

Prepared by and return to:
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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SANDY RIDGE HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC.**

This DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration"), made and entered into this the 22nd day of March, 2004, by SANDY RIDGE DEVELOPMENT, LLC, a Florida Limited Liability Company, hereinafter referred to as "Declarant", 1031 West Morse Blvd., Ste. 325, Winter Park, Florida 32789.

WHEREAS, Declarant is the owner of certain real property in the County of Polk, State of Florida, which is known as "SANDY RIDGE HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC.", (hereinafter "Subdivision", and which is more particularly described as follows, to-wit:

See Exhibit "A" attached hereto.


WHEREAS, the Declarant desires to develop the real property described above by creating thereon predominantly a residential community of single-family homes, Common Area, as hereafter defined, to include Conservation areas, and other common facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities of such real property, and for the maintenance of such Common Area and to this end, desires to subject the properties to the covenants, restrictions, easements, and conditions hereinafter set forth, each and all of which is and are for the benefit of such real property as hereinafter defined, and each subsequent owner of any part thereof;

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, as hereinafter defined, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common facilities and areas, and administering and enforcing the covenants and restrictions contained in this Declaration, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant has or will incorporate under the laws of the State of Florida, as a non-profit corporation, SANDY RIDGE HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC., the purpose of which will be to exercise the aforesaid functions.

NOW, THEREFORE, Declarant hereby declares that the Subdivision shall be held, sold and conveyed subject to the following covenants, restrictions, easements, and conditions, which are for

 SWANN & HADLEY LAW OFFICE
SUITE 350
1031 W MORSE BLVD
WINTER PARK, FL 32789

1

A TRUE COPY
CERTIFICATION ON LAST PAGE
RICHARD M. WEISS, CLERK

the purpose of protecting the value and desirability of, and which shall run with, the Subdivision and being binding on all parties having any right, title or interest in the Subdivision or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to SANDY RIDGE HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC., Inc., a Florida corporation not for profit, which is (or is to be) incorporated, its successors and assigns. Attached hereto and made a part hereof by this reference as Exhibits "B" and "C" is a copy of the Articles of Incorporation and By-Laws, respectively, for the Association.

Section 2. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 3. "County" shall mean and refer to Polk County, Florida, as governed through its Board of County Commissioners. To the extent that any portion or all of the Subdivision shall be annexed into a municipality, the term "County" as applied to lands within said annexing municipality shall refer to the annexing municipality.

Section 4. "Builder" shall mean and refer to D.R. Horton, Inc., a Delaware corporation, its successors and assigns.

Section 5. "Declarant" and "Developer" shall mean and refer to Sandy Ridge Development, LLC a Florida Limited Liability Company, and Builder, their successors and such of their assigns as to which the rights of Declarant/Developer hereunder are specifically assigned, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development. Declarant/Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Subdivision. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 6. "Declaration" shall mean and refer to this instrument, the Declaration of Covenants and Restrictions, all as amended from time to time.

Section 7. "FHA" shall mean and refer to the Federal Housing Administration, an agency of the government of the United States of America.

Section 8. "Lot" shall mean and refer to any numbered swelling Unit site or plot of land shown on the recorded Plat, with the exception of the Common Area. The word Lot shall include both the Platted sit or plot of land, and the Unit located thereon when same has been constructed.

Section 9. "Member" shall mean and refer to a member of the Association, that is, an Owner of a Lot which is subject to assessment by the Association.

Section 10. "Operation," "Operate" or "Operated" when used in conjunction with the Stormwater Management System means and refers to the repair, paving, management, improvement, inspection, maintenance, deactivation, construction, renovation, operation, insurance, and replacement of, as well as the disconnection from or connection to, the Stormwater Management System.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, but excluding those having such interest merely as a security for the performance of an obligation.

Section 12. "Plans" means and refers to drainage and Stormwater management plans, together with any attachments thereto and drainage calculations, for the Subdivision on file with the County or the water management district, if any.

Section 13. "Plat" shall mean and refer to the Plat of Sandy Ridge, as recorded in the Public Records of Polk County, Florida.

Section 14. "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, over drainage, environmental degradation, and water pollution or otherwise affect the quality of discharges from the system, as permitted pursuant to chapters 40c-4, 40C-40, or 40C-42, F.A.C. The Surface Water or Stormwater Management System constitutes common property owned and maintained by the Association.

Section 15. "Subdivision" shall mean and refer to that real property depicted upon the Plat as shown thereon, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 16. "Unit" shall mean and refer to the individual residence constructed on a Lot.

Section 17. "VA" shall mean and refer to the Veterans' Administration, an agency of the government of the United States of America.

Section 18. "Conservation Area" shall mean and refer to those areas identified as "Conservation", Conservation Areas", or "Conservation Easement", as depicted on the Plat.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Property Subject to this Declaration. The property described in Exhibit "A" is and shall be improved, transferred and occupied subject to this Declaration.

Section 2. Additional Property. Declarant shall have the right, but not the obligation, to bring within the scheme of this Declaration, as additional property, additional lands within the vicinity of the property subject to this Declaration, at any time within ten years from the date this Declaration is recorded, without the consent of the members of the Association or any mortgagee or other lienholder on any lot, so long as Developer is a Class B member of the Association, and provided that the Federal Housing Administration and Veterans Administration consent to such annexation, if required. Notwithstanding the foregoing, in no event shall any additional property be subject to this Declaration until such property is specifically incorporated into the scheme of this development as provided in Section 3 below. In the event additional phases of the development may become common property, said common property will, at that time, be owned and maintained by the Association.

Section 3. Method of Annexation. Additions authorized under this Article shall be made by recording a supplemental Declaration, extending the scheme of this Declaration, which shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to the scheme of this Declaration and extending the jurisdiction of the Association to the additional property. Said supplemental Declaration may contain such terms and provisions not inconsistent with this Declaration, as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented. Upon the recording of any supplemental Declaration, the owners shall also have the right and non-exclusive easement to the use and enjoyment in and to the common properties, if any, and an obligation to contribute to the cost of operating, maintaining and insuring the additional common properties. Any supplemental Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recording of any supplemental Declaration, the additional property described herein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owners' Easements and Enjoyment. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions;

a. The right of the Association to charge reasonable admission and other fees for the use of any recreational or stormwater management facility situated upon the Common Area;

b. The right of the Association to levy assessments against each Lot for the purpose of maintaining the Common Area in accordance with the restrictions on the recorded Plat and this Declaration;

c. if and as permitted by applicable Florida law, the right of the Association to suspend the voting rights and right to use of any recreational facility by an Owner for any period during which any assessment against his lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

d. the right of the Association to dedicate or transfer, subject to this Declaration, all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; and

e. the right of the Association to adopt at any time and from time to time and enforce Rules and Regulations, including the right to fine members as hereinafter provided. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, Owner's right of enjoyment to the Common Area and facilities to the members of Owner's family, Owner's authorized tenants, or contract purchasers who reside on the property.

Section 3. Construction and Sales. There is hereby reserved to the Declarant, its designees, and such of its successors and assigns who have been expressly assigned the rights set forth in this section, including, without limitation, its sales agents and representatives, and prospective purchasers of Lots, easements over the Common Area for construction, utility lines, display, maintenance and exhibit purposes in connection with the erection of improvements and sale of Lots within the Subdivision; provided, however, that such use shall terminate upon the sale of all Lots; provided further, that no such use by the Declarant and others shall otherwise restrict the Owners in the reasonable use and enjoyment of the Common Area.

Section 4. Utility Easements. Use of the Common Area, excluding the Conservation Area, for utilities, as well as use of other utility easements as shown on the Plat, shall be in accordance with the applicable provisions of this Declaration. The Declarant and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Area (excluding the Conservation Area) for the installation and maintenance of community and/or Cable TV and security and other communication lines, equipment and materials and other similar underground television, radio and security cables (and all future technological advances not now known) for the service to the Lots and other portions of the Subdivision.

Section 5. Other Easements. Easements are reserved over each Lot and the Common Area in favor of each other Lot and the Common Area in order to permit drainage and run-off from one Lot (and its improvements) to another Lot or Lots or to the Common Area or from the Common Area to any Lot or Lots. Easements are reserved over the Common Area in favor of each Lot and

Lot Owner, his tenants, invitees, and agent for the purpose of ingress and egress to any Lot, and any encumbrance of the Common Area be subject the foregoing easement rights.

Section 6. Ownership and Use of Common Area. The Common Area is hereby dedicated to the Association and to the nonexclusive joint and several use, in common, of the Declarant and the Owners of all Lots that may from time to time constitute part of the Subdivision and the Declarant's and such Owners' tenants, guests and invitees. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance of such Common Area. It is intended that all real estate taxes assessed against the Common Area shall be proportionally assessed against and payable as part of the taxes of the applicable Lots within the Subdivision. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Area, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Declarant and the Association as of the date of such recordation. Declarant and its affiliates shall have the right from time to time to enter upon the Common Area, excluding the Conservation Area, and other portions of the Subdivision, excluding the Conservation Area, for the purpose of construction, reconstruction, repair, replacement and/or alteration of any improvements or facilities on the Common Area and other portions of the Subdivision, excluding the Conservation Area, for sales, displays and signs or for any other purpose during the period of construction and sale of any portion of the Subdivision. Without limiting the generality of the foregoing, the Declarant and its affiliates shall have the specific right to maintain upon any portion of the Subdivision sales, administrative, construction and/or offices without charge, and appropriate easements of access and use are expressly reserved unto the Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation to complete portions of the Common Area shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Declarant shall not be liable for delays in such completion to the extent resulting from the above-referenced activities.

Section 7. Maintenance of Common Areas, Surface Water or Stormwater Management System. The Association shall at all times maintain in good Operation and replace, as often necessary, the Stormwater Management System, all such work to be done as specified in this Declaration or in the Plans. Maintenance of any lighting/electrical fixtures which are integral parts of the Stormwater Management System shall include and extend to payment for all electricity consumed in the operation thereof. All work pursuant to this Declaration or the Plans and all expenses incurred hereunder shall be paid for by the Association, although the Association may recoup such costs and expenses as a part of assessments or other charges (either general or special) against individual Lots. No Lot Owner may waive or otherwise escape liability for assessments by non-use of the Common Area or abandonment of the right to use the Common Area.

Section 7.1 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 the provide drainage, water storage, conveyance or other surface water or stormwater management

capabilities as permitted by the Southwest Florida 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 Southwest Florida Water Management District.

Section 8. Operation of the Stormwater or Surface Water Management System. The Common Area, upon which the Stormwater or Surface Water Management System is situated, shall be open spaces without any structures being permitted therein, except for structures which are a part of the Stormwater Management System. The Stormwater Management System shall be operated all in accordance with the standards, conditions, and requirements set forth on the Plans and the Permit issued by Southwest Florida Water Management District which standards, conditions, and requirements shall constitute minimum standards for the operation of the Stormwater Management System. At all times the Stormwater Management System shall be maintained in such a condition so that the Stormwater Management System equals or exceeds the design performance standards as shown in the drainage calculations on the approved Plans and the Permit issued by the Southwest Florida Water Management District.

Section 9. Stormwater Management System. If the Association has failed to maintain in good operation, the Stormwater Management System or failed to do so in compliance with the Plans or as otherwise required herein, the County may but shall not be obligated to, after giving the Association thirty (30) days' written notice sent to the Association's last known respective registered agents, Operate that portion of the Stormwater Management System in need of said operation. Said determination by the County to operate temporarily or permanently, any part or all of the Stormwater Management System shall be optional with the County, and the County shall be under no obligation to, either temporarily or permanently, operate the Stormwater Management System. All costs and expenses of the County resulting from any operation of the County of the Stormwater Management System shall be chargeable to and assessed by the County to the Association; provided, that in the event the County chooses to operate the Stormwater Management System in accordance herewith, the Association shall have thirty (30) days in which to pay the County's assessment expenses and costs after the Association receives a bill therefor from the County. If the Association shall fail to pay to the County within said thirty (30) day period for the cost of providing said services, the County has, and is hereby granted, a lien for the costs of said services. Said lien shall include interest to be assessed at a rate of eighteen percent (18%) per annum and may include the costs and reasonable attorney's fees for collection of the assessments and foreclosure of the said lien. The total cost of such services shall be pro-rated (based on a fraction, the numerator of which shall be the number 1, representing the Lot to be assessed and the denominator of which shall be the total number of Lots as depicted on the Plat) among all the Lots and shall constitute a lien against each Lot, for its pro-rata share, as the County shall deem appropriate. Further, to assist in collection of the costs for such services. The County shall have the power of lien and assessment to the same extent as the Association as set forth in Article IV of this Declaration. All such liens shall be subordinate to first mortgages upon the Lots.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

a. Class A. Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine and in accordance with the Association's By-Laws, but in no event shall more than one vote be cast with respect to any Lot.

b. Class B. The Class B member(s) shall be the Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (1) When the number of Class A votes equals the number of Class B votes; or
- (2) On January 1, 2012.

ARTICLE V
COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned with the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay to the Association annual assessments or charges and special assessments for capital improvements, comply with these covenants and restrictions wherein costs suffered by the Association to correct violations may be assessed against particular Owners and Lots and payment of certain enforcement penalties as provided for in Article XI, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or persons who were the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the Public Records of the County.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association, for promoting the health, safety, welfare, and general aesthetics of the residents of the Subdivision; for the improvement and maintenance of the Common Area, including for the conservation and maintenance of the Conservation Area; for the improvement, maintenance, operation and management of the Stormwater Management System, including but not limited to work within retention areas, drainage structures, and drainage easements, for the payment of operating expenses of the Association, for the payment of taxes and insurance on the Common Area and Stormwater Management System, for certain Lot maintenance as provided for in Article V, for compliance with Architectural Control Committee requirements as provided for in Article VI, for compliance with and enforcement of other covenants or restrictions as provided for in this Declaration, for capital improvements, for reserves (if any), and for any other thing necessary or desirable, including but not limited to the cost associated with obtaining basic cable television services for the Subdivision in the judgment of the Association, to keep the Subdivision secure, clean, neat and attractive, or to preserve or enhance the value of the Subdivision, or to eliminate fire, health or safety hazards, or which in the judgment of the Association may be of general benefit to its members.

Section 3. Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment shall be no more than \$550.00.

a. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than the Declarant, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

b. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice For Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be as set forth in the By-Laws of the Association.

Section 6. Uniform Rate of Assessment. Both annual assessments and special assessments for capital improvements must be fixed a uniform rate for all Lots, and may be collected in advance of a monthly, quarterly or annual basis, provided that the Declarant shall be exempt from the payment of the annual assessments upon unsold Lots owned by the Declarant for so long as Declarant shall obligate itself to pay all expenses incurred by the Association in excess of the amounts produced from such assessments.

Section 7. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first (1st) day of the month following the conveyance by the Declarant of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors. The Association shall, upon demand for and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Failure to pay an Assessment shall not constitute a default under an FHA/VA insured or guaranteed loan.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage to an institutional lender (i.e., a bank, insurance company, or savings and loan association), or Federal Housing Administration or Veterans Administration insured, guaranteed, or owned mortgage. The sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien for such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No mortgagee shall be required to collect Assessments.

Section 10. Exempt Property. Property subject to this Declaration dedicated to, and accepted by, a governmental entity or the Association shall be exempt from the assessments created herein; provided, however, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 11. Trust Funds. The portion of all annual assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments for capital improvements, shall be held in trust by the Association for the Owners of all Lots, as their interests may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

Section 12. Class B Members Obligations for Assessment. Notwithstanding anything herein to the contrary, Lots owned by Class B Members shall be exempt from assessments. The Builder shall, however, pay to the Association all funds in addition to those collected from Class A Members, regular assessments necessary to operate the Association in accordance with its approved Operating Budget.

Section 13. Working Capital Contribution. In addition to annual and special assessments, the first Owner acquiring title from Declarant or a Builder to a lot shall pay to the Association a contribution to working capital in the amount of Five Hundred Fifty and No/100 Dollars (\$550.00). The working capital contribution may be used by the Association for any purpose not expressly prohibited by these Declarations or Florida Law.

ARTICLE VI EXTERIOR MAINTENANCE

In the event an Owner of any Lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors and thirty (30) days' prior written notice to the Owner at the last address in the Association's records for said Owner, such notice informing the Owner that unless certain specified repairs or maintenance are made within a thirty (30) day period the Board of Directors shall cause such necessary repairs or maintenance to be accomplished and charge same to the Owner, shall, upon the failure of the Owner to act within said period of time, have a right, through its agents and employees, to enter upon said Lot and to repair, clear, trim, maintain and restore such Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessments to which such Lot is subject. In no event shall the Association or any of its agents be liable for trespass in causing necessary repairs or maintenance to be accomplished pursuant to this Article.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Approval of Building Plans. All building plans for structures, including but not limited to buildings, fences, swimming pools, patios, tennis courts, mail boxes, and signs, must receive approval by and a permit from the County, or if the real property upon which the structure

is proposed to be built has been annexed into a municipality, then approval and a permit must be obtained from the annexing municipality instead of the County. In addition, no building, fence, wall, mailbox, pool, tennis court, patio, sidewalk, paved area (other than platted streets), basketball hoop, pet house, sign, outside antenna or other structure or improvement shall be commenced, erected, placed, maintained or altered on any Lot nor shall any awning, canopy, shutter, enclosure or improvement be attached to or placed upon the outside walls for roof of any building or other structure on any Lot until the construction plan and specifications and a plot plan showing the location of same, have been approved in writing as to the harmony of exterior design, materials and colors with existing structures, as to location with respect to surrounding structures and topography, and as to the harmony of the quality of finished standards with existing structures, by the Architectural Control Committee. A copy of the construction plans and specifications showing the nature, kind, shape, height, materials, square footage, location, color, and landscaping of same, and a plot plan, together with such additional information as may be deemed pertinent by the Architectural Control Committee, shall be submitted to such Committee, or its designated representative, prior to commencement of construction in such form and detail as such Committee may elect in its sole discretion. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the receipt of the required documents, approval will not be required and the requirements of this section will be deemed to have been fully complied with. The Architectural Control Committee shall have full and complete authority to approve construction of any improvement on any Lot, and its judgment shall be final, conclusive and binding. The existence of the signatures of at least three (3) members of the Architectural Control Committee on any plans or specifications shall be conclusive proof of the approval by such Committee of such plans and specifications.

Section 2. Committee Membership. The Architectural Control Committee members shall be three (3) to five (5) in number, and shall be appointed by the Declarant until control of the Association has been passed to the Owners other than the Declarant, at which time such members shall thereafter be appointed by a majority vote of the Board of Directors and shall serve at the pleasure of said Board; provided, however, that in its selection, the Board of Directors shall appoint a designated representative of Declarant to such Committee for so long as the Declarant owns any Lots in the Subdivision.

Section 3. Quorum. A quorum of the Architectural Control Committee shall be three (3) members. No decisions of said Committee shall be binding without a quorum present.

Section 4. Planning Criteria. The Architectural Control Committee may from time to time promulgate and amend guidelines concerning construction criteria; however, such criteria if promulgated shall only serve as a guideline and the Architectural Control Committee shall retain its full and complete authority and discretion to approve or disapprove construction under the provisions of this Article.

Section 5. Enforcement. The Architectural Control Committee, along with the Declarant and/or the Board of Directors of the Association shall have the right and obligation to enforce the provisions hereof. Should any Owner fail to comply with the requirements hereof, after thirty (30)

days written notice, the Architectural Control Committee, the Declarant and/or the Board of Directors of 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, and charge the cost thereof to the Owner. Should the Architectural Control Committee, the Declarant, and/or the Board of Directors be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the Owner. The Architectural Control Committee, the Declarant and the Board of Directors of the Association, or their agents or employees, shall not be liable to the Owner for any damages or injury to the property or person of the Owner unless caused by negligent action of the Architectural Control Committee, the Declarant or the Board of Directors.

ARTICLE VIII
GENERAL RESTRICTIONS

Section 1. Condition of Building and Grounds. It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unsightly or unkept condition of buildings or grounds on his Lot which shall tend to substantially decrease the beauty of the Subdivision as a whole or the specific Lot.

Section 2. Offensive Activity. No noxious or offensive activity shall be carried on upon a Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Subdivision community. There shall not be maintained in the Subdivision any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the Subdivision by the Owners thereof.

Section 3. Commercial vehicles, Trailers, Boats and Parking. No oversized vehicle, truck, house or travel trailer, camper, mobile home, motor home, house trailer, horse trailer, boat trailer, trailer of any kind, recreational vehicle, boat, or other such vehicle or device shall be placed, parked, left or stored on any Lot or the Common Area; provided, however, that with regard to any Lot, this provision shall not apply to any such vehicle or device, being kept in an enclosed garage. With regard to Lots the prohibition of parking shall not apply to commercial vehicles, the temporary parking of trucks and commercial vehicles such as for pick-up or delivery and other commercial services, nor to vans or pick-up trucks for personal use which are in acceptable condition in the sole opinion of the Board of Directors, nor to any vehicle of the Declarant or its affiliates. No commercial vehicle shall be placed, parked, left, or stored on any portion of the Common Area. Any such vehicle or device parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle or device if such vehicle or device remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or device. The Association shall not be liable to the Owner of such vehicle or device for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing, and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for

relief of any kind. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

Section 4. Trees. No trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Association unless located within ten (10) feet of the building or within ten (10) feet of the approved site for such a building.

Section 5. Temporary Structures. No structure of a temporary character shall be placed upon the Subdivision at any time, provided, however, that this prohibition shall not apply to temporary shelters used by a contractor during the construction or repair of the improvements upon the Subdivision. Such temporary shelters may not, at any time, be used as residences or permitted to remain on the said property after completion of construction or repairs.

Section 6. Garages, Carports. If a garage is built subsequent to the construction of a building, the garage shall be of the same kind of, or matching, material as the construction of the building. The garage shall substantially conform architecturally with the building, and must first be approved by the Architectural Control Committee. Carports shall not be permitted.

Section 7. Electromagnetic Radiation, Outside Antennas. No radio or television signals nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which interferes with the reception of television or radio signals received upon any other Lot. No exterior antennas, to include without limitation satellite dishes larger than eighteen inches (18") in diameter and short wave radio antennas, shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines, and except that Owners may install one normal rooftop television antenna or one satellite dish eighteen inches (18") or smaller in diameter as approved by the Architectural Control Committee.

Section 8. Clotheslines. No clothesline shall be placed on any Lot, except in fully screened areas in the backyard only, so as not to be visible from the street or objectionable to an adjacent property.

Section 9. Window Air Conditioning Units. No window or through-the-wall air conditioning units shall be permitted. No building shall have any aluminum foil or other reflective material in any window or glass door.

Section 10. Vehicles and Repair. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours in any ninety (90) consecutive day period; provided however, that 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 vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, shall be parked, stored or located upon any Lot at any time. No portion of the Common Area may be used for parking of such inoperative vehicles.

Section 11. Storage of Construction Materials. No lumber, brick, stone, cinder block, concrete or any other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for purposes of construction on such Lot, and shall not be stored for longer than that length of time reasonably necessary for the construction in which same is to be used.

Section 12. Household Pets. No Lot shall be used for keeping or breeding of livestock animals or poultry of any kind. Domesticated household pets may be kept provided they are not kept for breeding or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor. For purposes hereof, household pets shall mean dogs, cats, domestic birds and fish. No more than two (2) cats and/or dogs may be kept on any Lot. All household pets shall be kept on a leash when not kept within an enclosed area. Any pet deemed objectionable by the Board of Directors for any reason shall be removed promptly by the Owner on fifteen (15) days notice.

Section 13. Vegetable Gardens. No vegetable gardens shall be permitted except in fully screened areas in the backyard only, so as not to be visible from the street or objectionable to an adjacent property.

Section 14. Hunting. No hunting shall be permitted anywhere on the Subdivision.

Section 15. Exterior Displays. Except for seasonal decorations, an Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the roof, exterior walls, doors, balconies or windows of his Unit; provided, however, that standard exterior improvements such as awnings and shutters may be added with the approval of the Architectural Control Committee.

Section 16. Building Requirements. Only single family detached homes shall be constructed in the Subdivision. No Unit shall be constructed of such dimensions that the living area (which excludes garage, patios or other appurtenances which are not customarily considered to be "living area") is less than twelve hundred (1200) square feet. Front, rear and side setback requirements, as established by County ordinances in effect at the time of construction, shall be complied within; provided, however, that in no event shall any building be erected closer than fifteen (15) feet to the front line, or closer than fifteen (15) feet to the rear line, exclusive of pool or patio, or closer than five (5) feet to the building on an adjacent lot. Pool and patio setback shall be no closer than five (5) feet to the rear line. All Building Requirements must comply with PD Plan Approval No. 01-33 and all other requirements of Polk County Ordinances.

Section 17. Signage. No sign of any kind shall be displayed to the public view on any Lot except for one professionally lettered and constructed temporary sign not more than four (4) feet square in size approved by the Architectural Control Committee, the purpose of which is to indicate the sale or rental of a Unit or Lot.

Section 18. Storage Receptacles. No Lot shall be used as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and,

except during pickup if required to be placed at the curb. There shall be no burning of trash or other waste material. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar receptacles or installations shall be placed under the surface of the ground or in walled-in areas or screened with fencing or shrubbery so as not to be visible from the street or objectionable to an adjacent property.

Section 19. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. The right to select a garbage collection company for use by all Lots and to include billings for same as part of Assessments against each Lot, or alternatively, to bill directly or provide that the collection company shall bill directly to the affected Lots shall be reserved to the Association. No Lot Owner may avoid a fee or charge for garbage collection either as part of a regular Association assessment or as a separate charge of a garbage collection service. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than twenty (20) gallons or more than thirty-two (32) gallons in capacity unless use of another container by the County or hauler is required, and well sealed. Plastic bags may be used for yard clippings. Bags and containers may not be placed out for collection sooner than twelve (12) hours prior to any scheduled collection and must be removed within twelve (12) hours of collection.

Section 20. Fences. It is the intent of Declarant that all fences shall be uniform in design, components and construction. Prior to any installation of a fence, or wall, it must first be approved and permitted by the County, or if the real property upon which said fence or wall is proposed to be built has been annexed into a municipality, then the approval and permit shall be obtained from said annexing municipality instead of the County. Further, prior to any installation of a fence, or wall, it must first be approved by the Architectural Control Committee. All fences on a Lot shall be a "Laurel" model fence, white in color, constructed of plastic material, and six (6) feet in height. The complete specifications for the Laurel model fence are on file with Declarant. The finished side of any such fence or wall shall face toward the outside of the Lot. A chain link fence shall be permitted on a Lot or portion thereof, only if installed by Declarant or its affiliates, for temporary use, during construction periods.

Section 21. Maintenance. Each Lot, whether occupied or unoccupied, shall be maintained reasonably clean and in all events, free from refuse, debris, unsightly growth and fire hazard.

Section 22. Utility Easements. Easements for installation and maintenance of utilities and cable television (if any) are reserved as shown on the Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or cable television or which may impede the flow of water through drainage channels in the easements except as a part of the Stormwater Management System. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utilities company is responsible.

Section 23. Easements for Access and Drainage. Easement for maintenance and operation of Surface Water or Stormwater Management Systems are reserved as show on the Plat. The Association shall have a perpetual access over all such easement areas of the surface water or stormwater management system for access to operate, maintain or repair the system. The Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the Southwest Florida Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District. Nothing contained herein shall operate to create an easement other than those depicted on the Plat.

Section 24. Reconstruction. No building or improvement which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such condition for more than two (2) months. The Owner thereof shall raze or remove said destroyed or partially destroyed building or improvement and remove any debris promptly from such Lot, or rebuild said destroyed or partially destroyed building or improvement.

Section 25. Land Use and Building Type. No building constructed on a Lot (except for model lots) shall be used except for residential purposes. Temporary uses by Declarant and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be subject to approval and permitting by the County, and shall be otherwise permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Declarant or its affiliates (except if such changes are made by the Declarant) without the consent of the Architectural control Committee as provided herein and without approval and permit issued by the County. If the real property upon which the said building(s) proposed to be changed has been annexed into a municipality, then approval and a permit must be obtained from the annexing municipality instead of the County.

Section 26. Condition and Construction. All Lots, whether occupied or unoccupied, and any buildings, structures or improvements thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereof. Every building, structure or other improvement, the construction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction or placement until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, or similar causes.

Section 27. General. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its successors or assigns or its or their contractors, or subcontractors, from doing or performing on all or any part of the Lots or properties owned or controlled by

Declarant, or its successors or assigns, whatever they determine to be reasonably necessary or advisable in connect with the completion of the development, including without limitation:

a. erecting, constructing, and maintaining thereon, such structures as may be reasonably necessary for the conduct of Declarant's business of completing the development and establishing the Subdivision as a residential community and disposing of the same by sale, lease or otherwise; or

b. conducting thereon its business of completing the development and establishing the Subdivision as a residential community and disposing of the properties by sale, lease or otherwise; or

c. maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Lots.

Section 28. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Association shall have the right to enter upon any Lot on which a residence has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Association for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Association. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

Section 29. Swimming Pools. No swimming pool may be constructed or altered without approval of and a permit from the County, or if the real property upon which the swimming pool construction or alternation is proposed has been annexed into a municipality, then approval and a permit must be obtained from the annexing municipality instead of the County. Any swimming pool to be constructed on any Lot shall be subject to requirements of the Architectural Control Committee.

Section 30. Insurance. Nothing in this Declaration shall be construed to permit, and no person other than the Owner of a Lot, or the mortgagee where permitted by the mortgage, shall have the right to place hazard or liability insurance for that Lot.

Section 31. Boat Docks. No boat docks or piers shall be constructed upon any lake by any member. Nothing contained herein shall preclude the Association from constructing a single dock upon common areas in compliance with the rules of any applicable governmental agency whether state, federal, municipal or county.

Section 32. Boats and Motorized Water Craft Prohibited: No boats or water craft propelled by gas diesel or electrical power shall be permitted upon any body of water within the subdivision.

Section 33. Ramps. No skateboard or bicycle ramp or similar structure shall be maintained on any lot.

Section 34. Mailboxes. It is the intent of Declarant that all mailboxes and posts shall be uniform in design, components, and construction. Upon approval by the Architectural Control Committee, Owner shall install only a Woodfield Mailbox mounted on a WFP-Nova/DBE Post as set forth in the specifications on file with Declarant.

Section 35. Security Bars. No security bar system may be installed on any window or door of any Dwelling within the Property.

ARTICLE IX
SPECIAL RESTRICTIONS
AFFECTING COMMON AREA

Section 1. General Intent. It shall be the intent and purpose of this Declaration and these restrictions and covenants to maintain and enhance the Common Area. It shall be the further intent and purpose of the Declaration and these restrictions and covenants to protect any natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wildlife, game and migratory birds.

Section 2. Buildings. It is expressly understood and agreed that no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on the Plat as a Common Area; and likewise, no building, tent, trailer or other structure, either temporary or permanent, except as noted elsewhere herein, shall be erected or caused to be placed on any lands shown and set aside on the Plat as Common Area.

Section 3. Trash. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive materials shall be placed upon the Common Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as a Common Area.

Section 4. Control of Pets. Authorized pets shall only be walked or taken upon those portions of the Common Area designed by the Association from time to time for such purposes. In no event shall said pets be allowed to be walked or taken on or about any Conservation Area contained within the Subdivision.

Section 5. Access to Common Area. Owners, their families and guests shall not enter into any Common Area, except and unless a trail, path, or boardwalk has been constructed by the

Declarant, or the Association as provided for above, in which case any person entering into a Common Area shall remain on such trail, path, or boardwalk and shall not disturb or disrupt the natural vegetation or wildlife. The foregoing shall not obligate the Declarant, or the Association to construct any trail, path, or boardwalk or similar feature upon the Common Area. Further, no such trail, path, or boardwalk shall be created, unless first approved and permitted by the County.

Section 6. Restriction Regarding Use of Lakes. The use of any lake is limited to swimming, fishing and the use of non-motorized water craft. Water craft propelled by electrical, gasoline, or diesel engines are strictly prohibited.

Section 7. Surface Water Management Approvals. Each property owner within the Subdivision, at the time of construction of the building, residents, structure, shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District ("SWFWMD"). No owner of property within the Subdivision may construct or maintain a new building, residence, or structure, or undertake any construction activity in the wetlands, wetland mitigation area, buffer areas, upland conservation areas, and drainage easements described in the approved permit and recorded plat of the Subdivision, unless prior approval is received from Southwest Florida Water Management District, Bartow Regulation Department. All lot owners which lie adjacent to wet detention ponds shall not remove native vegetation (including cattails) that become established within the wet detention ponds abutting the property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Bartow Service Office Surface Water Regulation Manager.

ARTICLE X

SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM: DRAINAGE SWALES: CONSERVATION EASEMENTS AND UPLAND BUFFER

Section 1. Surface Water or Stormwater Management System: Drainage Swales: Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management systems. Maintenance of the surface water or stormwater management systems 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 Southwest Florida Water Management District and the South Florida Water Management District (collectively the "District") under District Permit Numbers 43023879.00 and 53-00196-P, respectively (collectively the "District Permit") 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 District.

The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a

reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the District permit. Additionally, the Association shall have a perpetual nonexclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the District.

The Developer may have constructed a drainage swale upon Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lots from time to time. Each Lot Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales on their respective Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities required under the District Permit. Filling, excavation, construction offences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swales shall be authorized and any damage to any portion or part of the drainage swales, whether caused by natural or human induced phenomena, shall be repaired and the drainage swales returned to its former condition as soon as possible by the Owner of the Lot upon which the damaged swale is located.

The Association shall be responsible for maintenance and management of the wetland and upland buffer preservation areas in accordance with the District Permit and any supporting documents thereto.

A Conservation Easement shall be granted to the District as a condition of the District Permit to assure that the property under which the Conservation Easement lies will be retained in its existing natural condition and to prevent any use that will impair or interfere with the environmental value of the lands which lie within the Conservation Easement. Any activity on or use of the Conservation Easement lands which are inconsistent with the purpose of the Conservation Easement is prohibited. The Association reserves unto itself or its successors and assigns all rights accruing from its ownership of the Conservation Easement lands, including the right to engage in or permit or invite others to engage in all uses of the property that are not expressly prohibited or are not inconsistent with the purpose of the Conservation Easement.

The 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 which relate to provisions outlined in the District Permit. Any amendment to the Covenants and Restrictions which alter any provisions relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas required by the District Permit, must have the prior approval of the District.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions hereof, which shall remain in full force and effect.

Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 3. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been sent when mailed, postage prepaid, to the last known address of the person or persons who appear as the Owner of the Lot on the records of the Association at the time of such mailing.

Section 4. Subdivision of Lots. No Lot shall be subdivided, or boundaries changed, except with the written consent of the Association and the County. If the Lot subject to further subdivision or boundary change has been annexed into a municipality, then approval and a permit must be obtained from the annexing municipality instead of the County. The Declarant reserves the right to replat any Lots in the Subdivision prior to their sale, without the necessity of the joinder or approval of the Association or other Owners of Lots in the Subdivision, subject to review and approval by the FHA and/or the VA as provided hereinbelow.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the FHA and/or the VA:

- a. Annexation of additional properties,
- b. Dedication of Common Area, and
- c. Amendment of this Declaration of Covenants and Restrictions.

Section 6. Rules and Regulations. The Association may publish unrecorded Rules and Regulations from time to time that shall be applicable to the Subdivision but which shall not be applicable to the Declarant or its affiliates, agents or employees and contractors (except in such contractor's capacity as Owners) nor to institutional first mortgagees, nor to property while owned by either the Declarant or its affiliates or such mortgagees. Such Rules and Regulations shall apply to all other Owners and occupants. The Board of Directors shall be permitted to grant relief to one or more Owners from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.

Section 7. Easements. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 8. Covenants Running With the Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) hereof, it is the intention of the Declarant as fee simple owner of the Subdivision, and all other fee simple owners of portions of Subdivision who have joined in the execution of this Declaration, that this Declaration shall constitute covenants running with the land and with title to the Subdivision or any part thereof, or as equitable servitudes upon the land, as the case may be.

Section 9. Dissolution of Association. In the event of a permanent dissolution of the Association, the fee simple owners of Lots in the Subdivision shall immediately thereupon hold title to the Common Areas, excluding the Storm Water or Surface Water Management System, as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof in a manner or under a procedure acceptable to the County. Prior to dissolution, the Association shall convey to the County the Common Property comprising of the Storm Water or Surface Water Management System. In no event shall the County be obligated to accept any dedication offered to it by the Association or the fee simple owners of the Subdivision pursuant to this Section, but the County may in its sole and absolute discretion accept such a dedication, and any such acceptance must be made by resolution adopted by the County Commission. In the event the County rejects the transfer of the Storm Water or Surface Water Management System, said System shall be dedicated to a non-profit corporation similar to the Association. Any successor to the Association, including the fee simple owners of Lots shall pursuant to this Declaration provide for the continued maintenance and upkeep of the Stormwater Management System, if any, and the Common Area.

Section 10. Swale Maintenance (if applicable). In the event the Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time, each lot owner, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the South Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale may be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

Section 11. Cable Television. The Association shall enter into an agreement with a cable television service provider to provide basic cable television services to each lot. The assessments contemplated by Article 5 include the cost incurred by the Association to provide cable service to each lot regardless of whether any improvements have been constructed on any lot.

ARTICLE XII
ESTOPPEL CERTIFICATE

If all sums due to the Association shall have been paid, the Association shall deliver an estoppel certificate within ten (10) days of a written request therefor. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

ARTICLE XIII
ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein any and all Rules and Regulations which from time to time may be adopted by the Board of Directors of the Association without the necessity of being recorded in the public records.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter. If and as permitted by applicable Florida law, the Association shall have the right to suspend voting rights and use of Common Area (except for legal access) of defaulting Owners. The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

Section 2.1. The Southwest Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or storm water management system.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, Rule or Regulation, provided the following are adhered to:

a. Notice. The Association shall notify the Owner of an alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors or, if required by applicable Florida law, a committee appointed by the Board of Directors (herein, the "Committee") at which time the Owner shall present reasons why penalties should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

b. Hearing. The alleged non-compliance shall be presented to the Board of Directors or the Committee after which the Board of Directors or the Committee shall hear

reasons why penalties should not be imposed. A written decision of the Board of Directors or the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors' or the Committee's meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

c. Penalties. The Board of Directors (if its or the Committee's findings are made against the Owner) may impose fines against the Lot owned by the Owner of up to the lesser of the maximum amount permitted by applicable Florida law or the following amounts:

(1) First non-compliance or violation of a particular covenant, restriction, rule or regulation: a fine not in excess of One Hundred and No/100 Dollars (\$100.00).

(2) Second non-compliance or violation of a particular covenant, restriction, rule or regulation: a fine not in excess of Five Hundred and No/100 Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature of a particular covenant, restriction, rule or regulation: a fine not in excess of One Thousand and No/100 Dollars (\$1,000.00).

d. Payment of Penalties. Fines shall be paid not later than ten (10) days after notice of the imposition or assessment of the penalties.

e. Collection of Fines. Fines shall be treated as special assessments subject to the provisions for such assessments provided for in Article IV as modified herein.

f. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

g. Non-exclusive Remedy. These fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

ARTICLE XIV AMENDMENT TO DECLARATION

This Declaration and each of the covenants, easements and restrictions set forth herein may be modified or amended only in the following manner:

Section 1. Notice of the subject matter of a proposed amendment or modification shall be included in the notice of any meeting of the members of the Association at which a proposed amendment is to be considered.

Section 2. An amendment may be proposed by the Board of Directors or by twenty-five percent (25%) of the voting members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the members of the Board of Directors and seventy-five percent (75%) of the votes eligible to be cast by members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary prior to the meeting.

Section 3. No amendment may be adopted which discriminates against any Lot owner or against any Lot or class or group of lots, unless the Lot owners so affected consent thereto. No amendment shall change or alter any Lot or the share of the Common Elements appurtenant thereto, nor increase the Lot owner's share of the Common Expense, unless the record owner of the Lots concerned and all record holders of liens on such Lots shall join in the execution of the amendment. Nothing in this paragraph shall limit the Board of Directors in its power as delineated in these Declarations.

Section 4. A copy of each amendment, accompanied by adopted resolution, shall be attached to a certificate certifying that said amendment was duly adopted, which certificate shall be effective when said documents are so recorded. Likewise, any amendment accomplished by agreement of the required number of Members or, where required, by all Lot owners and record owners of liens or mortgages, shall be effective when the agreement effecting such amendment is recorded among the Public Records of Polk County, Florida.

Section 5. Notwithstanding anything hereinabove set forth in this Article, the Declarant reserves the right to amend, modify, alter or annul any of the covenants, conditions, restrictions or easements of this Declaration, until such time as ninety percent (90%) of the Lots have been sold and the ownership interests therein are actually conveyed to purchasers other than the Declarant; provided, however, that any such amendment must comply with the terms of paragraph 12.3 hereof.

Section 6. Each Lot owner consents that this Declaration may be amended by Declarant so long as Declarant is a Class B member, to conform to the requirements of any Institutional Mortgagee and of any Federal agency (including such agencies as FNMA and GNMA) which insures or purchases mortgages.

Section 7. Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the South Florida Water Management District.

ARTICLE XV DISCLAIMER OF LIABILITY OF ASSOCIATION

Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the

Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any owner, occupant or user of any portion of the properties including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of this Declaration and the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(b) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Polk County and/or any other jurisdiction or the prevention of tortious activities; and

(c) The provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest in or lien upon, or making a use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

As used in this Article, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of Declarant, which shall be fully protected hereby.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal as of the date first appearing above.

WITNESSES:

Jerry Cooper
Print: Jerry Cooper

Cheryl M. Kirst
Print: Cheryl M. Kirst

SANDY RIDGE DEVELOPMENT, LLC, a
Florida Limited Liability Company
1031 West Morse Blvd., Ste 325
Winter park, Florida 32789

By: [Signature]
Allan E. Keen
Title: Managing Member

A TRUE COPY
CERTIFICATION ON LAST PAGE
RICHARD M. WEISS, CLERK

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22nd day of MARCH, 2004, by Allan E. Keen as Managing Member of Sandy Ridge Development, LLC, a Florida Limited Liability Company, on behalf of the Company, who is personally known to me or has produced N/A as identification.

(SEAL)



Cheryl M. Kirt
MY COMMISSION # CC985792 EXPIRES
January 21, 2005
BONDED THRU TROY FAIN INSURANCE, INC

Cheryl M. Kirt
Notary Public, State of Florida

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A TRUE COPY
CERTIFICATION ON LAST PAGE
RICHARD M. WEISS, CLERK