be observed by the Members. Copies of such rules and regulations shall be made available to each Member prior to the time same become effective.

SECTION 6. Animals. Dogs and cats may be kept as pets only, and shall not be held or offered for sale or any commercial use. Dogs and cats which are kept as pets shall be sheltered inside residential or garage structures; no animal shelter shall be permitted outside. All dogs and cats must be leashed when outside and shall not be permitted to run loose. No other animals, poultry or livestock shall be kept or maintained on any Lot.

SECTION 7. Clotheslines. No garments, laundry, rugs or other articles may be aired or dried on any Lot unless such items are hung on a removable, folding umbrella type clothesline unit, which unit must be removed before nightfall. This folding umbrella unit shall be placed at the rear of the residence and within the area encompassed by a rearward extension of the side lines of the residence. No other type of clothesline shall be permitted on any Lot.

SECTION 8. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any Lot except in covered sanitary containers. All such sanitary containers must be stored in each home or garage, or within any enclosure designed therefor, which must be at least five (5) feet from any Lot line, and may be put outside the night before collections only.

SECTION 9. Trailers and Commercial Vehicles. No house or travel trailer, trucks, camper, boat trailer, boats, tent, or other similar vehicle, outbuilding or structure shall be placed on the Existing or Additions to Existing Property at any time, either temporarily or permanently, except in areas designated by the Board of Directors of the Association. No industrial, commercial or farm equipment or

vehicles, including without limitation dump trucks, moving vans, step vans, buses and lowboy trailers, shall be allowed to park or remain on the Existing Property or Additions to Existing Property, except for so long as necessary for use in connection with on-going construction.

SECTION 10. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within the main dwelling house, within an accessory building, within a screened area, or buried underground.

SECTION 11. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any Lot in the subdivision. All automobiles, trucks, boats, trailers and other vehicles shall be stored and kept in the garage when not in use. On-street parking is prohibited, except in emergencies. All vehicles shall have current license plates.

SECTION 12. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight-lines and elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or, in case of a rounded property corner, from the intersection of the property lines extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

SECTION 13. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

SECTION 14. Planting and Removal of Trees, etc. The ARB shall maintain a list of landscaping trees, plants, shrubs, grasses and other landscaping components which shall be considered as approved for use in Waterwood. No other landscaped components may be utilized, without the advance written approval of ARB. In reviewing the building plans, the ARB shall take into account the natural landscaping such as trees, shrubs, palmettos, and encourage the builder to incorporate them in his landscaping plan. No trees of four inches in diameter at two feet above natural grade may be cut or removed without approval of the ARB.

SECTION 15. Play Structures and Yard Accessories. All yard accessories and play structures, including basketball backboards and any other fixed games, shall be located at the side or rear of the residential structure, or to the rear of residences on corner Lots, within the set back lines. All such accessories or structures shall be of natural materials and of natural earth tone colors.

SECTION 16. Signs. No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected or maintained on any Lot, unless prior written approval of the ARB is obtained; provided, however, one sign containing not in excess of eight square feet of surface area on each side (2 sides maximum) used solely in connection with the marketing for sale of a Lot and/or residence thereon shall be permitted without prior approval. This section shall not apply to the Developer.

SECTION 17. Window Air-Conditioning Units. No window air-conditioning units shall be permitted on the front of a residence or on a portion of a residence visible from the street.

SECTION 18. Garages. No carports shall be permitted. Each residence shall include an enclosed garage. All garages and garage doors must be maintained in usable condition and all garage doors fronting toward the street shall remain closed at all times with the exception of ingress and egress.

SECTION 19. Dwelling Size and Occupancy. Each residence shall have a minimum living area of 1,500 square feet, exclusive of basements, garages, breezeways, terraces and similar appurtenances. No residence shall be occupied until the construction thereof has been completed in accordance with the plans, specifications and plot plan approval by the ARB.

SECTION 20. Lot Size. The Developer shall have the exclusive right and power to further subdivide or alter, or to consent to the alteration or subdivision of, any existing or future Lot for so long as Developer owns for sale in the ordinary course of business any Lot in the Existing or Additions to Existing Properties. Thereafter, alteration or resubdivision of any Lot shall require approval of the Board of Directors of the Association.

SECTION 21. Maintenance of Protective Screening. Any protective screening constructed by Developer allowing exterior Lot lines as a buffer against the encroachment of noise, dust and/or visual pollution, or other adverse influences, shall be maintained by the Owners of such Lots, at such Owner's expense, including the repair and replacement thereof from time to time, for so long as such buffer shall continue necessary by virtue of the continued adverse influence on the adjacent properties, which such necessity shall be determined by the ARB.

SECTION 22. Drainage Structures. No person, without the prior written approval of Developer during control of the Association by Developer and thereafter with the approval of ARB, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by the Developer from, on and over any Lot, or any Common or Limited Common Properties, nor shall any person obstruct, alter or in any way modify any drainage swales, devices and/or facilities now or hereafter installed on any Lot by Developer; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

SECTION 23. Exterior Window Treatment. Window treatments in all residences which are visible to the exterior shall be of a uniform exterior appearance throughout.

SECTION 24. Antennas. No antenna shall be erected on or about any residence or any Lot without the prior written approval of the ARB in accordance with the provisions of Article VIII hereof.

SECTION 25. Outdoor Lighting. All outdoor lighting shall be so shaded and directed such that the light therefrom is directed to fall only on the same premises where light sources are located.

SECTION 26. Fences. No fence or similar improvement shall be constructed without the prior written approval of the ARB, in accordance with the provisions of Article VIII of this Declaration. In no event shall such fence, wall or similar structure exceed four feet (4') in height above existing finished grade, nor shall any such fence, wall or similar structure be constructed any closer to the street than the rear wall of the residence on that same Lot. The ARB shall have the right to further restrict the areas within each Lot where fences, walls or similar structures may be erected, in accordance with Article VIII.

ARTICLE XI

PARTY WALLS OR PARTY FENCES

SECTION 1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rule of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction and any replacement of townhomes upon any Additions to Existing Property.

In the event that any portion of any townhouse structure, as originally constructed by Developer, including any party wall or fence, shall protrude over an adjoining Lot, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining Lot, and the affected Owner shall neither maintain any action for the removal of a party wall or fence or projection, nor any action for damages. In the event there is a protrusion, it shall be deemed that said affected Owner has granted a perpetual easement to the adjoining Owner for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are constructed in conformance with the original structure, party wall or fence constructed by Developer. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

SECTION 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence in proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence must restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without preju-

dice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. Arbitration. In the event of any dispute arising concerning a party wall or party fence, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The decision of the arbitrators shall not, however, be binding and conclusive upon the parties and any party to the dispute shall thereafter have the right to institute any action or proceeding, at law or equity, which he deems necessary or desirable.

## ARTICLE XII

### INSURANCE AS TO TOWNHOMES

SECTION 1. Obligation to Purchase. Each Owner of a Lot in an Addition to Existing Properties being developed for townhomes having party walls and/or connected exterior roofs shall be required to obtain and maintain adequate insurance of his townhome which shall insure the property for its full replacement value, with no deductions for depreciation, against loss by fire or other hazards. Such insurance shall be sufficient to cover the full replacement value, or for necessary repair or reconstruction work. Such insurance shall be written in the manner designated by the pertinent Sub-Association. Each Owner shall be required to supply the Board of Directors of the pertinent Sub-Association with evidence of insurance coverage on his townhome which complies with the provisions of this Section.

SECTION 2. Sub-Association May Acquire Insurance. If the insurance required under this Article has not otherwise been adequately obtained by each Owner of a townhome, as determined by the Board of Directors of the Sub-Association, then the Board may obtain such insurance coverage. Such insurance shall be sufficient to cover the full replacement cost or necessary repair or reconstruction work. The purpose of such insurance will be to protect, preserve and provide for the continued maintenance and support of separately owned homes which shall include common party walls, connected exterior roofs and/or other parts of the overall structure. Insurance obtained by the Board of Directors shall be written in the name of the Sub-Association as Trustee for the benefit of each Owner.

SECTION 3. Payment of Premiums. Premiums for insurance obtained by the Board of Directors, as provided hereinabove, shall not be a part of the common assessment or expense but

shall be an individual assessment assessable against the defaulting Lot and Owner and payable and collectible in accordance with the provisions of this and any Supplemental Declaration as to delinquent assessments.

SECTION 4. Repair or Replacement of Damaged or Destroyed Property. Each townhome Owner shall be required to reconstruct or repair any townhome destroyed by fire or other casualty, whether or not such destruction shall have been an insured loss. Any insurance proceeds arising out of insurance written in the name of the Sub-Association, as trustee, shall be deposited in a bank or other financial institution, subject to withdrawal only by the signature of an agent duly authorized by the Board of Directors of the pertinent Sub-Association. If no repair or rebuilding has been contracted for, or otherwise substantially started by the Owner with the cooperation of the Board of Directors within thirty (30) days of the receipt by the Sub-Association of the insurance proceeds, the Board of Directors shall itself initiate the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the townhome, in a good and workmanlike manner in conformance with the original plans and specifications. The Board of Directors may advertise for sealed bids from any licensed contractors and may then negotiate with said contractors. The contractor or contractors selected to perform the work shall provide full performance and payment bonds for such repair or rebuilding. In the event the insurance proceeds are insufficient to fully pay the costs of repairing and/or rebuilding the damaged or destroyed portions in a good and workmanlike manner, the Board of Directors of the pertinent Sub-Association shall levy a special assessment against the Owner in whatever amount sufficient to make up the deficiency. If the insurance proceeds exceed the cost of repairing and/or rebuilding, such excess shall be paid over to the respective Owner and/or Owner's mortgagee in such portions as shall be independently determined by those parties.

ARTICLE XIII

AMENDMENT BY DEVELOPER

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions and any and all covenants and restrictions supplemental hereto for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein or therein, or between the two, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained or contained in any Supplemental Declaration or instrument, and (c) to release any Lot or residence thereon from any part of the covenants and restrictions contained herein or in any instrument or Declaration supplemental hereto which have been violated if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

ARTICLE XIV

ADDITIONAL COVENANTS AND RESTRICTIONS

No property Owner, without the prior written approval of the Developer for so long as the Developer owns any Lot in or portion of the Subject, Existing or Additions to Existing Properties for the purpose of sale in the ordinary course of business, and thereafter without the prior written approval of the Board of Directors of the Association, may impose any additional covenants or restrictions on any part of the land shown on the plat or plats of the Subject, Existing or Additions to Existing Properties.

ARTICLE XV

AMENDMENT

Except as to provisions relating to amendments as set forth herein or in any Supplemental Declaration regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provisions, covenants, or restrictions set forth herein or in any Supplemental Declaration of Covenants and Restrictions may be amended in accordance with this provision. The Owners of at least two-thirds (2/3) of the Lots affected by this Declaration or any Supplemental Declaration may change or amend any provision hereof or of any Supplemental Declaration, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment, or by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same duly recorded in the Public Records of Lake County, Florida. A proposed amendment may be initiated by the Developer, the Association, any Sub-Association, or by petition signed by fifteen (15%) percent of the then Owners of the Lots affected by the Declaration to be amended. A written copy of the proposed amendment shall be furnished to each Owner of a Lot affected by the Declaration to be amended at least ninety (90) days but not more than one hundred twenty (120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment. The Amendment shall be effective upon recordation among the Public Records of Lake County. Anything in this Article to the contrary notwithstanding, no Owner shall be entitled to vote as to an amendment to a Supplemental Declaration for a phase of Waterwood not encompassing the Lot owned by Owner. This Declaration shall be considered to encompass all Lots in Waterwood. No Supplemental Declaration may be amended in such a manner as to be inconsistent with this Declaration.

ARTICLE XVI

DURATION AND TERMINATION

SECTION 1. Duration. The covenants and restrictions of this Declaration and of each Supplemental Declaration incorporating Additions to Existing Properties shall run



with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association and any Sub-Association, or the Owner of any land subject to this or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument signed by the then Owners of two-thirds (2/3) of the Lots within the phase for which the relevant Declaration to be terminated has been recorded, agreeing to terminate said covenants and restrictions in whole or in part. Written notice of the proposed agreement shall be sent to every Owner in the affected phase at least ninety (90) days in advance of any action taken.

Notwithstanding the foregoing, the easements, licenses, rights and privileges established and created with respect to the Common and Limited Common Properties by Section 1 of Article IV and by Article V shall be perpetual, run with the land and shall survive any destruction, reconstruction and relocation of the physical structures, unless said provision is abrogated by the unanimous written consent of all the Owners benefitted.

SECTION 2. Disposition of Assets Upon Dissolution of Association or Sub-Association. Upon dissolution of the Association or a Sub-Association, the real and personal assets, including the Common or Limited Common Properties, shall be dedicated to an appropriate public agency and/or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association or Sub-Association. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to the purposes as nearly as practicable the same as those to which they were required to be devoted by the Association or Sub-Association. No such disposition of the said properties shall be effective to divest or diminish any right or title to any Member vested in him under the licenses, covenants and easements of this Declaration, or under subsequently recorded covenants, deeds or other documents applicable to the development, except as may be otherwise provided in this Declaration or said covenants, deeds or other documents, as the case may be, nor shall any other party under any such deeds, covenants or other documents be deprived of any rights thereunder on account of such disposition.

#### ARTICLE XVII

##### RECIPROCAL EASEMENT FOR ENCROACHMENTS

SECTION 1. Encroachments. Lots, residences, the Common Property and any Limited Common Property are hereby declared to have an easement over all adjoining Lots, residences, Common Property and Limited Common Property for the purpose of accommodating any encroachments due to engineering errors, errors in original construction, settlement or shifting of a building, any encroachment due to building overhang or projection, or any similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist or for any reconstruction of encroachments if reasonably necessary after fire or other casualty, and

the rights and obligations of Owners shall not be altered in any way by said encroachment; provided, however, that in no event shall a valid easement for encroachment be created in favor of any Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners.

SECTION 2. Maintenance Easement. All Lots upon which are constructed townhomes are hereby declared to have a non-exclusive easement appurtenant thereto over and across so much of the adjacent Lots upon which are also constructed townhomes as shall be necessary for the limited purpose of allowing the Owners of the dominant estate access to all portions of their Lots and residences for purposes of maintenance, repair and replacement. Said easement shall be at all times utilized with the utmost consideration of privacy and convenience of the adjoining property Owner, and only during daylight hours, except in emergencies.

#### ARTICLE XVIII

##### ENFORCEABILITY

SECTION 1. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, its successors or assigns, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

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

SECTION 3. Any notice required to be sent to any Member or Owner under the provisions of this or any Supplemental Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the record of the Association or Sub-Association at the time of such mailing.

IN WITNESS WHEREOF, the Developer, WATERWOOD, INC., has caused these presents to be executed in its name and its seal to be affixed hereto the day and year first above written.

Signed, Sealed and Delivered in the presence of:

WATERWOOD, INC.

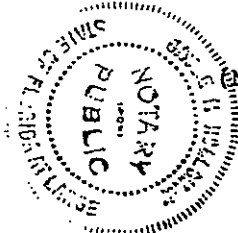
Ray M. Holloway  
Donald J. Lynn

BY: Robert J. Zahradnik  
ROBERT J. ZAHRADNIK, PRESIDENT  
(CORPORATE SEAL)

STATE OF FLORIDA )  
                          ) SS.  
COUNTY OF LAKE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared R. J. Zahradnik -, well known to me to be the President of WATERWOOD, INC., and that he acknowledged executing the same on behalf of the corporation in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed hereto is the true seal of the said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of September, 1980.



(NOTARIAL SEAL)

Ray M. Holloway  
NOTARY PUBLIC

My Commission Expires:

Notary Public State of Florida at Large  
My Commission Expires August 11, 1981  
Bonded thru General Ins. Underwritten

JOINDER BY MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

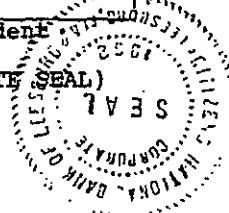
THAT, Citizens National Bank of Leesburg, the owner and holder of a certain Mortgage encumbering the property which is the subject of the foregoing Declaration, which Mortgage is dated Aug. 20, 1979, and is recorded in Official Records Book 683, Page 112, Public Records of Lake County, Florida, by the execution hereof consents to the placing of the foregoing covenants and restrictions on the said property and further covenants and agrees that the lien of its Mortgage shall be and stand subordinate to such covenants and restrictions as if said covenants and restrictions had been executed and recorded prior to the recording of its Mortgage.

Signed, sealed and delivered September 19, 1980 in the presence of:

Jean C. Cavallone  
Ray M. Holloway

By: Stephen G. Latiff  
Vice President

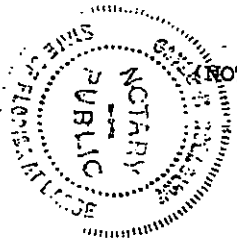
(CORPORATE SEAL)



STATE OF FLORIDA )  
                          ) SS.  
COUNTY OF LAKE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Stephen G. Latiff, well known to me to be the Vice President of Citizens National Bank of Leesburg, and that he acknowledged executing the same on behalf of the corporation in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of September, 1980.



(NOTARIAL SEAL)

Ray M. Holloway  
NOTARY PUBLIC

My Commission Expires:

*Notary Public State of Florida at Large  
My Commission Expires August 11, 1981  
Bonded Thru General Ins. Underwriters*



SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

Pursuant to Article II, Section 2 of the Declaration of Covenants and Restrictions recorded in Official Records Book 709, page 337, as said restrictions have been amended by instruments recorded in Official Records Book 716, page 557 and Official Records Book 743, page 1829, Public Records of Lake County, Florida, Waterwood, Inc., the owner of all lots located with Waterwood Subdivision, First Addition, according to the plat thereof recorded in Plat Book 27, page 68, Public Records of Lake County, Florida, hereby declares that all lots in Waterwood Subdivision, First Addition, are subject to those Declarations in the same manner as they would have been if described in the Declarations as originally recorded.

IN WITNESS WHEREOF, these presents have been signed and sealed this 19<sup>th</sup> day of December, 1985.

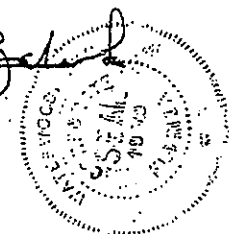
DEC 31 3 56 PM '85  
RECORDED AND INDEXED  
OFFICE OF THE CLERK  
LAKE COUNTY, FLORIDA

Signed in the presence of:

Celestine C. Henderson  
Fred A. Mondan

Waterwood, Inc.

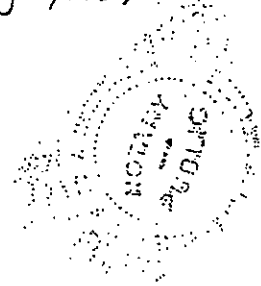
By: Robert J. Zahradnik  
Robert J. Zahradnik



State of Florida  
County of Lake

The foregoing instrument was acknowledged before me by Robert J. Zahradnik, the Vice President of Waterwood, Inc., this 19<sup>th</sup> day of December, 1985.

Fred A. Mondan  
Notary Public  
My commission expires: May 3, 1987



THIS INSTRUMENT WAS PREPARED BY:  
FRED A. MONDAN, Attorney at Law  
P.O. DRAWER 1357, LEEBSBURG, FLORIDA 32748

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

Pursuant to Article II, Section 2 of the Declaration of Covenants and Restrictions recorded in Official Records Book 709, Page 337, as such restrictions have been amended by instruments recorded in Official Records 716, Page 557 and Official Records Book 743, Page 1829, all in the Public Records of Lake County, Florida, Waterwood, Inc. as the owner of all lots located within the following described subdivision:

Waterwood Patio Homes, according to the plat thereof recorded in Plat Book 27, Pages 88 and 89, Public Records of Lake County, Florida.

Does hereby declare that all lots in such subdivision are hereby subject to the Declaration of Covenants and Restrictions, and all amendments thereto, as recited above, as fully as if this property had been described in the Declaration of Covenants and Restrictions, and the amendments thereto, as originally recorded.

IN WITNESS WHEREOF, Waterwood, Inc. has caused this document to be signed and sealed on its behalf this 3<sup>RD</sup> day of FEBRUARY, 1986.

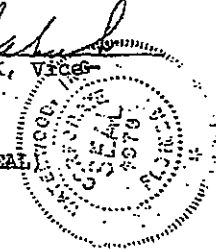
WITNESSES:

WATERWOOD, INC.,

Abby C. Maston  
Coral Ann Lohman

By: Robert J. Zahradnik  
ROBERT J. ZAHRADNIK, Vice  
President

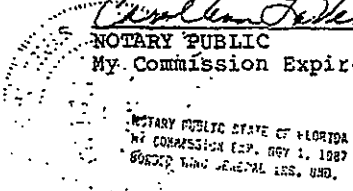
(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 3rd day of February, 1986 by ROBERT J. ZAHRADNIK, the Vice-President of Waterwood, Inc., a Florida corporation, on behalf of the corporation.

Coral Ann Lohman  
NOTARY PUBLIC  
My Commission Expires:



FEB 10 12 30 PM '86  
Coral Ann Lohman  
Notary Public  
State of Florida

86 4851

QUIT-CLAIM DEED FROM CORPORATION

RAMCO FORM 42

R.S. 866 PAGE 1172

REC 3.00  
DOC 50

This Quit-Claim Deed, Executed this 10<sup>th</sup> day of FEBRUARY, A. D. 19 86, by

WATERWOOD, INC.,

a corporation existing under the laws of the State of Florida, and having its principal place of business at Post Office Box 337, Yalaha, Florida 32797,

first party, to

WATERWOOD COMMUNITY ASSOCIATION, INC., a Florida corporation not for

profit, whose postoffice address is

Post Office Box 337, Yalaha, Florida 32797,

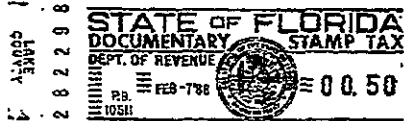
second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lake, State of Florida, to wit:

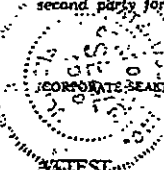
The lands conveyed by this Deed are described on Exhibit "A" attached hereto and incorporated herein by this reference.

This conveyance is made subject to the covenants and restrictions set forth on aforementioned Exhibit "A".



RECORDED  
FEB 10 12 31 PM '86

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.



In Witness Whereof the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

WATERWOOD, INC.

Signed, sealed and delivered in the presence of:

Wanda S. Turner  
Sue Cippa

By Robert J. Zahradnik, Vice President

STATE OF Florida  
COUNTY OF Lake

SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert J. Zahradnik and

well known to me to be the Vice President and Secretary respectively of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of February, A. D. 19 86.

(Notarial Seal)

Wanda S. Turner  
Notary Public  
My Commission Expires:

This instrument prepared by: Peter J. Fides, II  
Address: Maguire, Voorhis & Wells, P.A.  
P.O. Box 633  
Orlando, Florida 32802

Notary Public, State of Florida  
My Commission Expires April 24, 1988  
Revised 1979 Terry Fine Associates, Inc.



## EXHIBIT A

TO QUIT-CLAIM DEED FROM WATERWOOD, INC.  
TO WATERWOOD COMMUNITY ASSOCIATION, INC.

The lands hereby conveyed are described as follows:

1. Those road rights-of-way as shown on the Plat of Waterwood, as recorded in Plat Book 25, Pages 29, 30 and 31, Public Records of Lake County, Florida.

2. That property shown as Green Belt on the Plat of Waterwood, as recorded in Plat Book 25, Pages 29, 30 and 31, Public Records of Lake County, Florida.

3. That part of Tract "B", according to the Plat of Waterwood, as recorded in Plat Book 25, Pages 29, 30 and 31, Public Records of Lake County, Florida, described as follows:

Beginning at the most Northwesterly corner of said Tract "B", run S.80°12'15"E. along the Northeasterly line of said Tract "B", 163.86 feet; thence S.0°02'28"E., 16.10 feet; thence N.88°59'27"W., 161.58 feet; thence N.0°06'15"E. along the most Westerly line of said Tract "B", 41.13 feet to the Point of Beginning.

4. The road right-of-way for Waterwood Drive as shown on the Plat of Waterwood Townhouses as recorded in Plat Book 25, Pages 44 and 45 of the Public Records of Lake County, Florida.

5. That property lying West of Waterwood First Addition, as recorded in Plat Book 27, Page 68, Public Records of Lake County, Florida, described as follows:

Beginning at the Southwesterly corner of Lot 5 of said Waterwood, First Addition, run N.13°47'31"E. along the Westerly line of said Lot 5 a distance of 227 feet, more or less, to the waters of Lake Harris and a point designated as Point "A". Begin again at the Point of Beginning, said P.O.B. being on the curved Northerly right-of-way of Waterwood Drive, said curve being concave Southeasterly and having a radius of 239.08 feet and said Point of Beginning being N.6°22'24"E. from the center point of said curve. From said P.O.B., run Westerly along the arc of said curve through a central angle of 18°22'23" an arc distance of 76.67 feet to the beginning of a curve concave Southeasterly and having a radius of 223.0 feet; thence Southwesterly along the arc of said curve through a central angle of 10°17'26" an arc distance of 40.05 feet to the beginning of a curve concave Northerly and having a radius of 25.0 feet; thence Westerly and Northwesterly along the arc of said curve through a central angle of 70°17'26" an arc distance of 30.67 feet to the beginning of a right-of-way curve along the Easterly right-of-way of Acacia Point, according to the Plat of Waterwood, as recorded in Plat Book 25, Pages 29, 30 and 31, Public Records of Lake County, Florida, said right-of-way curve being concave Northeasterly and having a radius of 140.0 feet; thence

Northwesterly along the arc of said curve through a central angle of 27°30'00" an arc distance of 67.20 feet to the beginning of a curve concave Easterly and having a radius of 79.62 feet; thence Northerly along the arc of said curve through a central angle of 28°30'00" an arc distance of 39.60 feet; thence continue along said right-of-way N.14°00'00"E., 103.10 feet to the beginning of a curve concave Westerly and having a radius of 55.0 feet; thence Northerly along the arc of said curve through a central angle of 9°00'00" an arc distance of 8.64 feet; thence N.5°00'00"E. along the Easterly line of Lot 1 of aforesaid Waterwood a distance of 150.0 feet, more or less, to the waters of Lake Harris; thence Southeasterly along and with the waters of Lake Harris to the aforementioned Point "A".

TOGETHER with all improvements presently located thereon

SUBJECT TO all easements, encumbrances, reservations, r way and restrictions of record.

The said lands and any and all improvements located (hereinafter collectively referred to "the Lands") are subject to the following reservations, coven restrictions:

1. Master Declaration. This conveyance is made Developer, Waterwood, Inc., subject and pursuant to the that certain Waterwood Declaration of Covenants and Res dated September 5, 1980 and recorded in Official Records Page 337, of the Public Records of Lake County, Fl amended and supplemented from time to time. The Lands declared to constitute Common Property, as defined in s l.e. of Article I of the aforementioned Declaration.

2. Covenant for Maintenance. As recited in Sec Article IV of the aforementioned Declaration, this con made subject to the following covenant:

In order to preserve and enhance the property values and amenities of the Waterwood Development, the foregoing Common Properties and all facilities now or hereafter built or installed thereon, shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Common Property shall include, but not be limited to, the repair of damage to roadways, walkways, docks, buildings, outdoor lighting and fences, and shall include landscape maintenance.

3. Disclaimer of Warranty. TO THE EXTENT PERMITTED GRANTOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED TO THE LAND, IMPROVEMENTS AND PERSONALTY CONVEYED HEREB ARISING FROM CUSTOM, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY. GRANTEE TAKES ALL SUCH ITEMS IN THEIR "WHERE IS" CONDITION.

REC 9:00  
DOC 50

QUIT-CLAIM DEED  
FROM CORPORATION

This Quit-Claim Deed, Executed this 10<sup>th</sup> day of FEBRUARY, A. D. 19 86, by

WATERWOOD, INC.,  
a corporation existing under the laws of the State of Florida, and having its principal place of  
business at Post Office Box 337, Yalaha, Florida 32797  
first party, to

WATERWOOD TOWNHOMES ASSOCIATION, INC., a Florida corporation not for  
profit  
whose postoffice address is  
Post Office Box 337, Yalaha, Florida 32797,  
second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal  
representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context  
so admits or requires.)

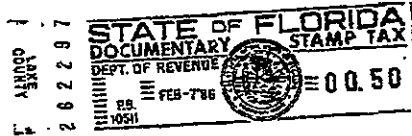
**Witnesseth**, That the said first party, for and in consideration of the sum of \$10.00  
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-  
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which  
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being  
in the County of Lake State of Florida to wit:

The lands conveyed by this Deed are described on  
Exhibit "A" attached hereto and incorporated  
herein by this reference.

This conveyance is made subject to the covenants  
and restrictions set forth on aforementioned  
Exhibit "A".

RECORDED AT  
COUNTY OF LAKE  
FLORIDA  
FEB 10 1986

FEB 10 12 31 PM '86



**To Have and to Hold** the same together with all and singular the appurtenances therunto  
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-  
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said  
second party forever.

**In Witness Whereof** the said first party has caused these pres-  
ents to be executed in its name, and its corporate seal to be hereto affixed,  
by its proper officers therunto duly authorized, the day and year first above  
written.

(CORPORATE SEAL)

ATTEST: \_\_\_\_\_  
Secretary

WATERWOOD, INC.

Signed, sealed and delivered in the presence of:

Wanda R. Surran  
Sue Cioppa

By: Robert J. Zahradnik  
Robert J. Zahradnik, Vice President

STATE OF Florida  
COUNTY OF Lake

} ss:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments,  
personally appeared Robert J. Zahradnik and \_\_\_\_\_

well known to me to be the Vice President and Secretary respectively of the corporation named as first party  
in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily  
under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of February, A. D. 1986.

(Notarial Seal)

Wanda R. Surran  
Notary Public  
My Commission Expires:

This instrument prepared by: Peter J. Fides, II  
Address: Maquire, Voorhis & Wells, P.A.  
P.O. Box 633  
Orlando, Florida 32802

Notary Public, State of Florida  
My Commission Expires April 24, 1988  
BANKS THE TRUST COMPANY, INC.

EXHIBIT A

TO QUIT-CLAIM DEED FROM WATERWOOD, INC.  
TO WATERWOOD TOWNHOMES ASSOCIATION, INC.

That part of the lands which are designated as "Tract A (Limited Common Property) Green Belt" and depicted on the plat of Waterwood Townhouses as recorded in Plat Book 25, Pages 44 and 45, of the Public Records of Lake County, Florida, SPECIFICALLY EXCLUDING HEREFROM Waterwood Drive and Lots 1 through 52, inclusive, as depicted on said plat. TOGETHER WITH all improvements presently located thereon.

SUBJECT TO all easements, encumbrances, reservations, rights-of-way and restrictions of record.

The said lands and any and all improvements located thereon (hereinafter referred to as "the Lands") are conveyed to the Sub-Association subject to the following reservations, covenants and restrictions:

1. Master and Supplemental Declarations. This conveyance is made by the Developer, Waterwood, Inc., subject and pursuant to the terms of that certain Waterwood Declaration of Covenants and Restrictions dated September 5, 1980 and recorded in Official Records Book 709, Page 337, and that certain Waterwood Townhomes Supplemental Declaration of Covenants and Restrictions dated November 20, 1981 and recorded in Official Records Book 743, Page 1829, all of the Public Records of Lake County, Florida, as amended and supplemented from time to time. The Lands are hereby declared to constitute Limited Common Property, as defined in Subsection 1.f. of Article I of the aforementioned Declaration of September 5, 1980.

2. Covenant for Maintenance. As recited in Section 2 of Article IV and in Section 1 of Article V of the aforementioned Declaration of September 5, 1980, this conveyance is made subject to the following covenant:

In order to preserve and enhance the property values and amenities of the Waterwood Development, the foregoing Limited Common Property and all facilities now or hereafter built or installed thereon, shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards. The maintenance and repair of the Limited Common Property shall include, but not be limited to, the repair of damage to roadways, walkways, buildings, outdoor lighting, and fences, and shall include landscape maintenance.

3. Disclaimer of Warranty. TO THE EXTENT PERMITTED BY LAW, GRANTOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE LAND, IMPROVEMENTS AND PERSONALTY CONVEYED HEREBY, WHETHER ARISING FROM CUSTOM, USAGE OF TRADE, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITH LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF HABITABILITY. GRANTEE TAKES ALL SUCH ITEMS IN THEIR "AS IS, WHERE IS" CONDITION.

REC 5.00  
TF 1.00

SUPPLEMENTAL DECLARATION OF  
COVENANTS AND RESTRICTIONS

31 1994

BOOK 1091 PAGE 0900

Pursuant to Article II, Section 2 of the Declarations of Covenants and Restrictions recorded in Official Records Book 709, Page 337, as amended at Official Records Book 716, Page 557, and Official Records Book 743, Page 1829, Public Records of Lake County, Florida, Waterwood, Inc. as the owner of all of the property located within the boundaries of the following described plat of subdivision:

Waterwood Patio Homes, Phase II, according to the plat thereof recorded in Plat Book 31, Page 73, Public Records of Lake County, Florida.

does hereby declare such subdivision and all lands encompassed therein to be subject to the Declaration of Covenants and Restrictions, and the amendments thereto, all as recited more particularly above, and also to that certain Supplemental Declaration of Covenants and Restrictions recorded in Official Records Book 885, Page 717, Public Records of Lake County, Florida, as fully as if the above described subdivision had been described and included within those restrictive covenants as recorded originally.

IN WITNESS WHEREOF, Waterwood, Inc. has caused this instrument to be executed and recorded on this 8<sup>th</sup> day of January, 1991.

WITNESSES:

WATERWOOD, INC.

Michele H. Gerard BY: Robert J. Zahradnik  
ROBERT J. ZAHRADNIK, PRES.

Peggy A. Cilio

(CORPORATE SEAL)

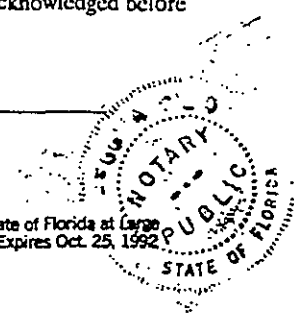


STATE OF FLORIDA  
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Robert J. Zahradnik, President of Waterwood, Inc., who on this 8<sup>th</sup> day of January, 1991, acknowledged before me that he executed the foregoing instrument on behalf of the corporation.

Peggy A. Cilio  
NOTARY PUBLIC

My commission expires:



PREPARED BY AND RETURN TO:  
Fred A. Morrison  
P.O. Box 491357  
Leesburg, Florida 34749-1357

Notary Public, State of Florida at Large  
My Commission Expires Oct. 25, 1992

JAN 14 10 05 AM '91

80 35640

Rec. 73.00

FIRST AMENDMENT TO WATERWOOD  
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS FIRST AMENDMENT, Made and entered into this 19 day of December 1980, by WATERWOOD, INC., a Florida corporation, hereinafter referred to as "Developer".

W I T N E S S E T H :

WHEREAS, on the 5th day of september, 1980, Developer imposed covenants and restrictions upon the following-described real property situate, lying and being in Lake County, Florida, to-wit:

All that certain real property described on the Plat of WATERWOOD, according to the Plat thereof as recorded in Plat Book 25, Pages 29, 30 and 31, of the Public Records of Lake County, Florida

by virtue of that certain WATERWOOD Declaration of Covenants and Restrictions dated September 5, 1980, filed for recording September 19, 1980, and recorded in Official Records Book 709, Pages 337 through 376, inclusive, of the Public Records of Lake County, Florida, and being sometimes hereinafter referred to as the "Declaration"; and

WHEREAS, Developer is desirous of amending the said Declaration in the manner hereinafter set forth; and

WHEREAS, notice of the proposed amendment hereinbelow set forth has been provided to each Owner of a Lot in Waterwood affected by the Declaration, all in accordance with the requirements of Article XV of the Declaration; and

WHEREAS, Article XV of the said Declaration provides for amendment by the Owners of at least two-thirds (2/3) of the Lots affected by the said Declaration; and

WHEREAS, Developer is the Owner of more than two-thirds (2/3) of the affected Lots;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS That the Declaration is hereby amended to attach thereto as Exhibits "A" and "B", respectively, the Articles of Incorporation of Waterwood Community Association, Inc. and the By-Laws of Waterwood Community Association, Inc. It is the intent of this Amendment to the Declaration that wherever said Declaration shall refer to the Articles of Incorporation of Waterwood Community Association, Inc., that reference shall be to the said Articles of Incorporation of Waterwood Community Association, Inc., as set forth in Exhibit "A" attached hereto, and that wherever said Declaration shall refer to the By-Laws of Waterwood Community Association, Inc., such reference shall mean and refer to the By-Laws of Waterwood Community Association, Inc., as set forth in Exhibit "B" attached hereto.

In all other respects, the Declaration shall remain unaffected and in full force and effect.

THIS INSTRUMENT PREPARED BY:

Peter J. Fides, II, Esquire  
Maguire, Voorhis & Wells, P.A.  
180 Park Avenue North, Suite 2-A  
Winter Park, Florida 32789

REC'D AND RECORDED  
CLERK CIRCUIT COURT  
LAKE COUNTY, FLA.  
DEC 29 4 32 PM '80

IT WITNESS WHEREOF, the Developer has hereunto set his hand and seal as of the day and year first above written.

Signed, Sealed and Delivered in the presence of:

WATERWOOD, INC.

James C. Crumley  
Ray M. Holloway

By: Frank G. Proie  
Frank G. Proie  
President

STATE OF FLORIDA )  
                          )  
COUNTY OF LAKE )

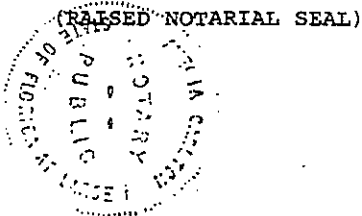
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared FRANK G. PROIE, well known to me to be the President of the Developer named in the foregoing Amendment, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily for the purposes therein expressed and with the authority, and on behalf of the said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 18<sup>th</sup> day of December, 1980.

Amelia Carlton  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 16 1984  
BONDED THRU GENERAL INS. UNDERWRITERS



AMENDMENTS AS REQUIRED BY ST. JOHNS RIVER WATER MANAGEMENT DISTRICT REGARDING THE SURFACE STORMWATER MANAGEMENT SYSTEM IN WATERWOOD DEVELOPMENT.

REC 13.00  
TF 2.00

DECLARATION OF COVENANTS AND RESTRICTIONS  
AMENDMENT TO ARTICLE I, DEFINITIONS

SECTION 1.

m. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

AMENDMENT TO ARTICLE III, STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN, THE ASSOCIATION

SECTION 4. Duties of the Association.

(k) Surface Water or Stormwater Management System  
The association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the 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. The Association shall be responsible for such maintenance and operation. 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.

Jul 31 1 42 PM '98

AMENDMENT TO ARTICLE XV, AMENDMENT

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

AMENDMENT TO ARTICLE XVIII, ENFORCEABILITY

SECTION 4. 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.



DECLARATION OF COVENANTS AND RESTRICTIONS cont'd.

AMENDMENT TO ARTICLE VII, COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION. 10. The assessments shall 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.

AMENDMENT TO ARTICLE XVI, DURATION AND TERMINATION

SECTION 3. Dissolution Language. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

AMENDMENT TO ARTICLE XVI, DURATION AND TERMINATION

SECTION 4. Existence and Duration. Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

ARTICLES OF INCORPORATION

AMENDMENT TO ARTICLE III, POWERS

3.2.

e. The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 4-069-0016AEM3 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

AMENDMENT TO ARTICLE III, POWERS

3.2

f. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

IN WITNESS WHEREOF the subscribers have hereunto affixed their signatures on the 27<sup>th</sup> day of July, 1990.

[Signature]  
ROBERT J ZAHRADNIK

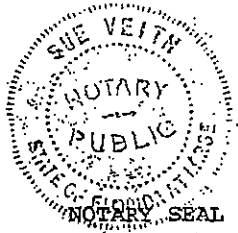
[Signature]  
CARRIE ZAHRADNIK

[Signature]  
FRANK G. PROIE

STATE OF FLORIDA )  
COUNTY OF LAKE ) SS:

BEFORE ME, the undersigned authority, on this day personally appeared ROBERT J ZAHRADNIK, CARRIE ZAHRADNIK and FRANK G. PROIE, who being duly sworn, acknowledged the execution of the foregoing amendments of the Declaration of Covenants and Restrictions and Articles of Incorporation of the Waterwood Community Association, for the purposes expressed in such Article.

WITNESS my hand and official seal in the County and State named above, this 27<sup>th</sup> day of July, 1990.



[Signature]  
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 22, 1993  
BONDED THRU GENERAL INS. UND.

94 70466

REC 21.00  
IF 3.00

AMENDMENT TO WATERWOOD  
DECLARATION OF COVENANTS AND RESTRICTIONS

This amendment of Declaration of Covenants and Restrictions is made the 12th day of May, 1994.

W I T N E S S E T H :

WHEREAS, on the 5th day of September, 1980, covenants and restrictions were imposed upon the following-described real property situate, lying and being in Lake County, Florida, to wit:

All that certain real property described on the Plat WATERWOOD, according to the Plat thereof as recorded in Plat Book 25, Pages 29, 30, and 31, of the Public Records of Lake County, Florida

by virtue of that certain WATERWOOD Declaration of Covenants and Restrictions dated September 5, 1980, filed for recording September 19, 1980, and recorded in Official Records Book 709, Pages 337 through 376, inclusive, of the Public Records of Lake County, Florida, and being sometimes hereinafter referred to as the "Declaration"; and

WHEREAS, Article XV of such Declaration provides that the Declaration can be amended by a vote of two-thirds (2/3) of the Owners of Lots affected by the Declaration; and

WHEREAS, on February 8, 1994, the Board of Directors of Waterwood Community Association, Inc. caused a notice to be mailed to all of the Owners of lots notifying them of a special meeting to be held on May 12, 1994 for the purpose of voting on amendments to the Declaration and the Articles of Incorporation and the Bylaws of Waterwood Community Association, Inc., such notice being in compliance with the requirements of Article XV of the Declaration and the Articles of Incorporation and the Bylaws; and

WHEREAS, the following amendments to the Declaration, the Articles of Incorporation, and the Bylaws were adopted by a vote of greater than two-thirds (2/3) of the Owners at such meeting.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Declaration is hereby amended as follows:

- 1. Article I, section 1 (i) is amended to read as follows:

ARTICLE I  
DEFINITIONS

Section 1.

i. "Member" shall mean and refer to each Owner, or his or her spouse, who is a member of the Association as provided in Article III, Section 2, hereof, and also to each Owner which may also be a member of a Sub-Association created pursuant to the terms of any Supplemental Declaration.

REC'D  
CLERK CIRCUIT COURT  
JAMES R. [Signature]  
DEC 6 9 03 AM '94

2. Article III, Section 2 is amended to read as follows:

ARTICLE III

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

Section 2. Membership. Every person or entity including spouses of such person or beneficiary of such entity who is a record Owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by this Association shall be a Member of the Association for so long as said Member shall own any said Lot, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

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

3. Article VII, Section 3 (a) is amended to read as follows:

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3. Annual Assessments.

(a) Annual Assessment. Commencing on the date set pursuant to Section 5 of this Article, there shall be an annual assessment of Three Hundred Dollars (\$300.00)\* per Lot, payable in advance, quarterly on January 1, April 1, July 1 and October 1 of each year. This annual assessment shall be prorated in the year of initial purchase of a new residence from date of closing until the next quarterly installment due date. Said assessment shall be paid directly to the Association, or, in the event the Association is not yet activated, to the Developer. The Developer shall account to the Association for any funds expended and shall deliver to the Association the balance of any funds upon activation of the Association.

\*The \$300.00 fee was initially set in the original Declaration and has been subsequently increased by the Board of Directors as provided by said Declaration.

AND FURTHER, that the Articles of Incorporation\* and bylaws of WATERWOOD COMMUNITY ASSOCIATION, INC. are hereby amended as follows:

ARTICLES OF INCORPORATION

Article IV, Membership, Section 4.1 is amended to read as follows:

4.1. Every person or entity including spouses of such person or beneficiary of such entity who is a record Owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association for so long as said Member shall own any said Lot, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

Article XI, Indemnification, is amended to read as follows:

Every Director, officer, Committee Chairman and Committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director, officer, Committee Chairman or Committee member at the time such expenses are incurred, except in such cases wherein he is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director, officer, Committee Chairman or Committee member may be entitled.

\* Separate Articles of Amendment to the Articles of Incorporation were adopted and forwarded to the Secretary of State for recording the Amendment to the Articles of Incorporation.

BYLAWS

Article III, Section 1, Membership, is amended to read as follows:

Section 1. Every person or entity including spouses of such person or beneficiary of such entity who is a record Owner of a fee or undivided fee interest in any lot which is subject to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

Article VIII, Section 5, Election of Directors, is amended to read as follows:

Section 5. All elections to the Board of Directors shall be made on written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain a space for write-in vote by the Members for each vacancy. Such ballots shall be prepared and sent by mail or delivered by hand to the Members at least fourteen (14) days in advance

of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for the elections).

Article XI, Section 8, Officers, is amended to read as follows:

Section 8. The Treasurer shall keep proper books of account and cause an annual audit of the Association books to be made at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

Article XIII, Section 1, Meetings of Members, is amended to read as follows:

The regular annual meeting of membership shall be held in March of each year on a date to be determined by the Board of Directors.

4. In all other respects the Declaration, the Articles of Incorporation, and the Bylaws shall remain unaffected and in full force and effect, as previously amended.

The undersigned, President and Secretary of WATERWOOD COMMUNITY ASSOCIATION, INC. hereby certify that the above amendments were adopted by a vote of greater than two-thirds (2/3) of all the Owners of lots in Waterwood at a meeting held on May 12, 1994.

Harold M. Perkins  
WATERWOOD COMMUNITY ASSOCIATION,  
INC. by its President

Law H. Bitner  
Secretary

Witnesses:

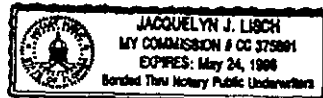
Cheri Conglio  
Marilyn Dawson

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 17th  
day of October, 1994 by Harold M. Jenkins and  
Lois Bitner, President and Secretary of Waterwood  
Community Association Inc. a Florida corporation, on behalf of the  
corporation. They are

[ ] is personally known to me; or  
[ ] have produced Florida Driver's License as identification.

J-525-353-24-094-0 B356-528-24-811



*Jacquelyn J. Lisch*  
Notary Public's Signature  
JACQUELYN J. LISCH  
Notary's Name Printed

Prepared by and Return to:

SANFORD A. MINKOFF  
Fla. Bar No. 220175  
MINKOFF and McDANIEL, P.A.  
226 W. Alfred Street  
Tavares, FL 32778  
(904) 343-2600

August 1, 1994  
F:\APPL\WPS1\SAM\BOME\WATER.AMD

**ORDINANCE #1999 -9**  
**REVOCATION OF CUP#233-2**  
**Waterwood Community Association**  
**(John W. Coffey)**

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

This Conditional Use Permit is hereby **REVOKED** by the Board of County Commissioners of Lake County, Florida, this 23rd day of February, 1999, as set out herein pursuant to authority contained in Chapter XIV of the Lake County Land Development Regulations, Ordinance #1992-6, as amended.

**Background:** The Department of Growth Management / Code Enforcement Division through its Board of County Commissioners of Lake County is requesting Revocation of CUP#233-2 to expand a fishing resort operation in and on property located in Yalaha area -W of Yalaha 2 miles on North side of SR 48, on the shores of Lake Harris (39 acres)

1. The land uses approved under CUP#233-2 is hereby revoked on property located in the AND IS LEGALLY DESCRIBED AS:

**LEGAL DESCRIPTION:** Section 17 Township 20S Range 25E, E 820 ft of N 3/4 of Govt Lot 7, SE 1/4 of S 1/2 of Govt Lot 7, N of Hwy 212, Govt Lot 1 N of E 820 ft of Govt Lot 7.

**SECTION 2. EFFECTIVE DATE** This Ordinance shall become effective as provided by law.

ENACTED this 23<sup>rd</sup> day of February, 19 99.

FILED with the Secretary of State March 4, 19 99.

EFFECTIVE March 4, 19 99.

BOARD OF COUNTY COMMISSIONERS  
LAKE COUNTY, FLORIDA

  
WELTON G. CADWELL, CHAIRMAN

DEPARTMENT OF STATE  
TALLAHASSEE, FLORIDA

99 MAR -4 AM 9:40

FILED

ATTEST:

  
JAMES C. WATKINS, Clerk of the  
Board of County Commissioners  
Lake County, Florida

APPROVED AS TO FORM AND LEGALITY

  
SANFORD A. MINKOFF, County Attorney

Doc# 99019949  
Book: 1695  
Page: 956  
Filed & Recorded  
03/10/99 10:07:55 AM  
JAMES C. WATKINS  
CLERK OF CIRCUIT COURT  
LAKE COUNTY  
RECORDING \$ 5.00  
TRUST FUND \$ 1.00

R Planning & Dev



7.00

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LI 643 452224

AGREEMENT

THIS AGREEMENT made and entered into this 11<sup>th</sup> day of August, 1977, between FRANK G. PROIE and IRIS C. PROIE, his wife, hereafter collectively referred to as Proie and SPRINGS PARK AREA, INC. hereafter referred to as Association, do agree as follows:

1. Background: Proie has heretofore applied to the Board of County Commissioners and requested that the following described property, to wit:

That part of Government Lot 1, in Section 17, Township 20 S., Range 25 E., Lake County, Florida, lying East of a line drawn 500 feet East of and parallel with the West line of Government Lot 7 in the said Section 17 extended North to Lake Harris; and Lots 1, 2, 3 and 4, Block L, all in Sun Eden Subdivision, according to the plat thereof recorded in Plat Book 12, page 65, Public Records of Lake County, Florida; and Government Lot 7, Section 17, Township 20 S, Range 25 E., LESS the SW 1/4 of the S 1/2 of said Government Lot, and also LESS that part of the said Government Lot lying to the South of State Highway 48, heretofore and formerly known as No. 212, and also LESS the West 500 feet thereof, and also LESS the right of way of the Atlantic Coast Line Railroad.

be rezoned to an R-1-15 zoning classification under the Lake County Zoning regulations and requested that a C.U.P. for a Planned Unit Development be granted to Proie for said property. That request for the Conditional Use Permit is zoning case number 583-2, Lake County Planning and Zoning Department. That Conditional Use Permit contemplates a development wherein single family residences would be developed along with certain cluster housing. The proposed Conditional Use Permit and the one requested by Proie contemplates a maximum of 69 cluster housing dwelling units and that the remainder would be single family detached dwellings. Association is a corporation which was formed and organized by and for the benefit of the owners of the lots in the development known as The Springs Bath and Yacht Club which lies immediately to the East of the property upon which the Conditional Use Permit is requested. Association has requested and Proie has agreed to covenant that they will not request any subsequent amendment to the Conditional Use Permit referred to above which would allow any more than a maximum of 69 cluster housing dwelling units. Association has no objection to there being fewer than 69 cluster housing dwelling units and thereby increasing the detached single dwelling units. In consideration for the covenant, Association has agreed that they will not oppose the rezoning nor the Conditional Use Permit and will in fact support the same with these

RECORDED  
JAN 27 2 56 PM '78  
CLERK  
JAN 27 1978

*Proie, Jr* →

This Instrument Was Prepared By:  
STEVEN J. RICHEY, Attorney At Law  
P. O. Box 208, Leesburg, Florida 32743

assurances. The purpose of this agreement is to reduce this covenant and agreement to writing.

2. Covenant by Proie: In consideration of the aforementioned agreement and cooperation by Association Proie does by their signatures hereto covenant and agree with Association that they will not petition the Lake County Planning Commission nor the Board of County Commissioners of Lake County, Florida, to amend the Conditional Use Permit number 583-2 in any manner which will allow more than a maximum total of 69 cluster attached dwelling units in addition to the detached dwelling units allowed. This covenant shall be one which runs with the land and shall be enforceable by a court of competent jurisdiction upon request of Association. In addition to any and all other remedies, Association shall have the remedy of injunctive relief.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first above written.

Signed in the presence of:

Robert J. Galambos (SEAL)  
Frank G. Proie  
Iris C. Proie (SEAL)

SPRINGS PARK AREA, INC.

By John R. Chow  
Its President



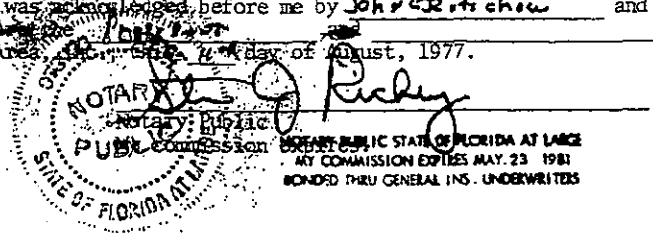
STATE OF FLORIDA )  
COUNTY OF LAKE )

The foregoing instrument was acknowledged before me by Frank G. Proie and Iris C. Proie, his wife, this 21<sup>st</sup> day of ~~August~~ September, 1977.

[Signature]  
Notary Public  
My commission expires: 1-25-78

STATE OF FLORIDA )  
COUNTY OF LAKE )

The foregoing instrument was acknowledged before me by John R. Chow and [Signature], who are Officers of Springs Park Area, Inc., this 21<sup>st</sup> day of August, 1977.



GRANT OF EASEMENT

THIS INDENTURE made and entered into this 21<sup>st</sup> day of October, 1983, by and between WATERWOOD, INC., a Florida corporation, Grantor and EDWARD F. HAMMOND, JR. and LOIS H. HAMMOND, his wife, Grantee, whose address is 14510 Lake Candlewood Court, Miami Lakes, FL 33014.

WITNESSETH:

The Grantor is seized in fee simple and in possession of certain lands lying and being in Lake County, Florida, and that particular portion of it is described below; and

Grantee is seized in fee simple of a parcel of land contiguous to the land of Grantor, and

Pursuant to this agreement and in consideration of the sum of \$10.00 receipt of which is hereby acknowledged, Grantor and all persons claiming by, through or under Grantor, or any of them, or Grantor's predecessors in title, assigns, heirs or legal representative, grants to Grantee and Grantee's heirs and assigns, an easement or right of way over the lands described for the purposes and in the manner expressed herein. Grantor grants unto Grantee and Grantee's heirs and assigns, full and free right and liberty for them and their tenants, servants, or visitors and licensees, in common with all persons having the like right, at all times hereafter, for all purposes connected with the use and enjoyment of the adjoining lands of the Grantee for whatever purpose the land from time to time lawfully may be used and enjoyed, to pass and repass along the following described property and to use the same for rights of way for utilities to serve the property of Grantee, said land over which the easement or right of way being granted is described as follows:

Waterwood Drive, as shown on the Plat of Waterwood, as recorded in Plat Book 25, page 29 and the Plat of Waterwood Townhouses, as recorded in Plat Book 25, pages 44 and 45, all of the Public Records of Lake County, Florida.

To have and to hold the easement hereby granted unto Grantee and Grantee's heirs and assigns, as appurtenant to the land of Grantee.

It is understood that this easement was given upon the express understanding condition it may be used by the Grantor and Grantor's successors in title, assigns, heirs or legal representative in conjunction with the use of the land of the Grantee, and Grantee's heirs and assigns. The Grantor is in no way bound to improve, maintain or construct a roadway or keep it there; nor is the Grantor to assume any liability or responsibility to Grantee or any person using the land by invitation, express or implied, or by reasons of any business conducted by the Grantee or Grantee's heirs or assigns, or otherwise.

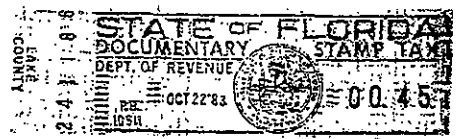
IN WITNESS WHEREOF the Grantor has set its hand and seal the day and year first above written.

Signed in the presence of:

Fred A. Morrison  
Elizabeth A. Anderson

Waterwood, Inc.  
BY Frank G.  
President

STATE OF FLORIDA  
COUNTY OF LAKE



The foregoing instrument was acknowledged before me by FRANK G. PROIE who is the \_\_\_\_\_ President of Waterwood, Inc., this 21<sup>st</sup> day of October, 1983.

Elizabeth A. Anderson  
Notary Public  
My commission expires: 5/12/87

THIS INSTRUMENT WAS PREPARED BY:  
FRED A. MORRISON, Attorney at Law  
P.O. DRAWER 1357, LEESBURG, FLORIDA 32748

RECORDED  
OCT 24 12 47 PM '83

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

REC 9.00

Waterwood, Inc., the owner and developer of all lots, blocks and tracts of the Subdivision known as Waterwood Patio Homes, recorded in Plat Book 27, Pages 88 and 89, Public Records of Lake County, Florida, less and except Lot 2 thereof, previously conveyed to Richard A. Donnellan and Maryalice Donnellan, his wife, by deed recorded in Official Records Book 881, Page 1566, Public Records of Lake County, Florida, does hereby declare such property to be subject to the following Supplemental Declaration of Covenants and Restrictions, which shall be considered to be supplemental to those certain restrictions recorded in Official Records Book 709, Page 337, Official Records Book 716, page 557, Official Records Book 743, Page 1829, and Official Records Book 866, Page 1171, all in the Public Records of Lake County, Florida, heretofore recorded, which also encumber the same property. To the extent of any conflict between those documents and this Supplemental Declaration of Covenants and Restrictions, this Declaration shall govern.

Now, therefore, Waterwood, Inc. does hereby declare the above described property to be subject to the following additional restrictions:

1. A five foot side yard easement is hereby declared to exist along that boundary line of each lot which is the closest boundary line of that lot to the wall of a house constructed on an adjoining lot. This easement is declared to exist for the purpose of construction, maintenance and repair of the wall and dwelling unit on the adjoining lot, due to the fact that the area of the setback on the adjoining lot may not be sufficient to allow access to the house thereon for maintenance and repair. The use of the easement area is restricted to adjoining lot owners and their employees, agents and servants, and is limited to the purposes set forth herein. The use of the easement area by adjoining lot owners shall not exceed a period of 30 days each year, for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining lot owner during the construction, maintenance or repair of his dwelling unit shall be repaired or replaced at the expense of the adjoining lot owner.

2. This side yard easement shall be for the exclusive use and enjoyment of the owner of the lot upon which the easement lies, and may be used for the purpose of planting, landscaping, installation, and use of general landscape type structures, including benches, walks, fences or trellises, general recreation access, and other visual, aesthetic and recreational purposes. The easement shall be maintained by the owner of the lot on which it lies, except that any damage thereto shall be repaired by the adjoining lot owner as specified above. The owner of the adjoining lot, to whom the easement is granted, shall not:

- a. Suffer or permit any waste upon the side yard easement;
- b. Undertake any grading or other actions that would tend to prevent proper drainage of the side yard easement or to promote soil erosion or to undermine support for the foundation of any wall, fence or other structure on the lot;
- c. Place or permit the accumulation of any soil or film material against any wall, fence or other structure on the lot which abuts or adjoins the side yard easement, to a height which exceeds original building permit specifications with regard to grade;
- d. Permit trees, shrubbery or other vegetation to grow on the side yard easement which would damage or interfere with the maintenance and repair of any wall, fence or other structure on the lot which abuts or adjoins the side yard easement;
- e. Cause, suffer or permit any damage to any utility lines located within the side yard easement, or interrupt or interfere with the maintenance and repair thereof;

f. Cause or permit any offensive contact, including but not limited to any pounding or bouncing of objects, with any wall, fence or other structure on the lot which abuts or adjoins the side yard easement;

g. Suffer or permit upon the side yard easement any activity by household pets or other animals which would tend to cause damage to or undermine support for any wall, fence or other structure on the lot which abuts or adjoins the side yard easement;

h. Cause or permit to exist any open, uncontained fire on the side yard easement;

i. Deposit, store or keep any trash, waste, rubbish or containers or receptacles on any portion of the side yard easement;

j. Construct, erect or install any structure upon, across, over, under or within the side yard easement.

3. There shall be reserved to the owner of the adjacent lot with respect to the side yard easement the right to:

a. Enter upon the side yard easement area at reasonable times and under reasonable circumstances for the purpose of constructing, reconstructing, maintaining and repairing any fence, wall, or other structure upon the adjacent lot which abuts or adjoins the side yard easement;

b. Permit reasonable drainage of water from the adjacent lot over, upon and across the side yard easement;

c. Cause or permit the foundations of the dwelling constructed upon the lot which abuts or adjoins the easement to extend under the side yard easement.

WHEREFORE, Waterwood, Inc. has caused its duly authorized officers to affix their hands and seals on behalf of the Corporation this 25th day of July, 1986.

WATERWOOD, INC.

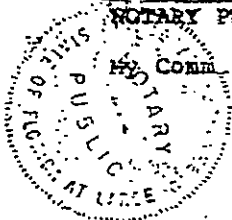
BY: Robert J. Zahradnik  
Robert J. Zahradnik,  
Vice President

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 25th day of July, 1986 by Robert J. Zahradnik, the Vice President of Waterwood, Inc., a Florida corporation, on behalf of the corporation.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 10-3-87



**Prepared By/Return To:**  
Derek A. Schroth, Esq.  
Bowen, Radson & Schroth, P.A.  
600 Jennings Avenue  
Eustis, FL 32726

INSTRUMENT #2013045709  
OR BK 4312 PG 1751 - 1753 (3 PGS)  
DATE: 4/22/2013 3:12:25 PM  
NEIL KELLY, CLERK OF THE CIRCUIT COURT  
LAKE COUNTY  
RECORDING FEES \$27.00

**2013 AMENDMENTS TO WATERWOOD COMMUNITY ASSOCIATION, INC.  
DECLARATION OF COVENANTS AND RESTRICTIONS**

This Amendment of the Declaration of Covenants and Restrictions is made this 9th day of April, 2013.

**WHEREAS**, on the 5th day of September, 1980, covenants and restrictions were imposed upon the following-described real property situated, lying and being in Lake County, Florida, to wit:

All that certain real property described on the Plat of Waterwood, according to the Plat thereof as recorded in Plat Book 25, Pages 29, 30, and 31, of the Public Records of Lake County, Florida

By virtue of that certain Waterwood Declaration of Covenants and Restrictions dated September 5, 1980, filed for recording September 19, 1980, and recorded in Official Records Book 709, Pages 337 through 376, inclusive; and also certain Supplemental Declaration of Covenants and Restrictions, dated December 31, 1985, and recorded in Official Records Book 862, Page 2140; and also certain Supplemental Declaration of Covenants and Restrictions dated February 10, 1986, and recorded in Official Records Book 866, Page 1171; and also certain Supplemental Declaration of Covenants and Restrictions dated January 14, 1991, and recorded in Official Records Book 1091, Page 0900; and also that certain First Amendment to Waterweed Declaration of Covenants and Restrictions dated December 29, 1980, and recorded in Official Records Book 716, Page 557; and also certain Amendments as Required by the St. Johns River Water Management District Regarding the Surface Storm water Management System in Waterwood Development dated July 31, 1990, and recorded in Official Records Book 1069, Page 1402; and also that certain Amendment to Waterwood Declaration of Covenants and Restrictions dated September 2, 1994, and recorded in Official Records Book 1333, Page 0969; of the Public Records of Lake County, Florida, and being sometimes hereinafter referred to as the "Declaration"; and

**WHEREAS**, Article XV of such Declaration provides that the Declaration can be amended by a vote of two-thirds (2/3) of the Owners of Lots affected by the Declaration; and

**WHEREAS**, on January 2, 2013, the Board of Directors of Waterwood Community Association, Inc. (the "Association") mailed notice to all of the Owners of Lots notifying them of a meeting to be held on April 9, 2013 for the purpose of voting on amendments to the Declaration; and

**WHEREAS**, one hundred and twenty-four (124) lots eligible to vote were represented at the April 9, 2013 meeting; and

**WHEREAS**, eighty-three (83) lots constituted two-thirds (2/3's) of lots eligible to vote at said meeting; and

**WHEREAS**, the following amendments to the Declaration were adopted by a vote of greater than two-thirds (2/3) of the Owners at said meeting. Specifically, the amendment to

Article X, Section 16 received ninety (90) affirmative votes; Article X, Section 18 received eighty-five (85) affirmative votes; and Article X, Section 27 received ninety (90) affirmative votes.

**NOW, THEREFORE,** the Waterwood Declaration of Covenants and Restrictions is amended as follows:

- 1. Article X, Section 16, is deleted in its entirety and replaced to read as follows:

**SECTION 16. Signs.** No signs, advertisements, billboards, solicitations or advertising structures of any kind shall be erected or maintained on any Lot, unit, home, vehicle, or structure of any kind without prior written approval of the Architectural Review Board (the "ARB"). A member may, without ARB approval, erect or maintain one sign on that member's Lot or in the common area adjacent to that member's unit if the member owns a Townhome provided a) the sign is no larger than five (5) square feet of surface area on each side (2 sides maximum); b) the sign is used solely in connection with the marketing for sale, rent, or lease of a Lot or unit; and c) if a Townhome, the sign is placed within ten (10) feet of Townhome.

- 2. Article X, Section 18 is deleted in its entirety and replaced to read as follows:

**SECTION 18. Garage Requirement and Maintenance.** No carports are permitted. Each residence shall have an enclosed garage attached in a manner approved in writing by the Architectural Review Board. All garages and garage doors must be fully operable and must be properly maintained (cleaned, painted, and in good appearance). All overhead garage doors shall remain fully closed from the hours of 10:00 p.m. until 6:00 a.m. except for ingress and egress of a vehicle.

- 3. Article X is amended to add Section 27 to reads as follows:

**SECTION 27. Rental Regulations.** Every homeowner or lot owner who rents or leases a Lot or unit in Waterwood shall provide to the Waterwood Community Association, Inc. (the "Association") 1) a copy of the current executed Rental Agreement or Lease Agreement; and 2) the tenant's last known mailing address, on or before the thirtieth (30th) day after said rental agreement or lease agreement is executed. In addition, prior to the tenant's occupancy, said homeowner or lot owner shall ensure every tenant receives a current copy of the Association's Declaration of Covenants and Restrictions (the "Restrictions") as amended, as well as any accompanying rules, regulations, policies, or procedures used to supplement, interpret, or enforce the Restrictions.

**IN WITNESS WHEREOF,** the undersigned, has hereunto set their hands and seal this 20<sup>th</sup> day of APRIL, 2013.

Signed, sealed, and delivered

Dorothy J. McDonald  
Witness 1  
Dorothy J. McDonald  
Printed Name

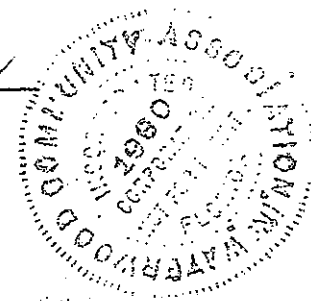
**Waterwood Community Association, Inc.**

By: Art West  
**Art West, President**

Nancy Lamb  
Witness 2

Nancy Lamb  
Printed Name

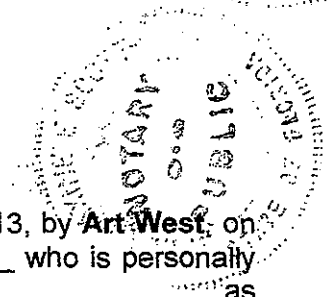
By: Pam Ibrahim  
Pam Ibrahim, Secretary



STATE OF FLORIDA  
COUNTY OF LAKE

Sworn to and subscribed before me this 20 day of April, 2013, by Art West, on behalf of and as President of Waterwood Community Association, Inc.        who is personally known to me or        who produced        as identification and who did not take an oath.

Maxine E. Scott  
Notary Public  
My Commission Expires:



STATE OF FLORIDA  
COUNTY OF LAKE

Sworn to and subscribed before me this 20 day of April, 2013, by Pam Ibrahim on behalf of and as Secretary of Waterwood Community Association, Inc.        who is personally known to me or        who produced        as identification and who did not take an oath.

Maxine E. Scott  
Notary Public  
My Commission Expires:

