

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

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LAKE COUNTY
RECORDING FEES 69.00
TITLE FUND 9.00

**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
COLLEGE PARK
a Subdivision in Lake County, Florida**

This Declaration is made this 24 day of July, 2001, by BANYAN CONSTRUCTION AND DEVELOPMENT, INC., hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is an owner of those certain parcels of real property situate in Lake County, Florida, described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference; and

WHEREAS, Developer desires to impose a common plan of development on said real property for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof;

WHEREAS, the Declarant desires the said real property to be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

NOW, THEREFORE, in consideration of these premises, the Declarant hereby declares the aforescribed real property be subject to the following Covenants, Conditions and Restrictions and the same shall be binding upon themselves and upon each and every person, both natural and corporate, who or which shall hereafter acquire any interest in the said real property, and their heirs, successors and assigns.

All references to the "Declaration" or the "Declaration of Easements, Covenants, Conditions, and Restrictions of **COLLEGE PARK**, hereinafter referred to as the "Subdivision", now or hereafter made in other instruments of the Public Records of Lake County, Florida, or in the Articles of Incorporation, Bylaws and other corporate documents and papers of **COLLEGE PARK OF CLERMONT HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation not-for-profit, shall mean and refer to this Declaration as herein set forth.

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to **COLLEGE PARK OF CLERMONT HOMEOWNERS' ASSOCIATION, INC.**, a Florida corporation not-for-profit, its successors and assigns.

R- BANYAN HOMES
301 N. US HWY 27 STE G 1
CLERMONT, FL 34711

Section 2. "Property" shall mean and refer to those certain parcels of real property described in **Exhibit "A"** attached hereto and incorporated herein by reference, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" shall mean and refer to each plot of land shown on any recorded subdivision map or plat of the Property together with all improvements thereon, with the exception of the Common Area.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use, benefit, welfare and enjoyment of the Owners. The Common Area to be owned by the Association shall be designated by the Developer or as designated on the plat of Record.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Person" shall mean any natural person or artificial legal entity.

Section 7. "Developer" shall mean and refer to **BANYAN CONSTRUCTION AND DEVELOPMENT, INC.**, a Florida corporation, its successors and assigns.

Section 8. "Board of Directors" shall mean the appointed or elected members of the Board of **COLLEGE PARK OF CLERMONT HOMEOWNERS' ASSOCIATION, INC.**

Section 9. "Architectural Control Committee" shall mean the three or more member committee appointed by the Developer.

Section 10. "Common Area" shall mean any property in the said development for the common use of the owners of Lots, such area to include surface water or stormwater management systems, roads, swales, or entryway if applicable. Every such owner has a right and easement of enjoyment to the common area which is appurtenant to the title to their lot.

Section 11. "Recorded" means filed for record in the Public Records of Lake County, Florida.

Section 12. "Surface Water or Stormwater Management System" means a system which is designated and constructed or implemented to control discharges which is design and constructed or implemented to control discharge 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.

Section 13. "Interpretation". Unless the context otherwise requires, the use herein of the singular shall include the plural and the plural shall mean the singular; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". This

Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development and preservation thereof. The heading used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II
Property Rights

Section 1. Owner's Easements of Enjoyment. Every Owner shall have non-exclusive 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 make regular and special assessments and other fees for the construction, beautification, repairs, and maintenance of the Common Area.

(b) The right of the Association to suspend the voting rights of 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.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument is signed by two-thirds (2/3) of the members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the Common Area and facilities thereon to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside upon such Owner's Lot.

ARTICLE III
Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is contract seller to his vendee in possession.

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

(a) Class A. Class A members shall be all Owners other than the declarant and such members shall be entitled to one (1) vote for each Lot owned; provided, however, that when more than one person holds an interest in any Lot, all such persons together shall be entitled to not more than one vote with respect to each lot owned by them and such vote shall be exercised as they, among themselves, determine. It is provided further that co-owners of a lot shall designate the person who shall be authorized to exercise the vote for all co-owners, and that designation shall be in writing delivered to the Secretary of the Association. In the event that joint or multiple lot owners are unable to agree among themselves as to how their vote or votes shall be cast, then they shall lose their right to vote on the matter at issue. If any lot owner casts a vote representing their lot, it shall thereafter be presumed conclusively for all purposes that the person so voting was acting with the authority and consent of all other owners of that property. Should more than one vote be cast for a particular lot on a particular issue, none of the votes so cast shall be counted and the votes so cast shall be deemed void. There shall be no split voting permitted.

(b) Class B. The Class B member shall be the Developer which shall be entitled to one vote for each lot owned by Developer. Class B membership shall cease and be converted to Class A membership no later than the date when Developer has sold 95% of the lots in the project to third party purchasers. So long as there shall be Class B membership, Class A members shall not be entitled to vote.

ARTICLE IV Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any annual and special assessments from time to time remaining unpaid, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made, as provided in Section 8 of this Article. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area and for the maintenance and repair of the surface water management systems and stormwater systems, including, but not limited to, work within retention areas, drainage structures and drainage easements.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot by the Developer, the maximum annual assessment shall be Three Hundred Sixty and No/100 Dollars (\$360.00) per Lot per year.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by the Developer, the maximum annual assessment may be increased each year by not more than ten percent (10%) 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 by the Developer, the maximum annual assessment may be increased above ten percent (10%) 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 a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs 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 the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum 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 and 4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, semi-annual or annual basis as determined by the Board of Directors.

Section 7. Developer's Assessment. Notwithstanding the foregoing requirement of uniformity or any other provision of this Declaration or Association's Articles of Incorporation or Bylaws to the contrary, there shall be no specified annual assessment against any Lot in which the Developer owns any interest and is offered for sale by the Developer as long as there is Class B membership in the Association.

Even through there is no specified assessment, the Developer shall be responsible, both morally and financially, for the upkeep and maintenance of the Property that is owned by the Developer. Upon transfer of title of a Developer-owned Lot, such Lot shall be assessed in the amount established against Lots owned by the Class A members of the Association, pro-rated as of and commencing with the month following the date of transfer of title.

Notwithstanding the foregoing, those Lots from which Developer derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as is hereinabove established for Lots owned by Class A members of the Association, pro-rated as of an commencing with the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be. Under this Declaration, the Developer shall only be assessed on improved Lots which it holds for sale and/or rental, which shall mean Lots on which completed dwellings have been constructed, certificates of occupancy issued, and which are offered for sale and/or rental by the Developer.

Section 8. Date of Commencement of Annual Assessments and Due Dates. The annual assessments as provided for herein shall commence as to such Lots on the first (1st) day of the month following the conveyance of said Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent annual assessments shall be levied on a calendar year basis and shall be payable in advance. 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. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. For such time as Developer maintains the property at its expense (less assessments for lots sold), Developer shall not be subject to assessments.

The Association shall, upon demand, and for 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 9. Effect of Non-payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the 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 property. In either event, the non-paying Owner shall pay for the cost of bringing this suit, including reasonable attorney's fees therefor. 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.

The lien for unpaid assessments shall attach to the respective Lot(s) only from the time of recording a Notice of Lien in the Public Records of Lake County, Florida, setting forth the Lot(s) Owner(s), amount of assessment and due date. Such Notice of Lien shall be executed and acknowledged by a duly authorized officer, agent or attorney of the Association. Unless such notice is re-recorded or Lis Pendens filed within one (1) year from recording of such notice, the lien shall lapse and be of no further force and effect whatsoever and the Lot(s) shall be exonerated from such charge and lien as reflected in the notice. However, the personal obligation shall remain and unless the Lot(s) have been conveyed to a new Owner, the lien will again become a charge against the Lot(s) upon the recording of a new Notice of Lien. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure

or any conveyance of title or any other proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability from any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
Architectural Control

Section 1. Approval of Plan. Owners shall submit to the Architectural Control Committee, a location and plot plan, preliminary plans and specifications for all buildings and structures to be erected on the lot, and a professional preliminary landscape plan. These preliminary plans shall be prepared by an architect and shall be sufficient and definitive in detail and to scale so there can be determined the character, all elevations, exterior appearance, and exterior colors of all structures and landscaping. Developer, Board of Directors or Architectural Control Committee shall, within fifteen (15) days after submission of said preliminary plans, in writing accept, reject, or propose changes to said preliminary plans.

Prior to the start of any construction on the Lot, Owner shall submit to the Architectural Control Committee final plans and specifications prepared by an architect for all construction and landscaping, exterior colors, and a location and plot plan in detail and to scale. Failure to obtain written approval of Developer, Board of Directors or Architectural Control Committee of the final plans and specifications for all construction on the Lot and the final professional landscape plan shall be deemed a material breach of this restriction. The Architectural Control Committee shall then have the right to proceed in the Courts to obtain a mandatory injunction requiring any construction done without approval to be torn down or removed forthwith.

The plans and specifications and location of all construction thereunder, and every alternation of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the Owner to obtain from applicable governmental authority, or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction. The Developer, Board of Directors or Architectural Control Committee, will not assume any responsibility in this regard before, during, or after construction on any of the Lots in COLLEGE PARK. The aforementioned technical data must be detailed on the first plans and specifications when submitted to the Developer, Board of Directors or Architectural Control Committee, before plan approval will be given. In the event said Developer or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

Section 2. Variance. The Developer, Board of Directors or Architectural Control Committee, in their sole discretion, may, by written instructions, grant any variation or modification to these covenants, conditions and restrictions, and a written approval by the Architectural Control Committee of such variation or modification shall be binding on all Owners.

Section 3. Architectural Control. No building, landscaping, fence, wall or other structure shall be commenced, erected or maintained on the Property, nor shall any exterior additions to, or

change, or alteration therein, be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same, including a landscape plan, shall have been submitted to, and approved in writing, as to harmony of external design and location in relation to the surrounding structures and topography, by the Developer, Board of Directors of the Association, or by an Architectural Control Committee composed of three (3) or more Owners appointed by the Developer.

ARTICLE VI
Exterior Maintenance

Section 1. Maintenance of Premises. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situate thereon in a manner satisfactory to the Board of Directors or the Association and, after a thirty (30) day notice given by the Board of Directors to the Lot owner apprising him of the maintenance deficiencies, and upon the approval of a two-thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot to repair, maintain and restore the Lot and the exterior buildings, and any other improvements erected thereon. The entry of such Lot for such purposes shall not constitute a trespass. The costs of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject.

ARTICLE VII
Cul de sac, Road Right-of-Way, Easements, Entrance Maintenance,
and Surface Water or Stormwater Management System Maintenance

Section 1. The Association shall be responsible for the maintenance, repair, beautification, landscaping of cul de sacs, road rights-of-way, all lighting installed for the benefit of the Subdivision, entrance to the Subdivision, all easements, perimeter landscape buffers, and all other areas of the Subdivision which are either common areas or areas dedicated to the public or for common use of the Subdivision, unless these items are being maintained by some governmental entity or agency. Further, the association shall be responsible for all other improvements properly authorized hereunder.

Section 2. 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, and the City of Clermont. 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, and the City of Clermont.

Section 3. The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District, and the City of Clermont. Filling, excavation, construction of fences or otherwise

obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall 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.

ARTICLE VIII General Restrictions

Section 1. Use Restrictions. No Lot shall be used except for single family residential purposes, except that real estate brokers, Owners and their agents may show dwellings for sale or lease. Nothing shall be done on any Lot which may become a nuisance or an unreasonable annoyance to the neighborhood.

Section 2. Garages. All garages shall be enclosed and shall be at least adequate to house not less than two (2) nor more than three (3) standard-sized American automobiles. All garage doors must be maintained and in useable condition. No repairs, alterations, or modifications shall be made to any vehicle except in a totally enclosed structure.

Section 3. Temporary Structure. No structures of a temporary character, including a trailer, basement, tent, shack, garage, barn, or other such building shall be placed upon the Property or additions to the Property at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor or Developer, his successors or assigns, during construction and, further, that temporary shelters may not at any time be used as residences or permitted to remain on the Property after completion of construction.

Section 4. Animals. No animals, fowl or reptiles shall be kept on or in Lots, or on the Property or additions to the Property, except for caged birds kept as pets and domestic dogs and cats, but not to exceed a total of three (3) in number. All dogs and cats shall not be allowed off the premises of Owner's Lot except on a leash. In no event shall such pets be kept, bred, or maintained for any commercial purposes. Every property owner shall have the responsibility for cleaning up after their pets.

Section 5. Condition of Buildings and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on a Lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area. This restriction shall apply before, during and after construction.

Section 6. Signs. No sign of any kind shall be displayed to the public view on any Lot following the closeout sale of the subdivision, except one identification sign of not more than one (1) square foot in size or one temporary real estate sign of not more than six (6) square feet in size. All signs shall conform to the regulation pertaining thereto in the County and City Ordinances where the Lot is located.

Section 7. Building Materials. Only finished materials such as brick, stucco, painted siding, block, wood, glass and stone shall be used for the exterior surfaces of the buildings and structures on the side or sides exposed to the street. All homes, buildings and structures shall remain the same color as was originally approved in the plans and specifications submitted to the Architectural

Control Committee. In the event that an Owner wishes to make any changes in the color of exterior areas, such changes must be approved by the Architectural Control Committee.

Section 8. Antennae. All satellite dishes must be located in the rear of the home or in a location approved by the Architectural Control Committee. All satellite dishes must conform to current Federal Communication Commission guidelines. All other radio or television antennae must be mounted in the attic of the residence and obscured from view.

Section 9. Easements. The easements for installation and maintenance of utilities and drainage facilities and for the Common Areas are reserved as shown in the Public Records of Lake County, Florida. No structure, fence, or other material shall be placed or permitted to remain with the easements, except those improvements placed within the easements by action of the Association, which would include, but are not limited to, bikeways, sidewalks, or other such improvements. Notwithstanding the foregoing, no structure, fence, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easement, or which may interfere with the Association facilities. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, or a utility company is responsible, and except those grass areas over utility easements and Common Areas to be maintained by the Association.

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 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 St. Johns River Water Management District permit, and City of Clermont. 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 St. Johns River Water Management District.

Section 10. Setback Lines and Size of Building. All buildings erected or constructed on Lots as a dwelling shall have a minimum of 1500 square feet of air conditioned living area exclusive of garages, porches and covered entry ways. Additionally, the roof pitches shall be 6:12 or steeper and all roof shingles shall be of architectural design, dimensional and specifically No. 3 tab shingles shall be allowed. All setback requirements shall conform to the City of Clermont requirements.

Where two or more Lots are acquired and used as a single building site by one Owner, the side lot lines shall refer only to the lines bordering on the adjoining property. The Developer, or the Board of Directors, shall have the authority to set aside, delete and cancel all easements along the side lot lines on adjoining Lots in order to allow the Lot Owner to combine two Lots for a single building lot.

Setback lines for corner Lots and odd-shaped Lots shall be as near as possible as set out above, except that variations may be authorized by the Developer, Board of Directors or Architectural Control Committee at the time plans for buildings are approved, and a copy of such plans, including the plot plan, or a record of the variance, may be kept on file by the Developer to establish the setback lines as approved.

The method of determining square foot area of proposed building and structures, or additions and enlargements thereto, shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patios and terraces shall not be taken into account in calculating the minimum square foot area required.

Section 11. Offensive Activity. No noxious or offensive activity shall be carried on, or upon, the Property, or additions to the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community. There shall not be maintained any plants, animals, or devices, or thing of any sort, whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, illegal, or of a nature which may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and further, all domestic animals shall be either kept on a leash, or kept within an enclosed area.

Section 12. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Developer or Association shall have the right to enter upon any residential Lot on which a residence has not been constructed, after thirty (30) days notice to the Lot Owner by the Developer or Association, and the failure of the Lot Owner to reply. Such entry may 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. The Association and its agents may likewise enter upon such Lot to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions of this Section shall not be construed as an obligation on the part of the Developer or Association to mow, clear, cut, or prune any Lot, nor to provide garbage or trash removal service.

Section 13. Outbuildings. No freestanding outbuildings are permitted to be placed on a Lot without the prior written consent of the Architectural Control Committee.

Section 14. Trailers. No mobile home, semi-trailer, tractor trailer, trucks (other than light pick-up and utility van trucks, not exceeding one (1) ton capacity), tent, barn or other similar outbuilding or structure shall be placed or parked on any Lot or street at any time, either temporarily or permanently, except in a closed structure or garage. Temporary shall mean not to exceed 48 hours. This provision shall not apply to any temporary construction trailer owned by a builder, placed upon the Lot for the purpose of a temporary facility during the course of construction.

Section 15. Boats, Boat Trailers and Recreational Vehicles. Boats, Boat Trailers and Recreational Vehicles must be parked or placed on cement pad installed especially for that vehicle, located at the rear of the residence, and screened from view with fencing approved by the Architectural Control Committee. The location for placement of the parking pad must be requested in writing by the Lot Owner and be pre-approved in writing by the Developer, Board of Directors or Architectural Control Committee.

Section 16. Garbage Containers, Oil and Gas Tanks, Air-Conditioners, Swimming Pool Equipment and Storage Receptacles. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment and housing, or other such containers or equipment must be installed in the main dwelling, the accessory building, within a screened area, buried underground or placed in walled in areas so that they shall not be visible from any street or adjacent properties, and adequate landscaping shall be installed and maintained by the Lot Owner. Entrances to utility and storage rooms shall not be visible from any street or adjacent properties.

All air-conditioning units shall be shielded and hidden so that they shall not be visible from any street, or adjacent properties. Wall air-conditioning units shall be permitted only after prior written approval by Developer, Board of Directors, or Architectural Control Committee. Window air-conditioning units shall not be permitted under any circumstance.

Section 17. Clothes Lines. No exterior clothes lines are permitted.

Section 18. House Trailers, Mobile Homes, Modular Homes. No structure of any kind commonly known as house trailers, mobile homes, modular homes, earth or geodesic dome homes or other prefabricated package home shall be erected or permitted on any Lot or portion thereof.

Section 19. Roofs. Roofs shall have a minimum pitch of 6/12. Flat roofs on screened porches, Florida Rooms or utility rooms shall not be permitted unless located to the rear of the building and first approved in writing by the Developer, Board of Directors, or Architectural Control Committee.

Notwithstanding the foregoing, a mansard roof, or a flat roof, located elsewhere than to the rear of the building may be permissible if first approved in writing by the Developer, Board of Directors, or Architectural Control Committee.

Section 20. Utility Connections. All electric, telephone, gas, or other utility connections must be installed underground.

Section 21. Height Limitation. No improvement on residential property shall exceed thirty-five (35) feet in height as measured from the finished grade of the first floor to the roof peak at its highest point.

Section 22. Mailboxes. The location and type of mailbox must be approved in writing by Developer, Board of Directors, or Architectural Control Committee prior to installation. All mailboxes must be maintained in good condition, as determined by the Developer, Board of Directors, or Architectural Control Committee.

Section 23. Lawns. All areas not covered by buildings, structures, walkways, or paved parking facilities shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting streets, or to the waterline of any abutting lakes or canals. Lawns must be sodded and each Lot shall have an irrigation system installed. No stone, gravel, or paving of any type, shall be used as a lawn, unless approved as part of the landscaping plan.

Section 24. Landscaping. Landscaping as required and as shown on the approved final landscape plan shall be completed at the time of completion of the building as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing authority.

Section 25. Driveways and Parking Strips. No gravel, blacktop, or paved parking strips are allowed. Driveways must be constructed with materials as approved in writing by Developer, Board of Directors or Architectural Control Committee.

Section 26. Fences and Hedges. All fences constructed on any Lot must first be approved by the Developer, Board of Directors or Architectural Control Committee, as to height, size, location, materials and design. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of adjoining property, and no hedge or shrubbery abutting the property lines shall be permitted with a height of more than six (6) feet without prior written approval by Developer, Board of Directors, or Architectural Control Committee. Perimeter walls shall not be permitted.

Section 27. Refusal of Approval. Refusal of approval of any plan or plans, specifications, location and plot plan by the Developer, Board of Directors, or Architectural Control Committee may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the Developer, Board of Directors, or Architectural Control Committee.

Section 28. Other Restrictions. The Architectural Control Committee shall have the authority, from time to time, to include within its promulgated Residential Planning Criteria other reasonable restrictions regarding such matters as for-sale signs, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutter easements, games and play structures, swimming pools, sight distance at intersections, utility connection, television antennae, driveway construction and such other reasonable restrictions as it shall deem appropriate; provided, however that such additional restrictions shall not be in conflict with other restrictions and easements provided in this Declaration. The foregoing matters are shown by way the authority of the Architectural Control Committee to promulgate and enforce such Residential Planning Criteria. Once the Architectural control Committee promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein, until the Architectural Control Committee modifies, changes, or promulgates new restrictions, or the Board of Directors of the Association modifies, or changes restrictions set forth by the Architectural Control Committee.

ARTICLE IX Additional Stages

Section 1. Additions to the Property. Additional land may be bought within the jurisdiction and control of the Association and, except as specifically hereinafter provided for, subject to all the terms of this Declaration as if part of the Property, provided such is done within ten (10) years from the date this instrument is recorded.

(a) The Developer from time to time may, in its sole discretion, cause such additional lands to become subject to the Declaration; but, under no circumstances shall Developer be required to make such additions.

(b) The real property to be added to the Property and to become subject to this Declaration shall be developed and platted in such a manner to provide for the preservation of the values and amenities of the Property with reasonable portions of said additional real property set aside for roads, open space, green belt areas and other common facilities as may be designated on such plats.

Section 2. Procedures for Additions to the Property. Such additions to the Property may become subject to this Declaration by any one of the following procedures:

(a) Additions in Accordance with a General Plan of Development.

The Developer, his successors and assigns, shall have the right to bring within the scheme of this Declaration additional Property in future stages of the development, provided that such additions are in accordance with a general plan of development. Such general plan of development shall show the proposed additions to the Property and contain (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of Common Property proposed for each state; (3) the general nature of proposed common facilities and improvements; and (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses. Unless otherwise stated therein, such general plan shall not bind the Developer, his successors and assigns, to make the proposed addition to or adhere to the Plan in any subsequent development of the land shown thereon and the general plan shall contain a conspicuous statement to this effect.

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

Section 3. General Provisions regarding Additions to this Property.

(a) The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary 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 Property and as are not inconsistent with the scheme of this Declaration.

(b) Regardless of which of the foregoing methods is used to add additional property to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Property as to the utilization of the Common Property as established hereunder except to grant to the Owners of the Additions to the Property being added the right to use

the Common Property according to the terms and conditions as established hereunder, and the right to proportionately change voting rights and assessments.

ARTICLE X
General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce by judicial proceedings, all restrictions, conditions, covenants, reservations, liens and charges, nor or hereafter imposed, by the provision of this Declaration. Failure by the Association, or by an Owner, to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in an action brought to enforce any provision of this Declaration shall be entitled to recover attorney fees for trial and appeal and court costs for the same.

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.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded to be effective.

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.

Section 4. No Subdivision. None of the Lots shall be divided or sold except as a whole, without the prior written approval of the Developer or Association and no additional streets shall be constructed on or across any Lot without the prior written approval of the Developer or Association.

Section 5. Utility Easements. There is hereby reserved for the purpose of installing and maintaining private, government and public utility facilities and improvement district facilities, and for such other purposes incidental to the development of the Property, those easements to be shown upon the plat of COLLEGE PARK which is to be recorded, each easement being designated "Utility Easement", and there is also hereby reserved easements and rights-of-way for constructing anchor guys for electric and telephone poles, as shown on the plat of COLLEGE PARK to be recorded, and there is hereby reserved for a term of twenty (20) years from the date of this instrument by the developer, its successors and assigns, full free right and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, gas and electric lines, communication lines, and such other and further private or

public service facilities as Developer may deem necessary along, through, in, over and under a strip of land twelve (12) feet in width, but being only six (6) feet in width on any Lot, defined as being six (6) feet (as measured at right angles) from all sides, front and rear lot lines in the aforesaid Subdivision, except there is no utility easement reserved across any lakefront of a Lot. The Developer will cause to be recorded, from time to time, various declarations of easements, setting forth the location of all said easements, under the rights herein reserved and this right, except for the recorded easements, shall terminate in twenty (20) years.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 24 day of JULY, 2001

WITNESSES:

DEVELOPER:

BANYAN CONSTRUCTION AND DEVELOPMENT, INC.

By

Linda M. Topping
[Signature]

[Signature]

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 24 day of July, 2001, by F. M. GAMMON, Vice President of BANYAN CONSTRUCTION AND DEVELOPMENT, INC., who is personally known to me.

Linda M. Topping
Notary Public

[Banyan\CollegePark\Cov&Rest.6D]
(July 24, 2001)



"EXHIBIT A"

Description:

Commence at the Southeast corner of the Southeast 1/4 of Section 21, Township 22 South, Range 26 East, Lake County, Florida, thence run North 00°02'14" West along the East line of the said Southeast 1/4 of Section 21 a distance of 1108.81 feet to the centerline of proposed North Hancock Road; thence departing said centerline run North 89°20'39" West a distance of 50.00 feet to the West right-of-way line of said proposed Hancock Road and North right-of-way line of proposed Oakley Seaver Boulevard; thence continue North 89°20'39" West a distance of 60.00 feet to POINT OF BEGINNING; thence run North 00°02'14" West parallel with the said West right-of-way line of proposed Hancock Road a distance of 372.24 feet; thence run North 89°57'47" East a distance of 32.50 feet; thence run North 00°02'14" West parallel with said West right-of-way line of proposed Hancock Road a distance of 400.00 feet; thence run South 89°57'46" West a distance of 16.00 feet; thence run North 00°02'14" West parallel with said proposed right-of-way line a distance of 20.74 feet to the point of curvature of a tangent curve concave Westerly having a radius of 906.50 feet; thence run Northerly along said curve parallel with said right-of-way line through a central angle of 16°00'05" an arc length of 253.16 feet; thence run South 73°57'41" West a distance of 17.00 feet to the point of curvature of a non-tangent curve concave Westerly, having a radius of 889.50 feet and a chord bearing of N 21°45'59" W; thence run Northerly parallel with said proposed right-of-way line through a central angle of 11°27'29" an arc length of 177.88 feet; thence run North 62°30'17" East a distance of 17.00 feet to the point of curvature of a non-tangent curve concave Westerly, having a radius of 906.50 feet and a chord bearing of N 33°13'35" W; thence run Northwesterly along said curve parallel with said proposed right-of-way line through a central angle of 11°27'34" an arc length of 181.30; thence run North 51°02'43" East a distance of 13.50 feet to the point of curvature of a non-tangent curve concave Westerly, having a radius of 920.00 feet and a chord bearing of N 47°33'01" W; thence run Northwesterly along said curve parallel with said proposed right-of-way line through a central angle of 17°11'19" an arc length of 276.00 feet; thence run North 33°51'19" East a distance of 16.50 feet to the point of curvature of a non-tangent curve concave Southerly, having a radius of 936.50 feet and a chord bearing of N 64°21'33" W; thence run Northwesterly along said curve parallel with said proposed right-of-way line through a central angle of 16°25'45" an arc length of 268.54 feet to a point of tangency; thence run North 72°34'26" West parallel with said proposed right-of-way line a distance of 20.06 feet; thence run South 17°29'40" West for a distance of 129.46 feet to a point on a non-tangent curve concave to the South, having a radius of 695.00 feet, and a chord bearing of North 73°38'59" W; thence run along the arc of said non-tangent curve for a distance of 27.76 feet through a central angle of 02°17'18"; thence run South 74°47'38" East for a distance of 26.45 feet; thence run South 15°12'22" West for a distance of 60.00 feet; thence run South 14°05'20" West for a distance of 130.02 feet; thence run S74°47'38" East for a distance of 50.75 feet; thence run South 26°03'49" West for a distance of 76.58 feet; thence run South 45°46'48" West for a distance of 187.52 feet; thence run South 29°13'40" West for a distance of 111.08 feet; thence run South 12°39'46" West for a distance of 109.81 feet; thence run South 05°16'33" East for a distance of 112.01 feet; thence run South 43°18'43" West for a distance of 50.87 feet; thence run South 46°46'11" East for a distance of 38.74 feet; thence run South 44°57'23" West for a distance of 190.00 feet to the beginning of a non-tangent curve concave to the Southwest, having a radius of 1160.00 feet, and a chord bearing of South 44°36'56" E; thence run Southeasterly along the arc of said non-tangent curve for a distance of 17.34 feet through a central angle of 00°51'23"; thence run South 45°48'45" West for a distance of 130.00 feet to the North right of way line of proposed Oakley Seaver Boulevard and the beginning of a non-tangent curve concave to the Southwest, having a radius of 1030.00 feet and a chord bearing of South 37°54'12" E; thence run Southeasterly along the arc of said non-tangent curve and said North right of way line for a distance of 225.93 feet to a point of reverse curvature of a curve concave to the Northeast, having a radius of 870.00 feet and a chord bearing of South 60°28'55" E; thence run Southeasterly along said proposed North right of way line and the arc of said reverse curve for a distance of 876.51 feet through a central angle of 57°43'29" to a point of tangency; thence run South 89°20'39" East along said proposed North right of way line for a distance of 405.27 feet to the Point of Beginning.

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