

**NOTICE OF RECORDING AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BRIGHT WATER PLACE HOMEOWNERS ASSOCIATION, INC**

KNOW ALL MEN BY THESE PRESENTS

That on this 29 day of June, 2026, the undersigned BRIGHT WATER PLACE HOMEOWNERS ASSOCIATION, INC , a Florida not-for-profit corporation, (hereinafter referred to as the "Association") pursuant to Florida Statutes, the BRIGHT WATER PLACE AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS, recorded in Official Records Book 1250, Page 2387, et seq , of the Public Records of Lake County, Florida, as amended and supplemented, and the AMENDED ARTICLES OF INCORPORATION OF BRIGHT WATER PLACE HOMEOWNERS ASSOCIATION, INC , as amended, (hereinafter referred to as the "Articles of Incorporation"), hereby certifies that the AMENDED BYLAWS of BRIGHT WATER PLACE HOMEOWNERS

ASSOCIATION, INC , (hereinafter referred to as the "Amended Bylaws"), a copy of which Amended Bylaws are attached hereto and by reference made a part hereof, were duly adopted on the 28 day of May 2026 Said Amended Bylaws were approved pursuant to Article 10 of the Articles of Incorporation at the Special Members Meeting on 28 day of May 2026

Proper notice was given for the Special Member Meeting Said Notice stated the time and place of the meeting, and the stated purpose thereof At the meeting at which the Amended Bylaws were proposed and adopted, at least a majority of the Members of the Association present in person or by proxy voted in favor of adopting the Amended Bylaws

IN WITNESS HEREOF, undersigned BRIGHT WATER PLACE HOMEOWNERS ASSOCIATION, INC has caused these presents to be executed in its name, the 28 day of June, 2026

**AMENDED COVENANTS AND RESTRICTIONS OF
BRIGHT WATER PLACE HOMEOWNERS ASSOCIATION, INC**

(A Florida Corporation Not for Profit)

June 2026

ARTICLE I DEFINITIONS

1 Section 1 - Defined Terms

For the purposes of these Covenants, Conditions, and Restrictions (CCRs), the following terms shall have the meanings set forth below. These definitions are intended to provide clarity and uniformity in the interpretation and enforcement of the provisions contained herein.

1.1 "ARC" means the architectural review committee of the Association, as established in Article 8 hereof.

1.2 "ARC Guidelines" means the guidelines for development and/or renovation of the Lots contained or to be contained in the Community. Wherever in this Declaration the approval of the ARC is required, it shall be in accordance with the ARC Guidelines, to the extent the ARC Guidelines contain guiding provisions. For purposes of clarity, the ARC Guidelines do not constitute Rules and Regulations, as specifically provided in Section 1.27 hereof.

1.3 "Act" means Chapter 720, Florida Statutes, as existing on the date of recordation of this Declaration.

1.4 "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time. A copy of the Articles, as filed with the State of Florida Department of State, is attached hereto as Exhibit C.

1.5 "Assessment" or "Assessments" means those charges and obligations set forth in Article 16 hereof, including General Assessments, Special Assessments and Specific Assessments.

1.6 "Association" means the Bright Water Place HomeOwners Association, Inc., a Florida not-for-profit corporation organized pursuant to Chapters 617 and 720, Florida Statutes, to administer certain common and designated functions for or pertaining to the Community and its surrounding areas pursuant to this Declaration.

1.7 "Authorized User" means the tenants, guests and invitees of an Owner and all occupants of a Lot or Parcel other than the Owner(s).

1.8 "Benefited Parties" means Association and Owners, together with each of their respective successors and assigns, and the tenants, guests, and invitees of the Owners, but excluding the general public.

1.9 "Board" or "Board of Directors" means the board of directors of the Association.

1.10 "By-Laws" means the By-Laws of the Association, as may be amended from time to time. A copy of the By-Laws is attached hereto.

1 11 "City" means City of Eustis, Florida

1 12 "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties pursuant to this Declaration, the Articles, the By-Laws or any , or any agreement properly entered into by the Association, including, but not limited to, **(a)** the expenses incurred in connection with the Ownership, maintenance, repair, replacement, reconstruction or improvement of the Common Property and/or real property held in title by the Association, if any, as provided for pursuant to this Declaration (which expenses may, but shall not necessarily, include utilities, taxes, assessments, insurance and repairs), **(b)** the expenses of obtaining, repairing or replacing personal property owned by the Association, **(c)** the expenses incurred in the administration and management of the Association, and **(d)** the expenses declared to be Common Expenses pursuant to this Declaration or the Articles or the By-Laws

1 13 "Common Property" or "Common Properties" means all real property within a community which is owned or leased by an association or dedicated for use or maintenance by the association or its Members, including, regardless of whether title has been conveyed to the association

(a) Real property the use of which is dedicated to the association or its Members by a recorded plat, or

(b) Real property committed by a declaration of covenants to be leased or conveyed to the association

1 14 "Community" means the master planned community development project known as Liberty Preserve The Community may also include any lands not located within the boundaries of a portion of the Property (such as, but not limited to, lands located on adjacent lands or lands lying in close proximity to the lands) that are subject to the scope of this Declaration as a part of the Property

1 15 "County" means Lake County, Florida

1 16 "Declaration" means this instrument, entitled "Declaration of Covenants and Restrictions for Liberty Preserve," as may be amended and supplemented from time to time, together with its exhibits

1 17 "Governing Documents" means collectively this Declaration, the Articles, the By-Laws, the, and any other instrument which governs the operation and/or use of the Property and the duties and obligations of the Association, but specifically excluding the ARC Guidelines

1 18 "Governmental Entity" means collectively the agencies of the local, state or federal government having jurisdiction over all or a portion of the Property, including, but limited to, the City, and the County

1 19 "Lot" means a subdivided Lot created by a subdivision plat and designed for residential use

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through construction of a Home thereon

1 20 "Member" means a Member of the Association, as provided in this Declaration, the Articles or the By-Laws

1 21 "Owner" means any Person who from time to time holds record fee simple title to any Lot or Parcel (or any part thereof, as and to the extent applicable) A builder who holds title to a Lot or Parcel is an Owner

1 22 "Parcel" means a portion of the Residential Property developed or anticipated to be developed as single-family detached homes, zero Lot-line detached single family homes, multi-family structures, duplexes, townhouses or multi-story attached dwellings

1 23 "Person" means any natural person or artificial entity having legal capacity

1 24 "Property" means and refers to that certain real property identified in Article 2 hereof

1 25 "Resident" means an occupant of a Home who is not an Owner, but occupies pursuant to a lease or other formalized arrangement with such Owner pursuant to the terms of this Declaration, including all approvals required therein

1 26 "Residential Property" means all of the Property excluding any lands conveyed to the Association or which otherwise constitute or shall constitute a portion of the Common Property

1 27 Architectural Guidelines means the rules and regulations adopted by the Board pertaining to the use and operation of the Common Property and the Residential Property, as same may be amended from time to time For purposes of clarity, the specifically exclude the guidelines and provisions pertaining to modifications, renovations and/or reconstruction of the improvements on a Lot or Parcel (including, but not necessarily limited to, the ARC Guidelines), whether promulgated by the Board or another party, as same are deemed not to pertain to the use and operation of the Common Property or the Residential Property

1 28 "Surface Water Drainage and Management System" means the system defined in Section 11 2 hereof

1 29 "WMD" means the St Johns River Water Management District

1 30 "WMD Permit" means the permit(s) issued by WMD from time to time with regard to the Community and shall be deemed to include any environmental resource permit as issued by WMD pertaining to the Property The WMD Permit shall include, without limitation, that certain permit issued by WMD

Section 2 - Purpose of Definitions

The definitions provided in this Article are intended to clarify the terms used throughout these CCRs and to ensure consistent interpretation. In the event that a term is not defined in these CCRs, the definition provided in the Bylaws or the Articles of Incorporation shall apply. If no definition exists in either of those documents, then the generally accepted meaning shall be used.

ARTICLE II PROPERTY AND LAND USE RESTRICTIONS

Section 1 – The Property

- 1 The real property which 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 per recorded Plat of BRIGHT WATER PLACE, as recorded in the Public Records of Lake County, Florida, Plat Book 31, Pages 41 and 42

Section 2 – Use of Property

- 1 **Residential Use** All Lots within the Community shall be used solely for single-family residential purposes. No Lot shall be used for any business or commercial activity unless specifically authorized by the Association in accordance with applicable laws.
- 2 **Prohibited Activities** The following activities are prohibited on any Lot:
 - Operating any business or commercial enterprise
 - Storing or parking recreational vehicles, boats, or trailers outside of designated areas, except for short-term use
 - Conducting any unlawful activity that would be a nuisance to other residents

Section 3 – Architectural Control

- 1 **Approval Required for Alterations** No Owner shall make any structural alterations or additions to the exterior of any building, fence, or structure, nor make any landscaping modifications without prior written approval from the Board of Directors or an Architectural Review Committee appointed by the Board. This includes, but is not limited to, changes to exterior color, landscaping, and construction of fences or walls.
- 2 **Standards for Approval** All alterations must comply with the architectural and aesthetic standards as adopted by the Association. These standards shall be consistent with the overall aesthetic and design guidelines of the community.

Section 4 – Maintenance of Property

- 1 **Owner Responsibilities** Each Owner is responsible for the maintenance and upkeep of their Lot, including all buildings, structures, lawns, landscaping, and driveways. All property must be kept in good repair and free from debris, trash, or other unsightly conditions that may affect the appearance of the Community.

- 2 **Association Maintenance** The Association shall be responsible for maintaining and repairing Common Areas, including streets, sidewalks, parks, recreational facilities, and landscaping in areas designated as Common Areas.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 – Membership

Each Owner and the Owner of a Lot or Parcel shall be a Member as to each Lot or Parcel (or portion thereof) owned. When any Lot or Parcel is Owner of record by two or more Persons, all such Persons shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, Ownership of any Lot or Parcel and shall be automatically transferred by conveyance of that Lot or Parcel. Consistent with Fla.

Stat. §720.306(1)(b), each Lot shall be entitled to only one vote, regardless of the number of Owners.

For avoidance of doubt, and consistent with Fla. Stat. §720.306(1)(b), each Lot shall be entitled to only one vote, regardless of the number of Owners. When a Lot is owned jointly, the Owners must designate the individual entitled to cast the Lot's vote by certificate on file with the Association.

Section 2 – Transfer of Membership

Membership in the Association is transferred upon the transfer of title to a Lot. No Membership rights or privileges may be transferred separately from the transfer of the Lot itself.

Section 3 – Voting Rights

Voting Eligibility. The Association shall have a single class of Membership. Each Lot shall be entitled to one Membership and one vote in the affairs of the Association, which shall be exercised as set forth in the Bylaws. When a Lot is owned by more than one person or entity, the voting rights shall be exercised as provided in the Bylaws.

Proxies. Members may vote by proxy at any Member meeting of the Association, in accordance with the procedures set forth in the Bylaws. Proxies must be dated, signed by the Member, and are effective only for the specific meeting or for up to **90 days**, consistent with Fla. Stat. §720.306(8).

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1 – Members' Easement of Enjoyment

Subject to the provisions of Section 2, every Member shall have a right and easement of enjoyment in and to the Common Property, and such easement shall be appurtenant to and shall pass with the title to every Lot

Such easement rights are subject to suspension for nonpayment of assessments and for violations of the CCR's, or the Bylaws in accordance with Fla Stat §720 305 and §720 3085

Section 2 – Use and Benefit

All Common Property owned or leased by Association shall be held by the Association for the use and benefit of the Association, the Benefited Parties, and any other Persons authorized to use the Common Property or any portion thereof by Declarant or the Association. All Common Property shall be used for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to (a) the terms of this Declaration, (b) the terms of any easement, restriction, reservation or limitation of record affecting the Common Property or contained in the deed or instrument conveying the Common Property to the Association, and (c) any rules and regulations adopted by the Association. The Association may restrict use of any portion of the Common Property when the nature of such property is not intended for the use of some of the Benefited Parties or may restrict the type of use or times of use in any way deemed appropriate by the Board. An easement and right for such use of the Common Property is hereby created in favor of all Benefited Parties, appurtenant to the title to their portion of the Property, subject to any rules and regulations promulgated by the Association.

Section 3 – Association Rights as to Common Property

The rights and easements of the Benefited parties and, in general, the use of the Common Properties shall be subject to the following

- (a) The right of the Association to limit the use of the Common Properties
- (b) The right of the Association to suspend the enjoyment rights of an Owner, Tenant, or Guest, if and up to the maximum extent permitted by law, for any period during which any Assessment remains unpaid, or for any infraction of the ARC Guidelines (to the extent the Association has the power to enforce such ARC Guidelines) or this CCR
- (c) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided, however, that no such

dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action

Suspension of use rights and the imposition of fines shall only be imposed following notice and an opportunity for hearing before an independent committee, consistent with the due process protections of Fla Stat §720.305(2)

Section 4 – Drainage and Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or later recorded if recorded by Successor in Title. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, including mowing and cleaning debris, except for those improvements for which a public authority or utility company is responsible.

If an Owner fails to maintain the easement area of their Lot as required, the Association may, after reasonable notice, perform the required maintenance and assess the costs against the Owner, consistent with Fla Stat §720.305.

ARTICLE V ASSESSMENTS AND FEES

Section 1 – Authority to Impose Assessments

The Association shall have the authority to impose annual assessments upon the Owners of Lots within the Community for the purpose of funding the operation, maintenance, and repair of the Common Areas, and for any other purposes authorized by the Association's governing documents. This authority is granted pursuant to §720.308 and §720.3085, Florida Statutes.

Section 2 – Creation of the Lien and Personal Obligation of Assessments

Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien shall relate back to the recording of the Declaration of Covenants, pursuant to §720.3085(1). The obligation to pay assessments is joint and several with any subsequent grantee of title, as provided in §720.3085(2).

Section 3 – Purpose of Assessments

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

- (a) Payment of operating expenses of said Association,
- (b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of directional markers and signs and traffic control devices, and costs of controlling and regulating traffic on the access ways,
- (c) Maintenance, improvements and operation of drainage easements and systems,
- (d) Management, maintenance and improvement of buffer strips, and recreation areas and facilities, if any,

- (e) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by said Association,
- (f) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property, and/or in furnishing the services and facilities provided herein to or for the Owners and Members of the Association,
- (g) Repayment of funds and interest thereon, which have been or may be borrowed by the Association for any of the aforesaid purposes,
- (h) Doing any other thing necessary or desirable, in the judgment of said Association, to keep The Property neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or which in the judgment of the said Association, may be of general benefit to the Owners or occupants of lands included in the subdivision

Section 4 – Annual and Maximum Assessments

- (a) Annual Assessment Commencing with the 2026 calendar year and continuing thereafter until modified by the Board of Directors or the Members, there shall be an annual assessment of Four Hundred Seventy and 00/100 Dollars (\$470.00) per house or vacant Lot, payable annually on July 1st of each year. This annual assessment shall be in addition to the above-mentioned original assessments and shall be prorated in the year of initial purchase. Said assessment shall be paid directly to the Association.
- (b) Maximum Assessment The Board of Directors of the Association may, after consideration of current maintenance cost and future needs of the Association, fix the annual assessment for any year at a lesser amount commencing with the year beginning January, 1991. The annual assessment may be increased by a vote of the Members, as hereinafter provided. Adoption of the annual budget and assessments shall comply with the notice and meeting requirements of §720.303(6).

Section 5 – Special Assessments for Capital Improvements

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds

(2/3) of the votes of Class A Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Notice of any meeting to consider a special assessment shall be mailed, delivered, or electronically transmitted to Members and posted in a conspicuous place within the community at least 14 days in advance, as required by §720 303(2)(c)

Section 6 – Change in Basis and Maximum of Annual Assessments

Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes, irrespective of the class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof. Such changes must be adopted in compliance with §720 303(6)

Section 7 – Quorum for any Action Authorized Under Sections 4 and 5

The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60%) percent of all the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8 – Certificate of Payment

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

Section 9 – Effect of Non-Payment of Assessment

If the Assessments are not paid on the date when due, then said assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, or unless the Association causes a lien to be recorded in the Public Records giving notice to all persons that the Association is asserting a lien upon the Lot.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment, interest, together with the costs of the action. Late fees shall not exceed \$25.00 or 5% of the installment due, whichever is greater, and interest shall not exceed 18% per year, as provided by §720.3085(3). Foreclosure of the lien must comply with §720.3085(5).

Section 10 – Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the Lots subject to assessment. This subordination shall not relieve such Lot from liability for any assessments now or hereafter due and payable. This subordination shall not relieve the Lot from liability for any assessments now or hereafter due, consistent with §720.3085(1).

Section 11 – Exempt Property

The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use, (b) all Common Property as defined in Article I, Section 1 hereof, and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI ARCHITECTURAL CONTROL AND APPROVAL

Section 1 – General

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee (ARC) as to harmony of external design and location in relation to surrounding structures and topography

Section 2 – Composition

The ARC shall consist of not fewer than three (3) Members appointed by the Board of Directors, who shall serve at the Board's discretion. Neither the Association, the Board of Directors of said Association, nor the Members of the Association, shall have the authority to amend or alter the number of Members of the ARC which is irrevocable herein set forth as three (3) Members. A quorum of the ARC shall be binding, without a quorum present and a $\frac{2}{3}$ affirmative vote by the Members.

Section 3 – Term of Office

Members of the ARC shall serve until they resign, are removed by the Board, or until their successors are duly appointed.

Section 4 – Duties of the ARC

The ARC shall review and approve or disapprove proposed improvements, alterations, or modifications to Lots within the Property. Any approval shall be in writing. The ARC shall administer and enforce architectural criteria and guidelines consistent with the Declaration, the Governing Documents, and applicable Florida Statutes, including §720.3035. ARC Guidelines may be amended by the Board provided that such amendments are not inconsistent with §720.3075 or other provisions of law.

Section 5 – Appeals Process

Any Owner whose application has been denied may appeal the decision to the Board of Directors. The decision of the Board shall be final. Any enforcement actions involving fines or suspensions must also comply with the procedures of §720.305(2), requiring an independent committee to approve or reject the proposed fine or suspension.

Section 6 – Liability

Neither the ARC, nor any Member thereof, nor the Association, nor its Board of Directors, shall be liable to the Association, any Owner, or to any other party for any loss, damage, or injury arising out of or in any way connected with the performance of the ARC's duties hereunder, except to the extent caused by the gross negligence or willful misconduct of the ARC or its Members

Section 7 – Enforcement

If any Owner shall construct or alter any building or structure in violation of this Article, the ARC or the Board shall notify the Owner in writing of the violation. If the violation is not corrected within a reasonable time, the Association may take appropriate legal action to enforce compliance, including seeking injunctive relief and the recovery of attorney's fees and costs. The ARC or Board may enter upon the Lot and correct or remove the violation at the expense of the Owner.

ARTICLE VII - EXTERIOR MAINTENANCE AND REPAIRS

Section 1 – Exterior Maintenance

In addition to maintenance upon the Common Property, the Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any improved Lot, subject, however, to the following provisions. Prior to performing any maintenance on a vacant Lot or improved Lot, the Association shall determine that said property is in need of repair or maintenance and is detracting from the overall appearance of The Properties. Prior to commencement of any maintenance work on a Lot, the Association must furnish thirty (30) days prior written notice to the Owner at the last address listed in the Association's records for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made within said thirty (30) day period, the Association shall make said necessary repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time, the Association shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as are so specified in the above written notice. In this connection the Association shall have the right to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2 – Assessment of Cost

The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is performed and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof, and, as part of such assessment or charge, it shall be a lien and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof.

Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

ARTICLE VIII - RESTRICTIVE COVENANTS

Section 1 – Land Use

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-half (2 ½) stories in height, and a private garage for not more than three (3) cars. Leasing or renting of dwellings for periods of less than six (6) months is prohibited, provided this restriction applies prospectively in compliance with §720.306(1)(h), Florida Statutes, and shall not impair existing Owners' rights without written consent.

Section 2 – Dwelling Quantity and Size

Buildings on Lots 1 through 21 shall have a minimum of 2,000 square feet of living area, and remaining buildings shall have a minimum of 1,800 square feet of living area.

Section 3 – Building Location

- (a) Front yards shall not be less than 27 feet in depth measured from the front property line to the front of any building structure.
- (b) Rear yards shall not be less than 27 feet in depth measured from the rear property line to the rear of any building structure, exclusive of pool or patio.
- (c) Side yards shall be provided on each side of every dwelling structure of not less than 10 feet from side Lot lines, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of 27 feet on the front and 22 feet on the side.

Section 4 – Garages

No carports shall be permitted, and each living unit shall include a garage which shall be at least adequate to house two (2) standard sized American automobiles. All garages and garage doors must be maintained in usable condition. The garage door must open to the side or rear of the Lot, no front entrance garages will be permitted.

Section 5 – Landscaping

Landscaping plans must be submitted to and approved by the ARC. Sodding will be required on all front and side yards. Seeding and/or sprigging is required in the rear of the property line and width will be the same as the side setback of the house. Appropriate shrubs not to exceed eight (8) feet in height, must be placed in the front and on each side of the house. Wood mulch must be used in any areas on each Lot around shrubs and trees unless the area up to the base of the shrub or tree is sodded. Florida-friendly landscaping or xeriscape alternatives consistent with §720.3075, Florida Statutes, shall be permitted.

Section 6 – Authority

The ARC shall have the authority to regulate exterior improvements, including fences, walls, signs, exterior color schemes, and other modifications, consistent with §720.3035 and §720.3075, Florida Statutes. No restriction shall prohibit the installation of solar collectors, energy devices, satellite dishes protected by federal law, or the display of flags as permitted under §720.304.

ARTICLE IX – AMENDMENT

Section 1 – Rights

The Association reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing an ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in their sole judgment, determine such violation to be a minor or insubstantial violation

Except as to provisions relating to amendments as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular items, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. Any governing document of the association may be amended, except as above mentioned, in whole or in part, by affirmative vote of two thirds of the voting interests of the association, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of Lake County, Florida. A proposed amendment may be initiated by the ARC, the Association, or by a written petition signed by Owners of at least twenty percent (20%) of the Lots, provided that any such proposed amendment complies with the requirements and limitations of Sections 720.306 and 720.3075, Florida Statutes. A written copy of the proposed amendment shall be furnished to each Owner at least ninety (90) days but not more than one hundred twenty (120) days prior to a designated meeting to discuss time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment.

Section 2 – Effective Date of Amendments

Any amendment to these CCRs shall become effective upon its recording in the public records of Lake County, Florida.

ARTICLE X – ADDITIONAL COVENANTS AND RESTRICTIONS

No property Owner, without the prior written approval of the Association, may impose any additional covenants or restrictions on any part of the land shown on the plat of The Property No additional covenants or restrictions may be imposed that are inconsistent with or prohibited by Florida Statutes §720.3075

Any proposed changes to Article IV, Section 4 must be approved by St. Johns River Water Management District prior to recording

ARTICLE XI - DURATION

Section 1 – Term

The covenants, restrictions and provisions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Association, and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms of Article XI hereinafter set forth. These covenants, provisions, and restrictions may be terminated in the same manner set forth for amendments in Article IX.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then covenants in whole or in part

Section 2 – Extension

Notice of Revitalization and Continuation of Declaration of Covenants Pursuant to Florida Statutes §720.403–720.407, and in accordance with the procedures set forth by the Department of Economic Opportunity (or its successor agency), the Declaration of Covenants, Conditions, and Restrictions for Bright Water Place HomeOwners Association, originally recorded in Official Records Book 1059, Page 2356, of the Public Records of Lake County, Florida, and having an initial effective term of 30 years, has been successfully revitalized through the Covenant Revitalization process. The revitalized Declaration was approved by a majority of affected parcel Owners and submitted to and accepted by the Florida Department of Economic Opportunity. Pursuant to Florida Statutes §720.405(6), a copy of the approved revitalization documents and the Department's letter of approval shall be recorded in the Public Records of Lake County, Florida.

Accordingly, the Declaration has been reinstated and shall remain in full force and effect for a period of 30 years from the date of recordation of this notice, unless otherwise amended or terminated in accordance with the governing documents and applicable law.

ARTICLE XII - ENFORCEABILITY

Section 1 – Violation

If any person, firm, corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. Should the Developer and/or the Association be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the other party. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, their heirs, successors or assigns, or the Association, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. Attorney's fees shall be recoverable as provided in Florida Statutes §720.305(1)

Section 2 – Enforcement

The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The St. Johns River Water Management District is specifically authorized to enforce the provision under Article IV, Section 4 regarding maintenance of the storm water treatment facility.

The Association may also levy fines or suspend rights of Members in accordance with Florida Statutes §720.305. No fine or suspension shall be imposed without at least fourteen (14) days' notice to the Member and an opportunity for a hearing before an impartial committee of at least three (3) Members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of such persons.

Section 3 – 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 mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the record of the Association at the time of such mailing. Alternatively, notices may also be sent by electronic transmission to Members who have consented in writing to receive electronic notice, in accordance with Florida Statutes §720.303(4).

If a Member's mailing or email address (if applicable) changes, the Member must notify the Board within 30 days, either by email or by sending a letter to the official mailing address:

P O Box 350073, Grand Island, FL 32735-0073

Section 4 – Entire Agreement

This Amended Declaration of Covenants and Restrictions shall supersede the Declaration of Covenants and Restrictions for Bright Water Place heretofore recorded in the Official Records of Lake County, Florida at Official Records Book 1059, Page 2356, et seq., which previous Declaration of Covenants and Restrictions is hereby cancelled.

Section 5 – Official Record

This Amended Declaration of Covenants and Restrictions may be executed in counterparts, or by additional joinders, all to be recorded in the Official Records for Lake County, Florida.

ARTICLE XIII – GENERAL PROVISIONS

Section 1 – Disclaimer of Association Liability

“Association” means the Association and all committee and Board Members, employees, agents, contractors (including management companies), subcontractors, successors, and assigns

Notwithstanding anything in the Association’s governing documents (Articles, By-Laws, rules, or other recorded instruments, collectively the “Association Documents”), the Association is not a guarantor or insurer of the health, safety, welfare, or property of any Owner, Member, Resident, Authorized User, guest, invitee, agent, or contractor

- (a) The Association Documents are intended solely to promote enjoyment and preserve property values within the Community. They are not intended, and the Association is not authorized, to enforce or ensure compliance with governmental laws or to prevent tortious conduct
- (b) By acquiring any interest in or using any portion of the Community, every Owner, Member, and other person accepts and is bound by this Section and waives all claims and causes of action against the Association to the extent liability is disclaimed herein
Each Member further releases the Association from liability for injury or death arising from adverse weather and its effects

**EXECUTED by Bright Water Place Homeowners Association, Inc , a Florida not-for-profit corporation, this 28th day of June, 2026

BRIGHT WATER PLACE HOMEOWNERS ASSOCIATION, INC

By 

Name: Susie Klingberg

Title: President

Attest By 

Name: Simon Meelich

Title: Vice President

STATE OF FLORIDA

COUNTY OF LAKE

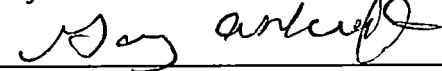
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of June, 2026, by Susie Klingberg, as President of Bright Water Place Homeowners Association, Inc , a Florida not-for-profit corporation, on behalf of the corporation He/She is personally known to me or has produced personally known as identification

By _____

Name: Gary Ashcraft

Title: Notary

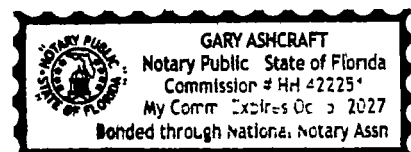
Notary Public, State of Florida

By 

Printed Name Gary Ashcraft

My Commission Expires 10/5/2027

Commission No HH422251



**EXECUTED by Bright Water Place Homeowners Association, Inc , a Florida not-for-profit corporation, this 28th day of June, 2026

BRIGHT WATER PLACE HOMEOWNERS ASSOCIATION, INC

By 

Name: Susie Klingberg

Title: President

Attest By 

Name: Simon Meelich

Title: Vice President

STATE OF FLORIDA

COUNTY OF LAKE

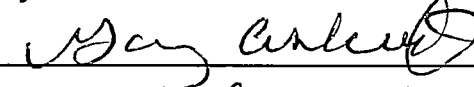
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of June, 2026, by Simon Meelich, as VicePresident of Bright Water Place Homeowners Association, Inc , a Florida not-for-profit corporation, on behalf of the corporation He/She is personally known to me or has produced personally known as identification

By _____

Name: Gray Ashcraft

Title: Notary

Notary Public, State of Florida

By 

Printed Name Gray Ashcraft

My Commission Expires 10/5/2027

Commission No HH 422251

