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**BRIGHT WATER PLACE  
DECLARATION OF COVENANTS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions ("Declaration"), Made and Entered into on this 3rd day of April, A.D., 1990, by MORRITT-DORA, INC., hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with planned adjoining recreation area, being owned and developed by parties not including the Developer, and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said recreation area, street lights, and other common facilities; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has, or will, incorporated under the laws of the State of Florida, as a non-profit corporation, **BRIGHT WATER PLACE HOMEOWNERS' ASSOCIATION**, the purpose of which shall be to exercise the functions aforesaid;

NOW, THEREFORE, the Developer declares that the Subject Property described in Article II hereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following

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meanings:

(a) "Association" shall mean and refer to the BRIGHT WATER PLACE HOMEOWNERS' ASSOCIATION.

(b) "The Property" shall mean and refer to BRIGHT WATER PLACE as per the recorded plat in the Public Records of Lake County, Florida.

(c) "Common Property" shall mean and refer to those areas of land shown on any recorded subdivision Plat of The Property not dedicated to the public, nor designated as individual lots, if any.

(d) "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of The Property, with the exception of Common Property heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Property designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Property but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or by deed in lieu of foreclosure.

(g) "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I thereof.

## ARTICLE II

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

Section 1. The Property. 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.

Section 2. Additions in Accordance with a General Plan of Development. The Developer retains the right to add additional land to The Property in accordance with the general plan of development, but shall not be obligated to do so. The Developer intends to add a second phase to the development such that the total number of lots in Bright Water Place would be not more than 146 lots.

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

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. The requirement of membership shall by foreclosure or otherwise, pursuant to the mortgage instrument.

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

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Member shall be the Developer. The Class B Member shall be entitled to four votes for each Lot in which they hold the interest required for membership by Section 1, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, including an additional lot, permitted under Article II, Section 2, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

## ARTICLE IV

## PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easement of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right an 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.

Section 2. Title to the Common Property. The Developer may, at his discretion, retain or sell the legal title to the Common Property, if the subsequent owner or the Association is able to maintain the same. The Developer may convey or turn over certain items of the Common Property and retain others. To illustrate, the Developer may, at their discretion, immediately turn over all landscaped beautification areas, street lights, or such other items to the subsequent owner or Association upon completion of same without turning over to the Association or subsequent owner certain other Common Property. Notwithstanding any provision herein to the contrary, the Developer hereby covenants, for themselves, their heirs, successors and assigns, that they shall convey all Common Property located within The Property.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer, their heirs, successors and assigns and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Property and in aid thereof, to mortgage said property. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the right of the Developer, their heirs, successors and assigns, and the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure; and

(c) the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment right of any Member for any period during which any assessment remains unpaid, for any period not to exceed thirty (30) days for any infraction of its

published rules and regulations; and

(d) the right of Developer, their heirs, successors and assigns, and 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 irrespective of class membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action on thereunder is sent to every Member at least ninety (90) days in advance of any action.

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.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. 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. Each such assessment, together with such interest thereon and cost of collection thereof as are of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively, for the purpose of promoting the recreation, health, safety, and welfare of the

residents in The 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 3. Original, Annual, Service and Maximum Assessments.

(a) Original Assessment. The original assessment shall be Two Hundred Fifty and 00/100 (\$250.00) Dollars per Lot (to be paid by the lot owner at time of closing on each lot). The Developer, until the time the Association is activated, may use any part or all of said sum for the purposes set forth in Article V, Section 2. The Developer shall account to the Association for any

sums so expanded and shall deliver to the Association the balance of any funds upon activation of the Association. The Developer is exempt from payment of the original assessment as shall be any lot owners owning lots prior to platting, for such lot owned prior to platting or other lots obtained by them in exchange of such pre-platting property.

(b) Annual Assessment. Commencing with platting and thereafter until modified by the Board of Directors or the members, there shall be an annual assessment of Two Hundred and 00/100 (\$200.00) Dollars per house or vacant lot, payable quarterly on January 1, April 1, July 1, and October 1 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, or, in the event the Association is not yet activated, to the Developer, to be held in accordance with the above provisions.

(c) 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, 1990, the annual assessment may be increased by a vote of the Members, as hereinafter provided.

(d) Guaranteed Maximum Assessments. Developer hereby guarantees all of the Owners of Lots other than Developer, that the Assessments levied for Common Expenses with respect to Lots, will not exceed the amount of \$250.00 per year, per Lot for the period commencing with platting and ending January 1, 1993. Developer hereby obligates itself to pay to or for the Association any amount of normal budgeted Common Expenses incurred prior to January 1, 1993, and not produced by Assessments at the guaranteed levels which are receivable from other Owners of Units. Developer does not guarantee against extraordinary expenses. In consideration of Developer's obligations pursuant hereto, it is understood and agreed that notwithstanding anything in the Declaration to the contrary, Developer shall be excused from the payment of its share of the Common Expenses with respect to those Lots owned by Developer prior to January 1, 1993, and Developer and the Lots owned by Developer shall not be subject to Assessment as provided for in this Declaration prior to January 1, 1993. The terms and provisions of this Section shall commence as of platting of Bright Water Place, and shall cease and terminate and automatically become null and void on January 1, 1993. Developer may re-establish this provision as to unsold lots and new lots, on terms established by Developer upon adding Phase II to Bright Water Place.

Anything herein to the contrary notwithstanding, the maintenance figure does not include upkeep of the recreation facilities. A tennis complex is being arranged for development by

a third party on property adjoining Bright Water Place. Such development includes some facilities for use by residents of Bright Water Place. In the event such facilities are not constructed, then the Developer will develop some recreation facilities of similar proportion as developer has promised the residents herein (i.e. one tennis court, one swimming pool, with a gazebo). In such event the maintenance would be paid from the association maintenance budget, which would be revised for such purposes. Under such circumstances, the Developer would be released from any obligation to guarantee maintenance or assessment rates, as set forth above.

Section 4. 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.

Section 5. 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.

Section 6. 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 7. 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 8. 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 becomes 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.

Section 9. 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.

Section 10. 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 REVIEW BOARD

The Developer, upon the recording of the Original Declaration, immediately formed a committee known as the "Architectural Review Board", hereinafter referred to as "ARB", which shall function as follows:

(a) Composition. The original composition of the ARB shall consist of three (3) persons designated until the Association has been activated. Upon the activation of the Association, the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board. Provided, however, that in its selection, the Board of Directors of the Association shall be obligated to appoint the Developer or his designated representative to such Board for so long as Developer owns any Lots in The Property or has not completed the General Plan of Development for the entire area owned by Developer. 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 ARB which is irrevocably herein set forth as three (3) members. A quorum of the ARB shall be binding without a quorum present and a 2/3 affirmative vote by the Members.

(b) Planning Criteria. In accordance with the duties of the ARB, the ARB shall promulgate the ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA ("Planning Criteria").

(c) Duties. The ARB shall have the following duties and powers:

(1) To amend from time to time the Planning Criteria. Any amendments shall be set forth in writing and be made known to all Members and to all prospective Members of the Association. Any amendment shall be subject to final approval by the Association. Any amendment shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(2) To approve all buildings, trees, fences, walls or other structures which shall be commenced, erected or maintained upon The Property and to approve any exterior additions to or changes or alterations therein. For any of the above, the ARB shall be furnished plans and specifications showing the nature, type, shape, height, materials, and location of the same and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography;

(3) To approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc. is not consistent with the planning development of The Property or contiguous lands thereto;

(4) To require to be submitted to it for approval any samples of building materials proposed or any other data or information necessary to reach its decision;

(5) To require each builder to submit two (2) sets of plans, one for the Architectural Review Board and the other one for the builder and/or financial institution;

(6) Enforcement of Planning Criteria. In addition to the other duties set forth above, the ARB, along with the Developer and/or the Board of Directors of the Association shall have the right and obligation to enforce the provisions hereof relating to the Planning Criteria, as amended from time to time by the ARB or the Association. Should any owner fail to comply with the requirements hereof, or of the Planning Criteria, the ARB, the Developer, and/or the Board of Directors of the Association shall have the right to enter upon the Lot, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the owner. Should the ARB, the Developer and/or the Board of Directors be required to enforce the provisions hereof by legal action, the reasonable attorney's fees and costs incurred, whether or not judicial proceedings are involved, including the attorney's fees and costs incurred on appeal of such judicial proceedings, shall be collectible from the owner. The ARB, the Developer and the Board of Directors of the Association, or its agents or employees, shall not be liable to the owner for any damages or injury to the property or person of the owner unless caused by negligent action of the ARB, the Developer or the Board of Directors.

## ARTICLE VII

### EXTERIOR MAINTENANCE

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

The Property described in Article II, Section 1 hereof shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Developer and upon each and every owner who shall acquire hereafter a Lot or any portion of The Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

(1) Land Use. No Lot shall be used except for residential purposes and must comply with Building and Zoning requirements. No building shall be erected upon any Lot without prior approval thereof by the ARB as hereinabove set forth. No two story buildings will be allowed if it obstructs the view of Lake Eustis, unless approved by the ARB. Anything herein to the contrary notwithstanding, one (1) platted waterfront lot shall be reserved by the Developer as a recreation area for the benefit of all owners in Bright Water Place. Maintenance of the reserved lot shall be included in the homeowner's assessments. Use of the lot shall be subject to rules and regulations established by the Developer and its successor. No residential construction shall be

shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning criteria promulgated by the ARB. However, once the ARB promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the ARB modifies, changes or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

(7) The Association shall have the same rights as set forth in paragraph (6), immediately preceding.

#### ARTICLE IX

##### AMENDMENT BY DEVELOPER

The Developer 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.

#### ARTICLE X

##### ADDITIONAL COVENANTS AND RESTRICTIONS

No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of The Property.

#### ARTICLE XI

##### AMENDMENT

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. The owners of at least seventy-five (75%) percent of these Lots or additions, in accordance with the General Plan of development according to Article II, Section 2, may change or amend any provision hereof, except as above mentioned, in whole or in

allowed on such lot which shall be transferred to the Association by the Developer.

(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.

(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.

(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 useable condition. The garage door must open to the side or rear of the lot, no front entrance garages will be permitted; unless approved by the ARB.

(5) Landscaping. Landscaping plans must be submitted to and approved by the ARB. 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.

(6) The ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions regarding such matters as prohibitions against window air conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutters, easements, games and play structures, swimming pools, sign distance at intersections, utility connections and television antennas and dishes, driveway construction, and such other restrictions as it

part, 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 instituted by the Developer, the ARB, the Association, or by petition signed by fifteen percent (15%) of the then owners of the Lots. 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 such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment.

## ARTICLE XII

### DURATION

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 Developer, 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 XI.

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

## ARTICLE XIII

### ENFORCEABILITY

Section 1. If any person, firm or 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 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.

Section 2. 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.

Section 3. 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, postpaid, 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.

#### ARTICLE XIV

##### TENNIS FACILITIES

On behalf of the Association and all members, the Developer has entered into an agreement whereby all residents of Bright Water Place shall have access, without expense to the tennis facilities, on the adjoining property, to include use of one (1) tennis court, one (1) swimming pool, and one (1) gazebo (or Clubhouse until gazebo is constructed). Such agreement includes a perpetual access easement to such facilities, which may be inferior to the acquisition on development loan for the construction and development of said facilities.

As such club facilities are a private facility, independent of Bright Water Place, the Developer cannot, and does not warrant the perpetual rights of such facilities.

IN WITNESS WHEREOF, the Developer, MORRITT-DORA, INC., has executed this instrument as of the day and year first above

written.

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

MORRITT-DORA, INC.

BY [Signature]

LAKE CONTRACTING CO., INC.

By [Signature]  
Barney E. Dillard, Jr., Pres.

[Signature]  
Barney E. Dillard, Jr.,  
Individually

FRANMACK GROVES, INC.

By [Signature]  
Mary McKae

STATE OF FLORIDA  
COUNTY OF PINELLAS

Before me personally appeared Richard Robert, as President of MORRITT-DORA, INC., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and seal this 3rd day of April, 1990.

My Commission Expires: [Signature]  
Notary Public

STATE OF FLORIDA  
COUNTY OF Lake

Before me personally appeared Barney E. Dillard, Jr., as President of LAKE CONTRACTING CO., INC. and Barney E. Dillard, Jr., Individually, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and seal this 27th day of March, 1990.

My Commission Expires: [Signature]  
Notary Public

Notary Public  
State of Florida at Large  
My Commission Expires  
October 2, 1992

STATE OF FLORIDA  
COUNTY OF Lake

Before me personally appeared Mary McKae Marchant as President of Franmack Groves, Inc., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and seal this 21st day of March, 1990.

Kathleen D. DeWalt  
Notary Public

My Commission Expires:

Notary Public  
State of Florida at Large  
My Commission Expires:  
October 2, 1992

