

LAKEVIEW POINT

COVENANTS AND RESTRICTIONS

This instrument prepared by
and should be returned to:

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**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR
LAKEVIEW POINTE**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKEVIEW POINTE (hereinafter referred to as the "Declaration") is made as of this 30th day of September, 2004, by KB HOME ORLANDO, LLC, a Delaware limited liability company, whose address is 8403 S. Park Circle, Suite 670, Orlando, Florida 32819 (hereinafter the "Declarant"), which declares hereby that the "Properties" described in Article II of this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I.
DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Additional Properties" shall mean and refer to those lands, being more particularly described on Exhibit "A" attached hereto, which are not initially included among the Properties encumbered hereby, but which may be included among the Properties in the future upon Declarant's execution and recordation of a Supplemental Declaration in accordance with Article II below.

1.2 "Articles" means and refers to the Articles of Incorporation of the Lakeview Pointe Homeowners' Association, Inc., a Florida corporation not for profit.

1.3 "Assessment" means and refers to a share of the funds required for payment of the expenses of the Association, which funds shall be assessed against a Lot Owner from time to time.

1.4 "Association" means and refers to Lakeview Pointe Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.5 "Board of Directors" means and refers to the board of directors of the Association.

1.6 "Bylaws" means and refers to the Bylaws of the Association.

1.7 "Common Area" means and refers to all real property and all personal property owned by the Association within easements or tracts of land, if any, shown or drawn on the Plat as owned or to be owned by the Association for the common use, enjoyment and benefit of the Owners and all property designated as common areas in any future recorded Supplemental Declaration (but not including any tract dedicated on the Plat to the City of Clermont or another public utility provider) together with the landscaping and any improvements thereon, including, without limitation, all structures, open space, conservation areas, retention areas, masonry walls, walkways, entrance markers, signs, private Streets and Street lights, if any, but excluding any public utility installations thereon.

1.8 "Declarant" means and refers to KB HOME ORLANDO, LLC, a Delaware limited liability company and its successors and assigns by virtue of such written instruments assigning the rights and obligations of Declarant hereunder which are recorded in the Public Records of Lake County, Florida. A Lot purchaser, Lot Owner or Lot mortgagee shall not be deemed to be the Declarant by the mere act of purchase or mortgage of a Lot.

1.9 "Declaration" means and refers to this Declaration of Conditions, Covenants, Easements, and Restrictions for LAKEVIEW POINTE as recorded in the Public Records of Lake County, Florida, and as the same may be amended from time to time.

1.10 "Drainage Easements" means and refers to the drainage easements declared and reserved on the Plat.

1.11 "Entitled To Vote" means and refers to that Lot Owner who shall cast a vote for a Lot at an Association meeting. If more than one person or legal entity shall own any Lot, the Owners thereof shall determine among themselves who shall be the Member Entitled To Vote. Said determination shall be manifested upon a voting certificate, signed by all Owners of said Lot, and given to the Association Secretary for placement in the Association records. Notwithstanding anything contained herein to the contrary, all Lot Owners, whether or not Entitled To Vote, are assured of all other privileges, rights, and obligations of Association membership and shall be Members of the Association. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residence constructed thereon is Entitled To Vote for purposes hereof, unless and until any of said parties obtain or receive fee simple title to such Lot.

1.12 "Institutional Lender" or "Institutional Mortgagee" means and refers to a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, or any other generally recognized institutional-type lender or its loan correspondent, the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the Federal Housing Administration (FHA) or the Veteran's Administration (VA) and to any successor or assignee thereof.

1.13 "Lot" means and refers to any parcel of land as shown on the Plat of the Properties which Lot is intended to have a single family dwelling unit constructed thereon and any other

property hereafter declared as a Lot by the Declarant and thereby made subject to this Declaration.

1.14 "Member" means and refers to all those Owners who are Members of the Association as provided in Article III hereof.

1.15 "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties.

1.16 "Plat" means and refers to the plat of LAKEVIEW POINTE, as recorded among the Public Records of Lake County, Florida, and more particularly described in Section 2.1 below, together with any plat of additional land made subject to this Declaration and to the jurisdiction of the Association.

1.17 "Properties" means and refers to all of the properties as described in Section 2.1 of this Declaration, and additions thereto, as are now or hereafter made subject to this Declaration and to the jurisdiction of the Association, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

1.18 "Residence" means and refers to any residential building constructed on a Lot for which a certificate of occupancy has been duly issued.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS THERETO

2.1 Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Lake County, Florida, and is more particularly described as follows:

LAKEVIEW POINTE, according to the Plat thereof, as recorded in Plat Book 52, Pages 52 through 56, of the Public Records of Lake County, Florida.

all of which real property, and all additions thereto, is herein referred to collectively as the "Properties".

2.2 Supplements. So long as the Class B membership (as herein defined) shall exist and without the prior approval by the Federal Housing Administration or Veteran's Administration, Declarant may from time to time bring all or any portions of the Additional Properties under the provisions hereof by recorded Supplemental Declarations (which shall not require the consent of then existing Owners or the Association, or any mortgagee) and thereby add to and include all or such portions of the Additional Properties as part of the Properties subject to this Declaration. To the extent that additional real property shall be made a part of the Properties as a common scheme, reference herein to the Properties should be deemed to be a reference to all of such additional property where such reference is intended to include property other than that legally described above.

Nothing herein, however, shall obligate the Declarant to add to the initial portion of the Properties.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, shall acknowledge the authority of the Association as herein stated, and shall agree to abide by and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association. Notwithstanding anything else to the contrary set forth in this Section 3.1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall be appurtenant to each Lot and may not be separated from ownership of said Lot. The record titleholder to each Lot shall automatically become a Member of the Association and shall be assured of all rights and privileges thereof upon presentation of a photostatically or otherwise reproduced copy of said Owner's deed to the Association Secretary for placement in the records of the Association. To the extent that said deed shall pass title to a new Lot Owner from an existing Lot Owner, membership in the Association shall be transferred from the existing Lot Owner to the new Lot Owner. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residence constructed thereon be a Member of the Association unless and until any of said parties obtain or receive fee simple title to such Lot.

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

Class A. Class A Membership shall be all the Owners of Lots (except the Declarant and its successors and assigns as long as the Class B membership shall exist, and thereafter, the Declarant and its successors and assigns shall be Class A Members to the extent each would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised only by that one person who is Entitled To Vote. In no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to eight (8) votes for each Lot owned by the Class B Member. All voting rights of Class B Membership shall be freely transferable, subject to this Declaration, to third parties. The Class B membership shall cease and terminate upon the earlier to occur of the following: (i) ten (10) years from the date of recording of this Declaration; (ii) at such time when the votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership or (iii) sooner at the election of the Declarant (but only if KB HOME ORLANDO, LLC consents in writing to the transfer during any period of time during which KB HOME ORLANDO, LLC, is the holder of all or any portion of the Declarant's voting rights, which consent shall not be unreasonably withheld), whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association. Upon termination of the Class B membership as provided for herein, the Class B membership shall convert to Class A membership with voting strength as set forth above for

Class A membership.

3.3 Assignment of Voting Rights. For as long as the Declarant is a Class B Member, Declarant shall have the specific right to delegate all voting rights of the Class B Membership to a builder specializing in the development and building of residential homes upon multiple Lots within the Properties.

3.4 General Matters. When reference is made herein, or in the Articles, Bylaws, Association Rules and regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members Entitled To Vote and not of the Members themselves.

ARTICLE IV. PROPERTY RIGHTS IN THE COMMON AREAS; OTHER EASEMENTS

4.1 Members' Easements. Each Member, and each tenant, agent and invitee of such Member or tenant, shall have a nonexclusive permanent and perpetual easement over and upon the Common Area for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents and invitees, in such manner as may be regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

A. The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Area and facilities and providing services to Owners in compliance with the provisions of this Declaration and with the restrictions on the Plats covering the Properties, as recorded from time to time;

B. The right of the Association to suspend the Owner's voting rights for the nonpayment of Assessments against the Owner's Lot, which Assessments are delinquent in excess of ninety (90) days;

C. The right of the Association to suspend the Owner's use of the Common Area for a period not to exceed sixty (60) days and/or to levy fines against the Owner in accordance with Section 7.1 hereof in response to any infraction of lawfully adopted and published rules and regulations of the Association;

D. The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Lots and Common Area and all facilities at any time situated thereon, 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; and

E. The right to the use and enjoyment of the Common Area and facilities

thereon shall extend to all permitted user's immediate family who reside with him, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

4.2 Easements Appurtenant. The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Lot.

4.3 Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as required, the Common Area, together with the paving, drainage structures, walls, lighting fixtures and appurtenances, landscaping, sprinkler systems, entrance markers, signs, improvements and other structures installed by the Declarant or the Association situated on the Common Area, if any, with all such work to be done as ordered by the Board of Directors of the Association. In order to maintain, manage and operate the Common Area, and such appurtenances as are described above, the Association shall have the right and authority to enter into such contracts or agreements as the Board of Directors of the Association deem appropriate. Maintenance of any lighting fixtures shall include and extend to payment for all electricity consumed in their illumination.

Each Owner shall be responsible for the maintenance, replacement, and repair of all walls, gates, paving, structures and improvements located on his Lot, other than those specifically provided to be maintained by the Association.

4.4 Utility Easements. The Association shall have the right to grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties and the provision of services thereto. In addition, easements over, upon, under, through and across the Common Area are reserved to the Association and the Declarant, and may be declared or granted from time to time by the Declarant during any period that the Declarant shall own at least one (1) Lot, for such further utility, egress, ingress, or drainage easements over and across the Properties as may be required from time to time to serve any other or additional lands during the course of development of same, whether such additional lands become subject to the jurisdiction of the Association and part of the Properties or not. Regarding any easement declared by the Declarant, the joinder of the Association or any Lot Owner or Lot Owner's mortgagee shall not be required.

4.5 Drainage Easements. Drainage Easements have been declared and reserved as shown on and created by the Plat. Each Owner of any Lot encumbered by a Drainage Easement upon which a drainage swale is located shall be solely responsible for the repair, replacement, and maintenance of such drainage swale. Alteration, obstruction or removal of any drainage swales or drainage control facilities or structures is expressly prohibited. In the event any Owner fails to repair, replace and maintain any drainage swales, or alters or obstructs any piping, drainage swales, facilities or structures, the Association may repair, replace and maintain such drainage swales, facilities and structures and assess such Owner for the costs and expenses incurred in order to accomplish the foregoing. Each Owner hereby grants an easement and license to the Declarant and the Association over, upon and across such Owner's Lot in order to facilitate and accomplish the

foregoing. Further, no Owner shall place, erect or construct any improvements or otherwise permit anything to occur within any Drainage Easement area which would in any way effect said Drainage Easement or any swale, pipe or drainage control facility or structure located therein or thereon, unless, in the event of construction of any improvements, such improvements have been approved by Declarant or the Architectural Review Board (as hereinafter defined).

Ownership. As shown on the Plat, certain of the Common Area is to be owned by the Association for the joint and several use, in common, of the Owners of all Lots that may from time to time constitute part of the Properties and such Owners' tenants, guests and invitees. Prior to conveyance of any Lot to a Class A Member, which is financed by a mortgage insured by HUD, FHA and/or VA, the Common Area shall be conveyed to the Association free of all liens and encumbrances except taxes for the year of conveyance, matters set forth on the Plat and those exceptions common to the Properties, which shall accept such conveyance. Beginning on the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Area (whether or not then conveyed or to be conveyed to the Association), and such maintenance to be performed in a continuous and satisfactory manner. It is intended that all real estate taxes and Assessments, if any, assessed against that portion of the Common Area owned or to be owned by the Association shall be proportionally assessed against and payable as part of the taxes of the Lots within the Properties. 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 this Declaration is recorded.

The Common Area cannot be mortgaged or conveyed without the approval of two-thirds (2/3) vote of the Members (with no distinctions between classes) voting at an annual or special meeting of the membership of the Association.

4.7 Declarant Offices. Notwithstanding anything herein to the contrary, but subject to approval by the applicable government entities, if required by its laws and ordinances, the Declarant and/or its designated builders shall have the specific right to maintain upon any portion of the Properties (exclusive of Lots which have been conveyed to other Owners) sales, administrative, construction or other offices without charge, and appropriate easements of access and use are expressly reserved unto the Declarant and its successors, assigns, employees and contractors, for this purpose.

4.8 Provision of Services. The Association is authorized, but shall not be required, to enter into agreements with service providers for the furnishing to all Lots and to all other appropriate locations on the Properties, cable or similar services for television, radio and other communication services, security systems, fire alarm systems and other similar systems and amenities.

4.9 Costs of Work and Services. All work performed and services provided pursuant to this Article and all expenses incurred hereunder shall be paid for by the Association through Assessments (either general or special) imposed in accordance herewith. No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Area or Lots, abandonment of

the right to use the Common Area, or by declining or refusing to utilize services provided by the Association.

ARTICLE V.
ASSOCIATION-COVENANT
FOR ASSESSMENTS

Creation of the Lien and Personal Obligations of the Assessments. Except as provided elsewhere herein, the Declarant (and each party joining in this Declaration or in any Supplemental Declaration), for all Lots within the Properties, hereby covenant and agree, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association the Working Capital Reserve Charges, Transfer Fees, annual Assessments or charges for the maintenance, management, operation and insurance of the Common Areas and other properties that may be otherwise used for the benefit of the Properties as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, capital improvement Assessments, as provided elsewhere herein and all other charges and Assessments hereinafter referred to, all such Assessments to be fixed, established and collected from time to time as herein provided. In addition, individual Assessments may be levied against particular Owners and Lots for expenses incurred against particular Lots and/or Owners to the exclusion of others. The Working Capital Reserve Charges, Transfer Fees and the annual, special and other Assessments, together with such interest thereon, attorneys fees and other costs of collection thereof, and any applicable late fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. The Working Capital Reserve Charges and Transfer Fees, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Buyer of such property. Each Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the Assessment fell due. Except as provided herein with respect to individual Assessments which may be imposed on one or more Lots and Owners to the exclusion of others, and with respect to Assessments payable by the Declarant, all Assessments imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

5.2 Purpose of Assessments. The regular Assessments levied by the Association shall be used exclusively for maintenance, repair, renovation, and construction upon the Common Area and Drainage Easements, the maintenance and repair of such other properties as may be used for the benefit of the Properties, as specifically provided herein, capital improvements, reserves, operating costs of the Association, to pay any service provider for the cost of cable television, radio or other communication service, fire alarm, security alarm, or similar service, which is uniformly provided to all Lots without separate charge to the recipient, and to promote the health, safety, welfare and aesthetics of the Members of the Association and their families residing with them, their guests and tenants, all as provided for herein.

5.3 Working Capital Reserve Charge and Transfer Fee. Upon each closing of the sale of a Residence from the Declarant or a builder, the buyer of such Residence shall pay to the Association the sum of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00), as a contribution to the working capital of the Association (the "Working Capital Reserve Charge"). Upon each closing of a subsequent sale of a Residence from an Owner (other than the Declarant or a builder) to a buyer, the buyer shall pay to the Association a transfer fee (the "Transfer Fee") of \$25.00. Said amounts shall not be considered as advance payments of annual Assessments. Declarant and builder(s) shall be exempt from paying any Working Capital Reserve Charges and Transfer Fees. In addition, upon each closing of the sale of a Residence from the Declarant or a builder, the buyer of such Residence shall pay the amount of the Association's current annual Assessment as a prepayment for the first year of dues.

5.4 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual Assessment (not including special and other assessments per Lot per annum shall be established by the Board of Directors, in its sole and absolute discretion.

A. 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 by the amount of thirty percent (30%) or less of the maximum Assessment for the previous year without approval of the Members.

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 by an amount greater than thirty percent (30%) above the maximum Assessment for the previous year, as hereinabove provided, upon approval of a two-thirds (2/3) vote of the Members present (in person or by proxy and with no distinction between classes) and voting at a meeting duly called for such purpose.

5.5 No Assessments on Declarant. As referenced in Section 5.3 here, there shall not be imposed on any Lot owned by Declarant any individual Lot Assessment, special Assessment, Working Capital Reserve Charge or other charge provided for herein because Declarant is obligated to pay any deficits of the Association.

5.6 Exterior Maintenance. The Owner of each Lot shall be obligated to (i) install, maintain in good working condition and, if necessary, replace an irrigation system on such Owner's Lot and (ii) install and at all times maintain any appropriate variety of sod on all portions of said Lot to be covered by grass on such Owner's Lot. The Owner of each Lot shall maintain the exterior of the Residence and the Lot (including, but not limited to, all sod, all landscaping and an irrigation system) at all times in a neat and attractive manner and as provided elsewhere herein. Upon the Owner's failure to do so, or to comply with other provisions of this Declaration, the Association may at its option, after giving the Owner fifteen (15) days' prior written notice sent to his last known address, or to the address of the subject premises, perform such reasonable maintenance and make such repairs as may be required to restore the neat and attractive appearance of the Lot and the

exterior of the Residence located thereon or to comply with other provisions of this Declaration. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an individual Assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole absolute discretion. Declarant, the Association and any and all officers, directors, employees and agents and the Members shall have no liability to the Owner, whether for trespass or otherwise, as a result of such entry upon the Lot, or for any actions taken pursuant to this Section.

5.7 Capital Improvements. Funds which are necessary for the addition of improvements relating to the Common Area or other properties used for the benefit of the Properties and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as special Assessments only upon approval by two-thirds (2/3) vote of the Members present (in person or by proxy and with no distinction between classes) and voting at a meeting duly called for such purpose.

5.8 Notice and Quorum for Any Action Authorized Under Sections 5.4 and 5.7. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5.4 or 5.7 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 thirty percent (30%) 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.

5.9 Date of Commencement of Annual Assessments; Due Dates. The annual Assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The annual Assessments shall be payable in advance in quarterly installments or by such other periodic installments as may be imposed in the discretion of the Board of Directors of the Association. At the time of the closing of the sale of any Lot (except for the sale of a Residence from the Declarant or a builder), the purchaser thereof shall pay to the Association an amount equal to the lesser of: (i) the full annual Assessment multiplied by a fraction, the numerator of which is the number of days remaining in the year of closing (including the date of closing) and the denominator of which is 365 or (ii) the portion of the full annual Assessment otherwise due and owing for the remainder of the year. The due date of any special Assessment shall be fixed in the Board resolution authorizing such Assessment.

5.10 Certain Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the Assessment against each Lot subject to the Association's jurisdiction for each Assessment period, to the extent practicable, at least thirty

(30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto at least thirty (30) days prior to the date for payment of the first installment thereof, except as to emergency Assessments. Subject to other provisions hereof, the Association shall, upon demand at any time, furnish to any Owner liable for an Assessment a certificate in writing signed by an officer of the Association, setting forth whether such Assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any Assessment to the Association therein stated to have been paid. The Association may charge a reasonable fee for such certificate. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of the Declarant) for management services or for other services beneficial to the Association or the proper operation and maintenance of the Properties. The Association shall have all other powers provided elsewhere herein, in its Articles of Incorporation and its Bylaws.

5.11 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the Assessments (or installments), whether general or special, are not paid on the date(s) when due, then such Assessments (or installments) shall become delinquent (and, at the option of the Declarant, all general Assessments and special Assessments attributable to the Lot for the existing fiscal year shall be accelerated and shall become immediately due and payable) and shall, together with late charges, bear interest at the maximum legally allowable rate and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property. Each Assessment against a Lot shall also be the personal obligation of the Owner at the time the Assessment falls due.

If any installment of an Assessment is not paid within thirteen (30) days after the due date, at the option of the Association, a late charge not greater than TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) in each calendar month may be imposed and all such sums shall bear interest from the dates when due until paid at the highest lawful rate and the Association may bring an action at law against the Owner(s) personally obligated to pay the same and/or may record a claim of lien against the Lot on which the Assessments and late charges are unpaid and may foreclose the lien against the Lot on which the Assessments and late charges are unpaid, and/or may pursue one or more of such remedies at the same time or successively. The Association shall also have the right to recover its attorneys' fees (including paralegal fees) and costs, including without limitation costs and expenses for consultation with an attorney because any such sums have not been paid, and costs and expenses charged by such attorney for services related in any way to the failure by an Owner to pay such sums (such as without limitation fees for telephone calls, preparation of correspondence, attendance at meetings, etc.), whether or not suit is filed. Further, in addition to the foregoing, in the event suit is filed, the Association shall have the right to recover all attorneys' fees, paralegals' fees and costs incurred before trial, at trial and upon all appellate levels.

In addition to the rights of collection stated above, if any installment of an Assessment is not paid within thirty (30) days after the due date, the Board of Directors of the Association may

impose a fine on the Lot for which the Assessment was not paid (and the fine shall also be the personal obligation of the Owner). The fine shall be imposed by the Board of Directors at a duly called meeting in accordance with the Bylaws of the Association, and notice of the fine shall be sent to the Owner by certified mail, return receipt requested, postage prepaid. The Owner may appeal the fine to the Board of Directors in accordance with reasonable procedures prescribed by the Board of Directors from time to time. The determination of the Board of Directors with respect to any such appeal shall be final.

If any such fine is not timely paid, then the fine, together with reasonable costs of collection thereof as provided herein, shall, at the option of the Association, become a continuing lien on the Lot which shall bind such Lot. Additionally, the fine shall also be the personal obligation of the Owner at the time the fine is assessed.

The Association may, at its option, bring an action at law against the Owner personally obligated to pay the fine or may record a claim of lien against the Lot for which the fine is unpaid, and may foreclose the lien against the Lot on which the fine is unpaid, or may pursue one or more such remedies at the same time or successfully.

Any and all persons acquiring title to or an interest in a Lot as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Area until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all Assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 5.13 of this Article.

It shall be the legal right of the Association to enforce payment of the Assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

In addition to the rights of collection of Assessments, late charges, and fines stated in this Section, the Association has the right to suspend an Owner's voting rights for any Assessment against the Owner's Lot when payment of the Assessment is delinquent in excess of sixty (60) days.

5.12 Subordination of the Lien. The lien of the Assessments provided for in this Article shall be subordinate to the lien of any first mortgage to any Institutional Lender and which is now or hereafter placed upon any property subject to Assessment; provided, however, that any such mortgagee when in possession of any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among, payable by

and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

5.13 Collection of Assessments. The Association shall collect the Assessments of the Association.

5.14 Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this Declaration, the Articles or the Bylaws, for as long as (i) Declarant or its successors and assignees is the Owner of any Lot on which a Residence has not yet been constructed, and (ii) Declarant has Class B voting rights, in lieu of payment of the full Assessments for each such Lot, Declarant or its successors and assignees shall pay the amount of any deficits incurred by the Association for expenses incurred in excess of the amounts collected as Assessments. For purposes hereof, the existence, or nonexistence of a deficit for the Association shall be determined on cash basis accounting basis instead of an accrual basis. At the earlier of the time (i) Declarant has turned over the Association and no longer has Class B voting rights or (ii) Declarant has sold and conveyed all its Lots in the Properties, Declarant shall not have further liability for funding any deficits of the Association.

ARTICLE VI CERTAIN RULES AND REGULATIONS

6.1 Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. No business, commercial, industrial, trade, professional or other non-residential activity or use of any nature or kind shall be conducted on any Lot. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Residence. Temporary uses by Declarant or its assigns for model homes, sales displays, parking lots, sales offices, construction offices and other offices, or any one or combination of such uses, shall be permitted. No changes may be made in buildings erected by the Declarant (except if such changes are made by the Declarant) without the consent of the Architectural Review Board as provided herein.

6.2 Opening Walls; Removing Fences or Landscaping. No Owner shall make or permit any opening to be made in any Declarant or Association erected wall or fence, except as such opening is installed by Declarant or the Association. No such building wall or masonry wall or fence, or any associated landscaping or buffer improvements, shall be demolished or removed without the prior written consent of the Declarant and the Architectural Review Board. Declarant shall have the right but shall not be obligated to assign all or any portion of its rights and privileges under this Section to the Association.

6.3 Easements. Easements for installation, replacement, connection to, disconnection from, and maintenance of utilities are reserved as shown on the recorded Plats covering the Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities, unless said structure, planting or other material has been so placed by the Declarant or the

Association or has been so placed with the permission of the Architectural Review Board. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric and gas utility company, telephone company, the Association, and Declarant and their respective successors and assigns, shall have a perpetual easement for the installation, replacement, connection to, disconnection from, and maintenance, all underground, of water lines, sanitary sewers, storm drains, gas and electric, telephone and security lines, cables and conduits, under and through the utility and drainage easements, as the case may be, as shown on the Plats. Declarant and its designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable, radio, television and security lines within utility easement areas shown on the Plat as well as a perpetual easement for such purpose under and across each Lot from such easement areas to the Residence and other improvements constructed on such Lot.

6.4 Nuisances. No noxious, offensive or unlawful activity shall be carried on upon or about the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

6.5 Temporary and Other Structures. No structure of a temporary character, or storage shed, utility shed or similar structure, greenhouse, trailer, tent, mobile home, motor home, or recreational vehicle, shall be permitted on the Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Declarant during construction. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Residence or on or about any ancillary building, unless approved by the Architectural Review Board, and if approved must be buried or enclosed by a structure approved by the Architectural Review Board.

6.6 Signs. No sign of any kind shall be displayed to the public view on the Properties, except any sign used by the Declarant to advertise the company or builder, project, sales or other matters during the construction and sales period. No sign of any kind shall be permitted to be placed inside a home or on the outside walls of the home so as to be visible from the exterior or on any fences on the Properties, nor on the Common Area, nor on dedicated areas, if any, nor on entryways or any vehicles within the Properties, except such as are placed by the Declarant. Provided, however, one (1) discreet, professionally prepared "For Sale" sign of not more than three (3) square feet may be placed on the Street side of the Lot, subject to prior approval by the Architectural Review Board.

6.7 Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

6.8 Animals and Pets. No reptiles, livestock, poultry or animals of any kind, nature or description shall be kept, bred or raised upon the Properties, except for dogs, cats, aquarium- kept

fish or birds ("Authorized Pets") which may be kept, raised and maintained upon the Properties, provided that the same are not kept, raised or maintained thereon for business or commercial purposes or in number deemed unreasonable by the Declarant or the Association, in the exercise of their reasonable discretion. Numbers in excess of two (2) of each type of Authorized Pets (other than aquarium-kept fish) shall, *prima facie*, be considered unreasonable. Notwithstanding the foregoing, no Authorized Pet may be kept, raised or maintained on the Properties under circumstances which, in the good faith judgment of the Declarant or the Association, shall constitute an unreasonable annoyance, hazard, or nuisance to residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation and enjoyment of other Lots or portions of the Properties. The Association may investigate all complaints received with respect to any pet being maintained on any property and shall notify the property Owner of such complaint. If three or more complaints of behavior constituting an annoyance, hazard or nuisance with respect to a pet shall be received and, upon investigation, found to be justified, the Association may, by written notice to the Owner, require the permanent removal of such pet; provided however, that if such pet shall be deemed to constitute an imminent danger to others, the Association may without prior notice to the owner of such pet, effect, or require, immediate removal thereof. The Association may utilize self-help in effecting the removal of any such offending pet, may obtain the assistance of appropriate governmental agencies or animal control officials, or may seek appropriate affirmative injunctive relief. The grant to the Association of the foregoing powers concerning removal of pets shall not be deemed to impose any duty or obligation to take any such action upon the Association, its directors or members, or any liability for failure to take such action under any circumstances.

For purposes of Section 7.1 hereof, a separate violation shall be deemed to exist for each day an Owner fails to comply with a request from the Association to remove an offending pet.

6.9 Architectural Control. No building, addition, wall, fence or other structure or improvement of any nature or kind (including mailboxes, landscaping and exterior paint and finish) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping, or composition of the materials used therefor, as may be required by the Architectural Review Board (sometimes referred to herein as the "ARB") have been approved in writing by the ARB named below and all necessary governmental permits are obtained. Each building, addition, wall, fence, mailbox or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. The ARB shall have the right, in its sole and absolute discretion, to refuse approval of plans, specifications and plot plans, or any of them, based on any ground, including purely aesthetic grounds. Any change in the exterior appearance of any building, wall, fence, mailbox or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The ARB shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section.

So long as the Class B Membership exists, the ARB shall be appointed by the Declarant. Thereafter, the ARB shall be a committee composed of or appointed by the Board of Directors of the

Association. During the period in which the Declarant appoints the membership of the ARB, the ARB shall have three (3) members. At such time as the Board of Directors appoints the ARB members, the ARB shall have any number of members, but never less than three (3), as deemed appropriate by the Board of Directors.

The address of the ARB shall be the address of the Declarant or the Association, depending on which party appoints its membership. The Board of Directors of the Association and the ARB may employ personnel and consultants to assist the ARB at the expense of the Association. The members of the ARB shall not be entitled to any compensation for services performed pursuant to this Declaration. The ARB may at its option charge a reasonable fee to act on submissions to it. Additionally, the ARB shall act on submissions to it, or request further information thereon, within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved. The foregoing provisions regarding ARB approval shall not be applicable to the Declarant or to construction activities conducted by the Declarant.

Notwithstanding anything herein to the contrary, the ARB, in its sole and absolute discretion, may grant a variance as to any of the restrictions, conditions and requirements set forth in this Article so long as, in the judgment of the ARB, the noncompliance for which the variance is granted is not of a substantial nature and the granting of the variance shall not unreasonably detract from the use and enjoyment of adjoining Lots and the Properties. In no event shall the granting of a variance in one instance require the ARB to grant a similar or other type of variance in any other instance, it being understood that the granting of variances from the restrictions, conditions and requirements of this Article shall be in the sole and absolute discretion of the ARB.

Notwithstanding anything herein to the contrary, prior to commencing construction of improvements approved by the ARB, the Owner of the Lot upon which such improvements shall be installed shall obtain any and all appropriate governmental permits and approvals and shall construct the improvements in compliance with all terms and conditions of such permits and approvals.

The ARB, the Association and any and all officers, directors, employees and agents and the Members of the Association shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever, by reason of or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to provisions of this Section of this Declaration, or for any mistake in judgment, negligence, misfeasance, or nonfeasance related to or in connection with any such decision, approval or disapproval, and each Owner, by acquiring title to any Lot or interest therein, shall be deemed to have agreed that he, she or it shall not be entitled to and shall not bring any action, proceeding or suit against such parties.

Notwithstanding any contained herein, for as long as Declarant and/or any of its designated builders own fee title to any Lot, this Article shall not apply to or bind either Declarant or any of its designated builders. This provision may not be modified, amended or deleted without the express, written consent of the Declarant for so long as it owns any Lot.

6.10 Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all Residences, walls and fences may be maintained as that originally installed, without prior approval of the Architectural Review Board, but prior approval of the Architectural Review Board shall be necessary before any such exterior finishing color is changed.

6.11 Commercial Trucks, Trailers, Campers and Boats. No trucks except trucks which (1) have one-half ton capacity or less, (2) have no lettering, (3) have no roof racks or similar racks and (4) do not appear to be commercial trucks (the determination about appearance shall be made by the ARB in its sole discretion) or commercial vehicles, or campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, motor cycles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place on the Properties, nor in dedicated areas, unless same shall be parked or stored entirely within and fully enclosed by a garage. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to non-commercial vans for personal use which are in acceptable condition in the sole opinion of the Board of Directors (which favorable opinion may be changed at any time), nor to any vehicles of the Declarant or those required by any builder during construction on any Lot. No on-Street parking shall be permitted that either impairs traffic flow or is not permitted by applicable governmental regulations. In the event any provision of this covenant is breached, the Declarant or the Association may have said truck, commercial vehicle, camper, mobile home, motor home, house trailer, other trailer, recreational vehicle, boat, boat trailer, or horse trailer towed from the Properties at the Lot Owner's sole cost and expense, and an individual Assessment may be levied therefor against such Owner.

6.12 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. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage and trash containers and their storage areas and the like shall be kept within a garage, placed inside an enclosure approved by the ARB, or behind opaque walls attached to and made a part of the Residence on each Lot, and otherwise in conformity with applicable rules, regulations and approvals. Such containers may not be placed out for collection sooner than the night prior to scheduled collection and must be removed within the night of collection.

6.13 Fences. No fence, wall or other similar structure shall be erected on any Lot unless the materials therefor and color thereof are in accordance with such standards as may be adopted by the ARB and the location and dimensions thereof are approved by the ARB. The ARB shall have the right to adopt such standards, as it deems advisable in regard to the location and height of and colors and materials for any fences installed within the Properties. In no event shall any wall or fence exceed six (6) feet in height or be constructed out of chain-link or stockade materials.

6.14 Mailboxes. No mailboxes or similar improvement shall be installed on any Lot unless the location thereof has been approved by the ARB and the materials therefor and color thereof have been approved by the ARB and are in accordance with such standards for materials and

colors as may be adopted by the ARB.

6.15 No Drying. To the extent lawful, no clothing, laundry or wash shall be aired or dried on any portion of the Properties which is visible from the adjacent Lots, or the Streets, or any other adjoining portion of the Properties.

6.16 Unit Air Conditioners. No air conditioning units may be mounted through windows or walls or on any roof.

6.17 Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Declarant during construction periods or around any retention or detention areas as required by the applicable government authorities.

6.18 Restrictions on Fixed Game and Play Structures. If permitted by the ARB, all basketball backboards and other fixed game and play structures shall be located at the side or rear of the Residence, or on the inside portion of the corner Lots within the setback lines. Tree houses, skateboard ramps, bicycle ramps or platforms of a like kind or nature shall not be constructed on any part of any Lot.

6.19 Swimming Pools and Screening. Plans and specifications for any swimming pool, including screening, to be constructed on any Lot shall be subject to the prior approval of the ARB.

6.20 Alteration of Lots. No Owner, without the express prior written consent of the ARB, shall construct any improvements or make any changes to a Lot which shall have the result of changing, altering or affecting the natural or artificial water courses, canals, ditches, swales, ponds or drainage of the Property. All construction, grading and landscaping shall conform to the drainage swale requirements set forth on the plan of the Properties.

6.21 Storage of Materials. Except for the Declarant and/or any of its distinguished builders, no Owner may store construction materials on a Lot for a period exceeding thirty (30) days without commencing construction, and if construction does not commence within said thirty (30) day period the Declarant may remove such stored materials. Costs incurred in such removal by the Declarant will become a lien on said Lot, accruing interest at the highest rate permitted by law. Construction, once commenced, shall be diligently pursued to completion. No building, material or refuse shall be placed or stored on any Lot within twenty (20) feet of any park or edge of any open water or drainage course except that clean fill may be placed nearer, provided that the water or drainage course is not altered or blocked by such fill.

6.22 Destruction By Fire or Other Casualty. 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 six (6) months from the time of destruction. If reconstruction or repair of any such Residence is not commenced within said six (6) month period, the Owner thereof shall raze or remove the same promptly from the Owner's Lot.

6.23 Completion of Development. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, its express successors or assigns, its designated builders, or the Declarant's or its designated builders' contractors or subcontractors, from doing or performing on all or any part of the Properties owned or controlled by them whatever they deem reasonably necessary in connection with completion of the development, including without limitation: (a) erecting, constructing and maintaining such structures as may be reasonably necessary for the conduct of their business of completing the development and establishing the Properties as a residential community and disposing of the same in Lots and Residences by sale, lease or otherwise; or (b) conducting thereon its or their business.

6.24 Allowable Trim. No Owner or tenant of a Residence shall install shutters, awnings or other decorative exterior trim, except small exterior decorations such as address plates and name plates, without the prior approval of the ARB.

6.25 Window Coverings. No reflective foil, tinted glass, sheets, newspapers or any other similar material shall be permitted on any windows except for tinted bronze glass and any such installation shall require approval of the ARB.

6.26 Access at Reasonable Hours. For the sole purpose of performing any maintenance or repairs authorized agents, contractors or employees shall have a license which shall be exercisable after reasonable notice to the Owner to enter upon any Lot or exterior of any Residence.

6.27 Tree Removal Restrictions. Trees situated on any Lot between building set back lines and the property lines having a diameter of four inches (4") or more (measured four feet (4') from ground level) may not be removed without prior approval of the ARB. All requests for approval of tree removal shall be submitted to the ARB along with a plan showing generally the location of such trees (s).

6.28 Replacement of Trees. Anyone violating the provisions of Section 6.26 will be required to replace such trees with trees of like kind, size and condition within thirty (30) days after demand by the ARB. If the Owner fails or refuses to replace the trees as demanded, the ARB shall cause suitable replacement to be planted and the cost thereof shall be a lien against the property of the Owner. The Owner grants to the ARB, its agents and employees an easement of ingress and egress over and across said Lot to enable it to comply with Section 6.27 above and this Section 6.28.

6.29 Antenna Restrictions. Except for one (1) satellite reception dish of not greater than eighteen inches (18") in diameter on each Lot, which dish shall not be visible from the Street in front of the Lot, no one shall be permitted to install or maintain on any Lot, or Residence, any outside television or radio antenna, disc, mast aerial or other tower for the purpose of audio or visual reception unless the same is approved by the ARB. This restriction shall not serve to prohibit Declarant, a builder or the Association from installing an antenna or satellite antenna disc, or contracting with a third party to install such antenna, for the purpose of providing master or cable television, radio or other electronic service to the Owners.

6.30 Clotheslines. No clotheslines which are visible from the Street in front of any Lot shall be erected or installed on any Lot without prior approval by the ARB.

6.31 Exterior Paint. All exterior paint colors shall be subject to prior approval of the ARB.

6.32 Garage. Each Residence shall have a garage large enough to accommodate at least two (2) but not more than three (3) cars. Garage doors shall remain in operating condition.

6.33 Residence. Each Residence constructed on a Lot shall have a minimum 1200 square feet of heated and cooled living area.

6.34 Roofs. The roofs of the main body of all buildings and other structures, including the Residence, shall be pitched. No flat roofs shall be permitted without the approval of the Declarant (for as long as Declarant is a Class B Member) and the ARB. The Declarant and ARB may, in their discretion, approve flat roofs on part of the main body of a building if architecturally compatible with the remainder of the roof structure, the particular building on which it is to be constructed and all adjacent residences and other structures. All roofs shall be constructed of shingles or other materials approved by the ARB. The ARB, in its sole and absolute discretion, must approve all roof colors.

6.35 Solar Panels. Solar panels may only be constructed on the roof of a Residence so as not to be visible from the adjacent Street (or configured so as to minimize visibly in the case of corner Lots) and only after review and approval by the ARB, in its sole and absolute discretion. The ARB reserves the right to promulgate such performance standards and requirements, as it may deem desirable in regard to the installation of solar panels. To the extent applicable laws require otherwise, then the terms and conditions of applicable laws shall control.

6.36 Short Term Rentals. Short term rentals are expressly prohibited on the Properties.

6.37 Waiver of Violations of Covenants and Restrictions. When a building or other structure has been erected, its construction commenced and the building is located on any Lot in a manner so as to constitute a violation or violations of this Declaration, the Declarant shall have the right, but not the obligation, at any time to release the Lot, or portions of it, from any part of the covenants and restrictions as may be violated, so long as the violation or violations do not conflict with the regulations of Lake County.

6.38 Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restrictions set forth herein set or establish minimum standards in excess of the ordinances, regulations and requirements of the applicable government authorities, including without limitation, building and zoning regulations, the covenants, conditions and restrictions set forth herein shall take precedence and prevail over any such less stringent ordinances, regulations and requirements.

6.39 Additional Rules and Regulations. In addition to the foregoing, the Association shall have the right, power and authority, subject to the prior written consent and approval of Declarant, to promulgate and impose rules and regulations governing and/or restricting the use of the Properties and Lots, including without limitation rules and regulations relating to the placement or installation of any type of improvement on any Lot, and to thereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no rules and regulations so promulgated shall be in conflict with the provisions of this Declaration. Any such rules and regulations so promulgated by the Association shall be applicable to and binding upon all the Properties and the Owners thereof and their successors and assigns, as well as all guests and invitees of and all parties claiming by, through or under such Owners.

ARTICLE VII. ENFORCEMENT

7.1 Compliance by Owners. Every Owner shall comply with the terms, provisions, restrictions and covenants set forth herein and any and all rules and regulations, which from time to time may be adopted by the Board of Directors of the Association. The Association may suspend an Owner's use of the Common Area for a period not to exceed sixty (60) days and/or the Association Board of Directors may levy fines against an Owner if the Owner is in violation of any of the terms, provisions, restrictions and covenants set forth herein and/or the rules and regulations of the Association. Suspension of the right to use the common area cannot include impairment of an Owner's right to have ingress to and egress from the Owner's Lot. A fine may not exceed ONE THOUSAND AND NO/00 DOLLARS (\$1,000.00) per violation.

Prior to imposing a fine or suspension on an Owner for the violation of the terms, provisions, restrictions and covenants set forth herein and/or the rules and regulations of the Association, the Association shall provide the Owner with fourteen (14) days notice and an opportunity for a hearing before a committee of three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, or sibling of an officer, director or employee.

The Association Board of Directors shall have the power to waive, cancel or reduce any fine imposed upon any Owner.

7.2 Enforcement. The Declarant, the Association, the Association Board of Directors, the ARB, each Owner, or any other party as provided herein shall have the right to enforce this Declaration and the covenants, restrictions and provisions hereof including without limitation bringing the actions and filing and foreclosing the liens described in Article V hereto. In addition, the applicable county or governing water management district shall have the right to enforce this Declaration with respect to the operation and maintenance of the storm water management system for the Properties. Enforcement of this Declaration and the covenants, restrictions and provisions hereof may be accomplished by any proceeding at law or in equity, including without limitation, an action for damages and injunctive relief. The Association shall have the right to suspend the voting rights and use of the Common Area of any defaulting Owner. Failure to enforce any covenant,

restriction or provision hereof shall not be deemed a waiver to do so thereafter. The defaulting and/or offending Owner shall be responsible for all costs incurred in enforcement of this Declaration, including but not limited to, attorney, paralegal and legal assistant fees, costs and expenses, related fees, costs and expense, court costs and witness and expert fees and costs, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal.

ARTICLE VIII DRAINAGE SYSTEM

8.1 Drainage Easements. Drainage flow shall not be obstructed or diverted from Drainage Easements. The Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to the Association to be necessary to maintain reasonable standards of health, safety and appearance. The rights reserved hereunder shall extend to reasonable use of drainways on a Residence. These rights include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected within the Properties that are not located within the specific easement areas designated on the plat of the Properties or in this Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. The Association shall have the sole control over elevations and slopes within Drainage Easements and no Owner may alter any such elevations except upon written consent of the Association and Lake County. No person shall alter the drainage flow of the surface water or storm water management system, including buffer areas or swales, without the prior written approval of the applicable governing water management district and the Association.

8.2 Maintenance, Operation, and Repair of Surface Water or Storm Water Management System and Mitigation Areas. An MSTU shall operate and maintain the surface water or storm water management system within the Properties and such system is and shall hereafter be owned by the MSTU. Maintenance of the surface water or storm water management system shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or storm water management capabilities as permitted by the City of Clermont and the St. Johns River Water Management District. Any repair or reconstruction of the surface water or storm water management system shall be as permitted or, if modified, as approved by the applicable governing water management district. The MSTU shall operate, maintain, and manage the surface water or storm water management system in a manner consistent with the applicable water management district permit requirements and applicable water management district rules, and shall assist in the enforcement of that portion of this Declaration relating to the surface water or storm water management system. The MSTU shall adopt standards of maintenance and operation for the surface water or storm water management system required by this Declaration. The MSTU is responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the surface water management system. Fees shall be assessed and collected through annual or special assessments.

Monitoring and maintenance of any and all mitigation areas, described in the applicable St. Johns Water Management District Permit, shall be the responsibility of the MSTU. The MSTU must successfully complete the mitigation and satisfy permit conditions. The success criteria are described in the permit which is attached as an exhibit hereto.

The Environmental Resource or Surface Water Management Permit is made a part of this document and attached hereto as an exhibit. Copies of the permit and any future permit actions of the St. Johns Water Management District shall be maintained by an authorized officer or agent of the Association and the MSTU for the benefit of the Association.

ARTICLE IX. ASSIGNABILITY OF DECLARANT'S RIGHTS

For as long as Declarant is a Class B Member, as provided herein and governed by Section 3.2 above, Declarant shall have the specific right to delegate all powers and rights granted to the Declarant by this Declaration, the Articles and the Bylaws to any builder specializing in the development and building of residential homes upon multiple Lots within the Properties.

ARTICLE X. GENERAL PROVISIONS

10.1 Municipal Service Taxing Units. Upon acceptance of any deed or other instrument conveying title to any Lot, each Owner thereof acknowledges that each such Lot is or may be located in one or more municipal service taxing units (each is an "MSTU") for the purpose of providing Street lighting and retention pond maintenance or any other purposes for which an MSTU may be established under Florida law. Each Owner agrees to be subject to and bound by such MSTUs and to pay all fees, charges, surcharges, levies and Assessments, in whatsoever nature or form, relating to said districts and/or to the Owner's lot. Further, each Owner agrees that it shall cooperate fully with Declarant or the Association (including joining in any applications for MSTUs) in connection with any efforts of Declarant or the Association to include the Properties in any MSTUs, and to execute any documents or instruments that may be required to do so.

10.2 Insurance and Fidelity Bonds. The Association may obtain and maintain in effect casualty and liability insurance and fidelity bond coverage in form and amounts as may be deemed advisable by the Board of Directors of the Association. Additionally, the Association may obtain and maintain in effect "directors and officers insurance" in form and amounts as may be deemed advisable by the Board of Directors of the Association.

10.3 Duration; Amendment. A) The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years; unless during the last year of its applicability during the initial term or any extension period no less than seventy-five percent (75%) vote of the Members (with no distinction between classes) at a duly noticed meeting of the Association vote in person or by proxy to terminate this Declaration.

Provided, however, no such termination shall void the duty of the Association to maintain the storm water management system unless specifically allowed by the applicable governing water management district. Further, no such termination shall have the effect of terminating any easements herein provided or reserved. Except as otherwise provided herein, this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

B) Notwithstanding any provision to the contrary herein contained, the Declarant shall have the right to amend this Declaration without the consent, approval or joinder of any other person or Owner, except the Federal Housing Administration (FHA) or the Veterans Administration (VA), or the Federal National Mortgage Association (FNMA), or the Federal Home Loan Mortgage Corporation (FHLMC), if such amendment is required in order to cause this Declaration to comply with applicable FHA, VA, FNMA and/or FHLMC requirements. Such an amendment to this Declaration, the Articles of Incorporation or Bylaws of the Association need be signed and acknowledged only by the Declarant and need not be approved by the Association, Lot Owners or lienors or mortgagees of Lots, whether or not elsewhere required for an amendment to this Declaration.

C) As long as there exists a Class B membership in the Association, the Declarant shall have the right to amend this Declaration to correct any omission or error, or to effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Declarant, materially and adversely affect substantial property rights of Lot Owners unless the affected Lot Owners consent thereto in writing. The amendment of this Declaration pursuant to this section need be signed and acknowledged only by the Declarant and shall contain a certification that the provisions of this section have been complied with. Any such amendment need not be approved or signed by any Member, the Association, Lot Owner, or any lienors or mortgagees of Lots, or by any other person, whether or not elsewhere required for an amendment to the Declaration.

D) Any amendment proposed to this Declaration which would affect the surface water management system, conservation areas, or water management portions of the Common Areas shall be submitted to the St. Johns River Water Management District for review prior to finalization of the amendment. The St. Johns River Water Management District shall determine if the proposed amendment will require modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the St. Johns River Water Management District prior to the amendment of this Declaration.

E) All amendments hereto shall be recorded in the Public Records of Lake County, Florida, and shall not be valid until recorded.

10.4 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as a Member or

Owner on the records of the Association at the time of such mailing.

10.5 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

10.6 Transferability of Declarant's Rights and Interests. It is specifically understood and agreed that Declarant may (but will not necessarily) sell all or a portion of the Properties, and in connection therewith, Declarant might assign to a third party all rights and obligations of Declarant hereunder. In such event, the successor declarant shall be the Declarant under this Declaration and shall have all of the rights, and all of the obligations of a Declarant, which are set forth herein.

10.8 Effective Date. This Declaration shall become effective upon its recordation in the public records of the county in which the Properties are located.

10.9 FHA/VA Approval. Notwithstanding anything herein to the contrary, as long as there is a Class B Membership in the Association, the following actions will require the prior approval of the FHA or the VA: annexation of additional properties; mergers and consolidation; mortgaging and/or dedication of Common Areas; dissolution; and amendment of this Declaration (except amendments by Declarant to clarify ambiguities and scrivener's errors).

10.10 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws of the Association and the Articles shall take precedence over the Bylaws.

10.11 Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant, the Association or the ARB, such consent, approval or action may be withheld in the sole and absolute discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Declarant or the Association shall be deemed completed or substantially completed when so determined, in the discretion of the Declarant or Association, as appropriate.

10.12 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were intended to have been granted the benefit of such easement, and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. 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.

10.13 Dissolution of Association. In the event of a permanent dissolution of the Association, (i) all assets of the Association shall be conveyed to a non-profit organization with similar purposes and acceptable to the applicable governing water management district, or (ii) all Association assets may be dedicated to any applicable municipal or other governmental authority. Said successor non-profit organization or governmental entity shall pursuant to this Declaration provide for the continued maintenance and upkeep of the Common Area, including without limitation the storm water management system, the Properties and such other property as may be contemplated herein.

10.14 Waiver of Violations. Declarant and its successors or assigns reserve the right to waive any violations of the covenants contained in this Declaration, in the event Declarant shall determine, in its sole and absolute discretion, that such violations are minor or dictated by the peculiarities of a particular Lot configuration or topography.

10.15 Constructive Notice and Acceptance. Every person or entity that owns or acquires any right, title or interest in or to any portion of the Property, or any portion thereof, is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquires such right, title or interest.

10.16 Right of Association to Merge. The Association retains the right to merge with other homeowners associations, provided such homeowners associations are FHA or VA approved subdivisions and provided FHA or VA approves such merger. This right shall be exercised by recordation of an Amendment to this Declaration recorded among the Public Records of Lake County, which Amendment shall set forth a legal description of the property to which this Declaration, as amended, shall apply. The Amendment shall further have attached to it a resolution of the Association and the homeowners association with which a merger is to take place, and such resolution shall be certified by the Corporate Secretary thereof and shall state;

(a) That a meeting of the homeowners association was held in accordance with its Bylaws;

(b) That a two-thirds (2/3) vote of the Members (with no distinction between classes) approved the merger.

The foregoing certificates, when attached to the Amendment, shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations shall, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the property, rights, and obligations of another association shall, by operation of law, be added to the Properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and

restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other properties as the overall plan or scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants and restrictions established by this Declaration within the Properties.

10.17 Additional Phases.

(a) Notwithstanding any other provisions hereof, the Declarant, in its sole and absolute discretion, may from time-to-time annex, add and subject all or a portion of the Additional Properties or other property not included in the Additional Properties to the terms and conditions of this Declaration as it deems appropriate, without the consent or approval of any Member, the Association, Lot Owner, or any lienors or mortgagees of Lots, or any other person whether or not elsewhere required for an amendment to this Declaration; provided, however, that any additional properties made subject to this Declaration shall be in accord with the general plan approved by the FPA and/or the VA for the Property. In order to annex all or a portion of the additional properties, the Declarant shall duly execute and record an Supplement to this Declaration in the Public Records of Lake County, Florida, setting forth the description of that portion of the properties so annexed. Upon the recording of such an Supplement, that portion of the properties so annexed shall be subject to the terms and conditions of this Declaration in the same manner as if subjected hereto at the time of recording of this Declaration and all Owners of the Lots so annexed shall be members of the Association. In the event the Class B Membership had previously been terminated, the annexation and addition of all or a portion of the properties shall reestablish the Declarant's Class B Membership and all rights, privileges and powers pertaining thereto.

(b) To the extent that the Declarant elects to annex and subject to this Declaration all or a portion of the Additional Properties, or any other properties, there is hereby reserved to the Declarant, its successors and assigns, a perpetual non-exclusive easement and license over the roadways, drainage easements and retention ponds located on the Properties for the use by the Declarant, its successors and assigns in connection with the development of the Additional Properties or any other properties.

10.18 Bankruptcy. In the event that the Association is dissolved, in bankruptcy, or otherwise unable to fulfill its obligations as provided in this Declaration, the individual homeowners shall be liable for the costs, on a pro-rata (per lot) basis, for the maintenance, upkeep, repair, and/or replacement of any and all private easements, common property, rights of way, and/or improvements.

10.19 Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 10.3 HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND TITLE TO THE PROPERTIES. IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION

AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

10.29 Previous Declaration. Upon the recording of this Declaration, it shall supercede that certain Declaration of Covenants, Conditions and Restrictions for Jacks Lake Community recorded in Official Records Book 2187, pages 1950-1969, Public Records of Lake County, Florida.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions, Easements and Restrictions has been executed as of the date first set forth above.

Signed, sealed, and delivered
in the presence of:

KB HOME ORLANDO, LLC

David Kolas
Print Name: DAVID KOLAS

By: Daniel B Green
DANIEL GREEN, Vice President
8403 S. Park Circle, Suite 670
Orlando, Florida 32819

Connie S. Minniear
Print Name: Connie S. Minniear

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30th day of September, 2004, by DANIEL GREEN as Vice President of KB HOME ORLANDO, LLC, a Delaware limited liability company, on behalf of said corporation. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Shelley E. Myers
My Commission DD143805
Expires August 21, 2008

Shelley E. Myers
Notary Public
Printed Name: Shelley E. Myers
Commission Number: DD143805
My Commission Expires: 8/21/08

EXHIBIT "A"

Legal Description

This is not a certified copy

\\snp0404\F042599040010DECLARATION.doc

LAKEVIEW POINTE

SHEET 1

REPLAT OF CHATHAM PARK AT JACKS LAKE PHASE 1
AS RECORDED IN PLAT BOOK 48, PAGES 18-21,
SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

LEGAL DESCRIPTION

THAT PORTION OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 20 AND THE NORTHEAST CORNER OF
AFORSAD TRACT 33, LAKE HIGHLANDS COMPANY PLAT; THENCE RUN NORTH 89°46'48" WEST FOR A DISTANCE OF 50.00 FEET
TO THE WEST RIGHT OF WAY OF CITRUS TOWER BOULEVARD FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 00°28'09" EAST
ALONG THE SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 374.51 FEET TO A POINT ON A NON-TANGENT CURVE
CONCAVE SOUTH HAVING A RADIUS OF 25.00 FEET; THENCE RUN NORTHWEST ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 89°23'12" FOR AN ARC LENGTH OF 39.00 FEET AND A TANGENT BEARING OF NORTH 00°28'09" WEST TO A
POINT OF TANGENCY; THENCE RUN NORTH 89°51'21" WEST FOR A DISTANCE OF 21.86 FEET TO A POINT OF CURVATURE OF A
CURVE CONCAVE NORTH HAVING A RADIUS OF 130.00 FEET; THENCE RUN NORTHWEST ALONG THE ARC OF SAID CURVE
THROUGH A CENTRAL ANGLE OF 45°08'44" FOR AN ARC LENGTH OF 104.70 FEET TO A POINT ON THE CURVE; THENCE RUN
NORTH 89°46'48" WEST FOR A DISTANCE OF 514.88 FEET; THENCE RUN SOUTH 00°24'46" EAST FOR A DISTANCE OF 427.08 FEET;
THENCE RUN SOUTH 28°33'28" WEST FOR A DISTANCE OF 213.32 FEET; THENCE RUN SOUTH 12°47'08" WEST FOR A DISTANCE OF
231.44 FEET; THENCE RUN SOUTH 04°48'14" WEST FOR A DISTANCE OF 284.51 FEET; THENCE RUN SOUTH 08°56'01" WEST FOR A
DISTANCE OF 308.19 FEET; THENCE RUN SOUTH 15°34'27" WEST FOR A DISTANCE OF 143.28 FEET; THENCE RUN SOUTH 74°
25'33" EAST FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF OAKLEY SEASIDE BOULEVARD;
THENCE RUN SOUTH 15°34'27" WEST ALONG THE SAID RIGHT OF WAY LINE FOR A DISTANCE OF 283.51 FEET TO THE POINT OF
CURVATURE OF A CURVE CONCAVE EAST HAVING A RADIUS OF 1040.00 FEET; THENCE RUN SOUTH ALONG THE ARC OF SAID
CURVE THROUGH A CENTRAL ANGLE OF 17°38'39" HAVING AN ARC LENGTH OF 320.27 FEET TO THE POINT OF TANGENCY;
THENCE RUN SOUTH 80°41'22" EAST FOR A DISTANCE OF 50.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WEST
HAVING A RADIUS OF 34.00 FEET; THENCE RUN SOUTHWEST ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
81°15'23" HAVING AN ARC LENGTH OF 54.15 FEET TO A POINT OF TANGENCY; SAID POINT LYING ON THE NORTH RIGHT OF WAY
LINE OF HUNT TRACE BOULEVARD; THENCE RUN NORTH 89°25'55" WEST ALONG SAID NORTH RIGHT OF WAY LINE FOR A DISTANCE
OF 345.40 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 62 OF THE PLAT OF LAKE HIGHLANDS COMPANY ACCORDING TO
THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 30, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH
00°23'04" WEST FOR A DISTANCE OF 748.84 FEET; THENCE RUN ALONG THE FOLLOWING WESTERLY BOUNDARY OF THE TRACTS
51B, 51A, 45B, 45A, 35A AND 35B OF SAID LAKE HIGHLANDS COMPANY PLAT NORTH 48°25'12" EAST FOR A DISTANCE OF 87.70
FEET; THENCE RUN NORTH 10°00'20" EAST FOR A DISTANCE OF 186.85 FEET; THENCE RUN NORTH 05°22'58" WEST FOR A
DISTANCE OF 141.86 FEET; THENCE RUN NORTH 02°55'06" EAST FOR A DISTANCE OF 142.71 FEET; THENCE RUN NORTH 02°
33'06" WEST FOR A DISTANCE OF 143.85 FEET; THENCE RUN NORTH 08°03'55" WEST FOR A DISTANCE OF 268.88 FEET; THENCE
RUN NORTH 11°06'02" WEST FOR A DISTANCE OF 138.47 FEET; THENCE RUN NORTH 26°31'16" WEST FOR A DISTANCE OF 119.29
FEET; THENCE RUN NORTH 37°30'55" WEST FOR A DISTANCE OF 68.07 FEET; THENCE RUN NORTH 38°42'02" WEST FOR A
DISTANCE OF 93.83 FEET; THENCE RUN NORTH 33°02'14" WEST FOR A DISTANCE OF 88.32 FEET; THENCE RUN NORTH 23°
45'26" WEST FOR A DISTANCE OF 124.35 FEET; THENCE RUN NORTH 27°45'06" WEST FOR A DISTANCE OF 98.59 FEET; THENCE RUN
NORTH 36°24'41" WEST FOR A DISTANCE OF 79.29 FEET; THENCE RUN NORTH 52°44'28" WEST FOR A DISTANCE OF 89.50 FEET;
THENCE RUN NORTH 70°46'42" WEST FOR A DISTANCE OF 48.33 FEET; THENCE RUN NORTH 81°56'11" WEST FOR A DISTANCE OF
93.83 FEET; THENCE RUN SOUTH 82°41'32" WEST FOR A DISTANCE OF 40.33 FEET; THENCE RUN SOUTH 65°21'07" WEST FOR A
DISTANCE OF 103.45 FEET TO AN INTERSECTION WITH THE WEST LINE OF AFORESAID TRACT 33A SAID LAKE HIGHLANDS
COMPANY PLAT AND THE WEST LINE OF AFORESAID SOUTHEAST 1/4 OF SECTION 20; THENCE RUN NORTH 00°21'21" WEST ALONG
WEST LINE OF SAID TRACT 33A AND WEST LINE OF SOUTHEAST 1/4 FOR A DISTANCE OF 238.21 FEET TO THE NORTHWEST
CORNER OF SAID TRACT 33A AND THE NORTHWEST CORNER OF THE SAID SOUTHEAST 1/4 OF SECTION 20; THENCE RUN SOUTH
89°46'48" EAST ALONG THE NORTH LINE OF SAID TRACTS 33A, 34 AND 33 AND THE NORTH LINE OF THE SOUTHEAST 1/4 FOR A
DISTANCE OF 2379.22 FEET TO THE AFORESAID WEST RIGHT OF WAY LINE OF CITRUS TOWER BOULEVARD AND THE POINT OF
BEGINNING.
CONTAINING 68.83 ACRES, MORE OR LESS.

NOTES

1. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST AS BEING SOUTH 00°28'09" EAST.
2. TRACTS 'A', 'C', 'D' AND 'E' ARE RETENTION AREA AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
3. TRACTS 'B' AND 'F' ARE OPEN SPACE AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
4. TRACT 'G' IS A UPT SPARON AND WILL BE DEDICATED AND MAINTAINED BY THE CITY OF CLERMONT.
5. TRACT 'H' IS A RECREATION AREA AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
6. TRACT 'I' IS AN OPEN SPACE/SCENIC/LANDSCAPE/UTILITY AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
7. TRACT 'J' IS A UTILITY TRACT AND WILL BE DEDICATED TO THE CITY OF CLERMONT AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
8. ALL RIGHTS-OF-WAY WITHIN THE PROPERTY WILL BE DEDICATED TO AND MAINTAINED BY THE CITY OF CLERMONT.
9. THERE IS A 10.00 FOOT WIDE UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS AND RIGHTS-OF-WAY.
10. ALL LOTS ARE SUBJECT TO 7.50 FOOT SIDE AND 7.50 FOOT REAR YARD UTILITY AND DRAINAGE EASEMENT.

ARTICLES OF INCORPORATION

OF THE

ARTICLES OF INCORPORATION

OF

LAKEVIEW POINTE HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, the undersigned, all of whom are residents of the State of Florida and this day voluntarily associated themselves together for the purpose of forming a corporation, not for profit, and do hereby certify:

ARTICLE I

The name of the corporation is LAKEVIEW POINTE HOMEOWNERS' ASSOCIATION, INC. (hereafter called the "Association").

ARTICLE II

The principal office of the Association is located at 8403 South Park Avenue, Suite 670, Orlando, Florida 32819.

ARTICLE III

Todd M. Hoepker, whose address is 390 N. Orange Avenue, Suite 1800, Orlando, Florida 32801, is hereby appointed the initial registered agent of the Association.

ARTICLE IV

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms and words utilized herein shall be as defined in that certain Declaration of Covenants, Conditions, Easements and Restrictions for Lakeview Pointe recorded or to be recorded in the Public Records of Lake County, Florida (the "Declaration").

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and

architectural control of the Area within that certain tract of land more particularly described in the Declaration and to promote the health, safety and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as set forth at length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of two-thirds (2/3rds) vote of Members (with no distinction between classes), mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell 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 has been signed by two-thirds (2/3rds) vote of the Members (with no distinction between classes), agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area; and

(g) Have and exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE VI

MEMBERSHIP

Every Owner of a Lot which is subject to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VII

MEETING OF MEMBERS; QUORUM REQUIREMENTS

The presence at any meeting of Members entitled to cast or of proxies entitled to cast one-third (1/3) of the votes shall constitute a quorum for any action except as otherwise provided in these Articles of Incorporation, the Declaration or the Bylaws.

ARTICLE VIII

VOTING RIGHTS

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

Class A. Class A Members shall be all Owners, with the exception of the Declarant and the Builders, and shall be entitled to one (1) 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 determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to eight (8) votes for each Lot owned by the Class B Member. All voting rights of Class B Membership shall be freely transferable, subject to this Declaration, to third parties. The Class B membership shall cease and terminate upon the earlier to occur of the following: (i) ten (10) years from the date of recording of this Declaration.; (ii) at such time when the votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership or (iii) sooner at the election of the Declarant (but only if KB HOME

ORLANDO, LLC consents in writing to the transfer during any period of time during which KB HOME ORLANDO, LLC, is the holder of all or any portion of the Declarant's voting rights, which consent shall not be unreasonably withheld, whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association. Upon termination of the Class B membership as provided, for herein, the Class B membership shall convert to Class A membership with voting strength as set forth above for Class A membership.

ARTICLE IX

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>DIRECTORS</u>
Matt Call	8403 South Park Avenue Suite 670 Orlando, Florida 32819
Chris Abbott	8403 South Park Avenue Suite 670 Orlando, Florida 32819
Matthew Wanzeck	8403 South Park Avenue Suite 670 Orlando, Florida 32819

At the first annual meeting, the Members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years; and at each annual meeting thereafter the Members shall elect one director for a term of three years.

ARTICLE X

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members (with no distinction between classes). Upon dissolution of the Association, other than incident to a merger or consolidation, the

assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI

DURATION

The Association shall exist perpetually.

ARTICLE XII

INCORPORATOR

The name and address of the incorporator is as follows:

Todd M. Hoepker
390 N. Orange Avenue
Suite 1800
Orlando, Florida 32801

ARTICLE XIII

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of all Members. Amendment of these Articles may be proposed by the Board of Directors and shall be voted on at a Special Meeting of the membership duly called for that purpose, or at an annual meeting of the membership; provided, however, the foregoing requirement as to a meeting of the membership shall not be construed to prevent the Members from waiving notice of a meeting; provided further, if Members (and/or persons holding valid proxies) with not less than seventy-five percent (75%) of the votes of the entire membership sign a written consent manifesting their intent that an Amendment to these Articles be adopted, then such Amendment shall thereby be adopted as though proposed by the Board of Directors and voted on at a meeting of the membership as hereinabove provided.

ARTICLE XIV

BYLAWS

The Bylaws of this Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded by a majority vote of a quorum of all Members voting in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

ARTICLE XV

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XVI

INDEMNIFICATION

Subject to and consistent with the requirements and procedures for such indemnification under the applicable provisions of the Florida Statutes, the Association shall defend, indemnify and hold harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer, committee member or agent of the Association, from and against any and all liabilities, expenses (including attorneys' and paralegals' fees and for all stages prior to and in connection with any such action, suit or proceeding, including all appellate proceedings), judgments, fines and amounts paid in settlement as long as actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe this conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance of

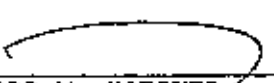
malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action of suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 25th day of August, 2004.


TODD M. HOEPKER

STATEMENT OF REGISTERED AGENT

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of a registered agent under the Florida Statutes.


TODD M. HOEPKER
Registered Agent

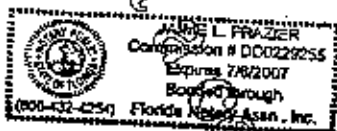
04 AUG 27 2004

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 25th day of August, 2004 by TODD M. HOEPKER who is personally known to me and did not take an oath.

(NOTARY SEAL)

Jaime L. Frazier
Jaime L. Frazier
NOTARY PUBLIC
State of Florida



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BYLAWS



BYLAWS

OF

LAKEVIEW POINTE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is LAKEVIEW POINTE HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 8403 South Park Avenue, Suite 670, Orlando, Florida 32819, but meetings of members and directors may be held at such places within the State of Florida, County of Lake, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Unless otherwise provided herein to the contrary, all defined terms utilized herein shall be as defined in that certain Declaration of Covenants, Conditions, Easements and Restrictions for Lakeview Pointe dated _____ and recorded on _____ in Official Records Book _____, Page _____, Public Records of Lake County, Florida (the "Declaration").

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are

entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days but not more than sixty (60) days before such meeting to each Member entitled to vote, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purposed of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast or of proxies entitled to cast one-third (1/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote in attendance shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting the Members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the Members shall elect one director for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal

of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the Board of Directors may be by secret written ballot or upon open, oral vote. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held no more often than quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its affairs and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same if such action is deemed to be in the best interests of the Association by the Board of Directors in its discretion.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the Common Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annual by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers to the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association or affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books on account; cause any annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Member.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee (except for such period as the same is appointed by the Declarant), as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENT

As more fully provided in the Declaration, each Member is obligated to pay the Association annual, special, and individual assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum allowable rate, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his or her Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Lakeview Pointe Homeowners' Association, Inc.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B Membership.

Articles of Incorporation and
control; and in the case of a
and these Bylaws, the Declara

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The fiscal year of
first day of January and end
year, except that the first fi
incorporation.

IN WITNESS WHEREOF,
Lakeview Pointe Homeowners' A
our hands as of the ____ day o

MISCELLANEOUS

IN WITNESS WHEREOF, we, being all of the directors of the Lakeview Pointe Homeowners' Association, Inc., have hereunto set our hands as of the ____ day of _____, 2004.

MATT CALL

MATTHEW WANZECK

I, the undersigned, do hereby certify:

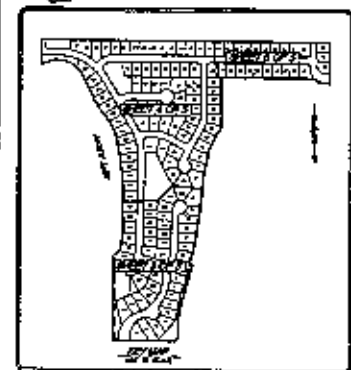
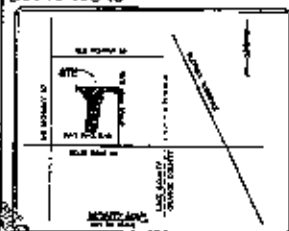
THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 2004.

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2004/11/5/032
DEGE 2004 pg. 232
8/25/2004

This is not a
Dept's Affidavit
#1155732
2/20/04 pg. 232
15/2004

20040930



LAKEVIEW PONTE

A REPLAY OF CHATHAM PARK AT JACKS LAKE PHASE I
AS RECORDED IN PLAT BOOK 48, PAGES 18-21.
SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

Local Government

STATE OF TEXAS, COUNTY OF DALLAS, SS: I, J. L. BARNETT, Notary Public in and for said County, do hereby certify that the within and foregoing instrument, bearing date of this 22nd day of June, 1966, was duly executed by the parties thereto, and that the same is a true and correct copy of the original as the same appears from the records of said County.

WITNESS MY HAND AND SEAL OF OFFICE, this 22nd day of June, 1966.

NOTARY PUBLIC IN AND FOR THE COUNTY OF DALLAS, TEXAS.

My Comm. Expires _____

_____, Clerk of said County, do hereby certify that the within and foregoing instrument, bearing date of this 22nd day of June, 1966, was duly executed by the parties thereto, and that the same is a true and correct copy of the original as the same appears from the records of said County.

WITNESS MY HAND AND SEAL OF OFFICE, this 22nd day of June, 1966.

_____, Notary Public in and for the County of Dallas, Texas.

My Comm. Expires _____

61

- [illegible]

NOTE:[illegible]

SHEET 1 OF 5

PLAT BOOK 52 PAGE 52

LAKEVIEW PONTE
IS DICKSTEIN


WFOE ALL NON ET BACI PRESENTI. That the Corporation being the owner
in the shape of the lands described in the foregoing margin to this plat,
over hereby assigns said lands and shall for the years and purposes therein
expressed, use greatly the 1/2 of the same while the 1/2 of the same
shall be in the hands of the Corporation and shall be used for the purposes
in the foregoing plat of the said plat.

IN WITNESS WHEREOF, The undersigned have hereunto set their hands and seals at the County of _____, State of _____, this _____ day of _____, 19____.

DE 7387 DE 7400 412

INDEX

Robert B. Anderson
Special Agent in Charge, Federal Bureau of Investigation
1101 Pennsylvania Ave., N.W., Washington, D.C. 20535


 Министерство образования и науки
 Республики Казахстан




From the **Spares Available**

STATE OF MISSISSIPPI COUNTY OF Jefferson

THE FOREGOING DEEDS AND ADVERTISEMENTS BEING BY THE 1st PART OF
SAID 1st BY Johnnie Adams
AND Johnnie Adams Johnnie Adams
RESPECTFULLY OF THE PUBLIC CREDITORS
AND THE PERSONALTY ESTATE OF SAID Johnnie Adams
AS Johnnie Adams AND BE SET INTO THE OPEN
Signature of Advertiser Johnnie Adams
Printed name of Advertiser Johnnie Adams
Date _____
My commission Expires _____ (SEAL OR SIGNATURE)

CERTIFICATE OF SPONSOR

shared all with BY THESE MEMBERS. That the authorship, being a Republican Surveyor and Mayor, fully deserves its position in the State of Florida, when largely copied. That this post, was prepared under the direction and supervision, and that this full company with all the members of the State, 17, June, 1866.


 Date: 4/28/04
 Employee Name: BRETT A. MAFFETT
 Registration No. FLS 5011
 Registration No. of State: LD 8083
 Test ID: 04040401, SLEB ID: 04040401, FLS No. 5009

STATEMENT OF EXHIBITS 128

Prepared for Division 177238, Florida Highway, I have reviewed
 and find satisfactory to Chapter 322, Florida Statutes, and
 find that, consistent with the applicable requirements of the
 applicable laws, I have no objection to the proposed
 of any of the expenditures, hereby is incorporated.

[Signature]
 Professional Engineer and Chapter
 Public Highway No. 322

CERTIFICATE OF APPROVAL
BY MUNICIPALITY

WCS is to continue that this plot was explained in accordance with Section 177.001, Florida Statute and presented to the CITY COUNCIL of Osceola, Lake County, Florida, and approved by said CITY COUNCIL of Osceola for release on the 2nd day of March, 2004, provided that this plot is submitted in the office of the Clerk of the County Court of Lake County, Florida within 30 days of the date of approval of said City of Osceola, Florida.

ATTEST:  City Clerk  Mayor

வினாக்கள் 60 முதல் 70 வரை

1. Robert Clark, that I have submitted the foregoing and find that it complies in every way with the requirements of Chapter 177, Florida Statutes and was filed for record on July 22, 1964 at 2:45 p.m. in the Seventy-third session of the County of Duval Court.

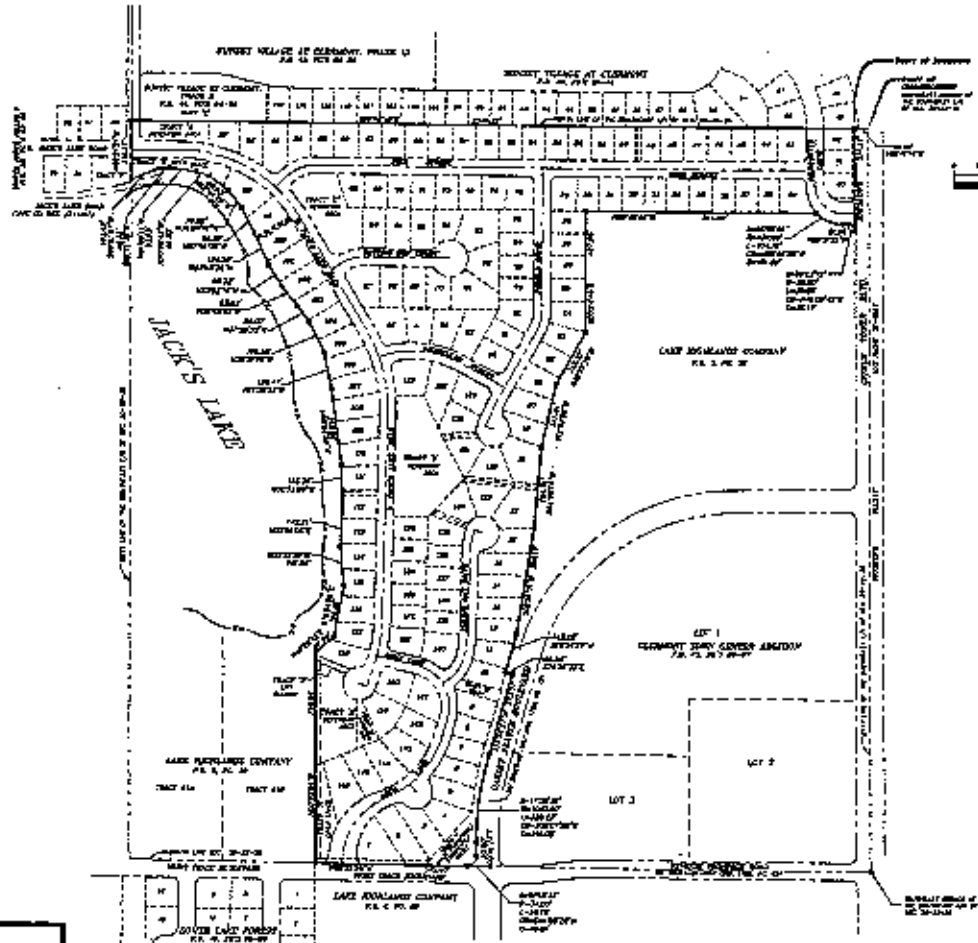
Paul McMillan, Jr.
 Clerk of the Circuit Court
 in and for Lake County, Florida

LAKEVIEW POINTE

A REPLAT OF CHATHAM PARK AT JACK'S LAKE PHASE 1
AS RECORDED IN PLAT BOOK 48, PAGES 18-21,
SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

SHEET 2 OF 5 PLAT BOOK 53 PAGE 53

This is not a certified copy



- LEGEND**
- 1. Existing
 - 2. Proposed
 - 3. Reserved
 - 4. Easement
 - 5. Right of Way
 - 6. Utility
 - 7. Water
 - 8. Sewer
 - 9. Gas
 - 10. Electric
 - 11. Telephone
 - 12. Cable
 - 13. Other



NOTES
THIS PLAT IS PREPARED IN ITS ENTIRETY BY THE OFFICIAL SURVEYOR OF THE SURVEYING AND MAPPING DIVISION OF THE CITY OF CLERMONT, FLORIDA. IT IS GUARANTEED TO BE CORRECT AND COMPLETE IN ALL RESPECTS. ANY DISCREPANCY BETWEEN THIS PLAT AND ANY OTHER RECORDS OR DEEDS SHALL BE SETTLED BY THE OFFICIAL SURVEYOR OF THE CITY OF CLERMONT, FLORIDA.

LAKEVIEW POINTE

A REPLAT OF CHATHAM PARK AT JACKS LAKE PHASE 1
AS RECORDED IN PLAT BOOK 48, PAGES 18-21,
SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

SHEET 3 OF 5

PLAT BOOK 52 PAGE 54

This is not a contract

CURVE TABLE
RAD. HORIZ. CURVE

STATION	CHORD BEARING	CHORD DIST.	ARC DIST.	CHORD BEARING	CHORD DIST.	ARC DIST.
1+00	N 89° 59' 59" E	100.00	100.00	1+00	N 89° 59' 59" E	100.00
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67+00	N 89° 59' 59" E	100.00	100.00	67+00	N 89° 59' 59" E	100.00
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LAKE HIGHLANDS COMPANY
P.L. 2, PG. 20

TRACT 514

TRACT 516

HUNT TRACE BOULEVARD
P.L. 43, PG. 14-15

TRACT 518

SOUTH LAKE FOREST
P.L. 43, PG. 14-15

LAKE HIGHLANDS COMPANY
P.L. 2, PG. 19



LAKE HIGHLANDS COMPANY
P.L. 2, PG. 19

CLERMONT TOWN CENTER ADDITION
P.L. 43, PG. 14-15

- LEGEND
- 1. BOUNDARY
 - 2. EASEMENT
 - 3. RIGHT-OF-WAY
 - 4. LOT
 - 5. TRACT
 - 6. ROAD
 - 7. RAILROAD
 - 8. WATER
 - 9. POWER LINE
 - 10. FENCE
 - 11. CURVE
 - 12. ADJACENT PLAT
 - 13. ADJACENT TRACT
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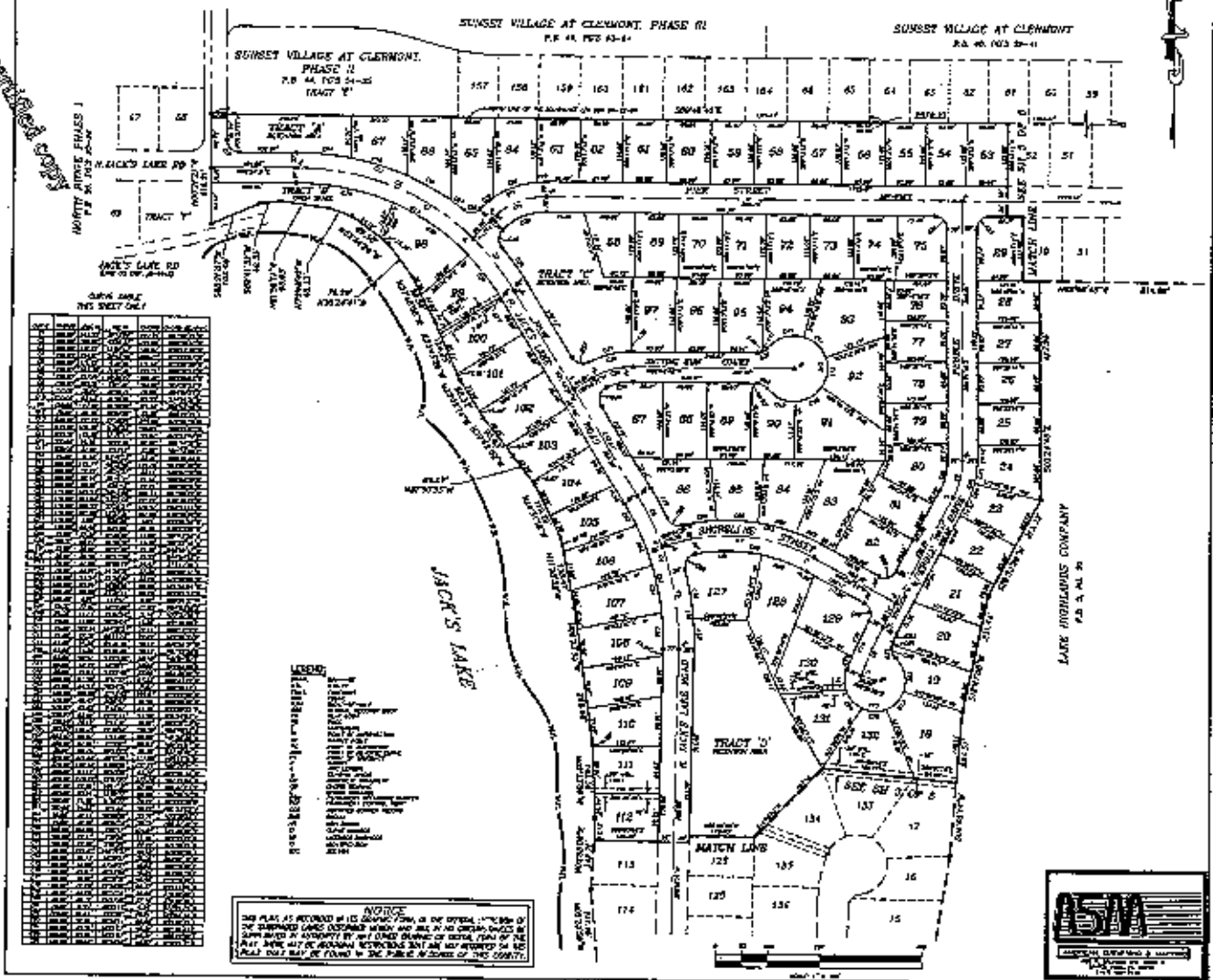
LAKEVIEW POINTE

SHEET 4 OF 5

PLAT BOOK 52

PAGE 55

A REPLAT OF CHATNAM PARK AT JACKS LAKE PHASE 1
AS RECORDED IN PLAT BOOK 48, PAGES 18-21,
SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA



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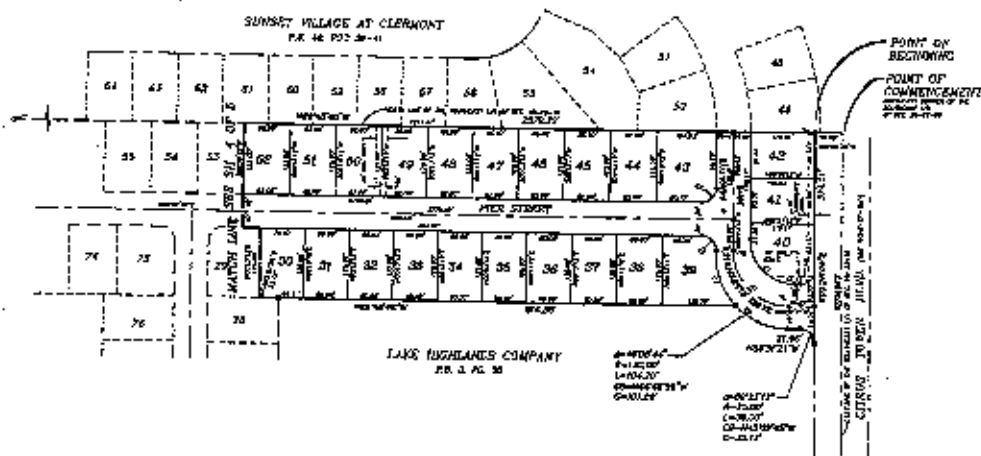
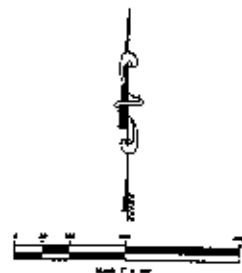
LAKEVIEW POINTE

SHEET 5 OF 5 PLAT BOOK 52 PAGE 56

A REPLAT OF CHATHAM PARK AT JACKS LAKE PHASE 1
AS RECORDED IN PLAT BOOK 48, PAGES 18-21,
SECTION 20, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

OWNER, TRACT
AND SHELTER ONLY

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100



NOTICE
THIS PLAT, AS SHOWN IN ITS ENTIRETY, IS THE OFFICIAL RECORD OF THE SURVEYED LANDS OF THE CITY AND COUNTY OF CLERMONT, FLORIDA, AND IS NOT TO BE SUPERSEDED BY ANY OTHER RECORD OR INSTRUMENT OF ANY KIND. THIS PLAT, AND ANY INSTRUMENTS, RECORDS, AND INSTRUMENTS, SHALL BE RECORDED IN THE PLAT BOOK OF THE CITY AND COUNTY OF CLERMONT, FLORIDA, AND SHALL BE A PART OF THE PUBLIC RECORDS OF THIS COUNTY.

- LEGEND
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