

STEVEN J RICHEY PA
POST OFFICE BOX 492460
601 S 9TH STREET
LEESBURG, FL 34749-2460

CFN 2008142181
Bk 03711 Pgs 2068 - 2097 (30pgs)
DATE: 12/17/2008 02:52:40 PM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 256.50

THIS INSTRUMENT PREPARED BY:
Gary Fuchs/amr
McLin & Burnsed PA
P.O. Box 1299
The Villages, FL 32158-1299
(352) 753-4690

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR BELLAVISTA AT HARBOR HILLS,
LAKE COUNTY, FLORIDA**

**THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR BELLAVISTA AT HARBOR HILLS, LAKE COUNTY, FLORIDA**
(hereinafter referred to as the "Declaration"), is made and entered into this 16th day of December, 2008, by Harbor Hills Development, Ltd., a Florida limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the sole record owner in fee simple of certain real property being developed as Bellavista at Harbor Hills, a subdivision of land in Lake County Florida according to the plat thereof recorded in Plat Book 63, Page 67, Public Records of Lake County, Florida, (hereinafter referred to as the "Initial Property"); and

WHEREAS, Declarant is also the sole record owner in fee simple of certain other real property in Lake County, Florida, which Declarant, in his sole and absolute discretion, may, in whole or part, subject to the terms of the Declaration as provided in Section 19 of Article X of this Declaration, together with any other such land Declarant deems appropriate, in Declarant's sole and absolute discretion (hereinafter referred to as the "Additional Lands"); and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities within the Initial Property and the Additional Lands, (hereinafter referred to jointly as the "Property"), and also provide for the maintenance of the streets, open spaces, buffer areas, entry features and other common facilities, and to this end desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each an all of which is and are for the benefit of the Property and each subsequent Owner of all or part thereof; and

WHEREAS, it is the intention of the Declarant to develop the Property and build residential housing units thereon and to convey full developed lots and improvements on said lots; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities within the Property, to create a homeowners' association to which shall be delegated and assigned the powers of maintaining and administering certain designated Common

Areas and other facilities within the Property, which areas, where applicable, shall be specifically designated on the plat or plats of the Property; administering and enforcing this Declaration; and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant shall incorporate under the laws of the State of Florida, a non-profit corporation to be known as The Bellavista at Harbor Hills Homeowners Association, Inc. (hereinafter referred to as the "Association"), for the purpose of exercising the functions aforesaid;

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

ARTICLE I DEFINITIONS

Section 1. The following words and terms when used in this Declaration (unless contents hereof clearly indicate to the contrary) shall have the following meanings:

Section 1.1 "Additional Land" shall mean any other land which Declarant, in his sole and absolute discretion, may add, and subject to the terms of the Declaration as provided in Section 19 of Article X of this Declaration.

Section 1.2 "Articles of Incorporation" shall mean the articles of incorporation of Bellavista at Harbor Hills Homeowners Association, Inc., as set forth in Exhibit "B".

Section 1.3 "Association" or "Neighborhood Association" shall mean the Bellavista at Harbor Hills Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns.

Section 1.4 "Board of Directors" shall mean the board of directors of The Bellavista at Harbor Hills Homeowners Association, Inc.

Section 1.5 "Builder" shall mean and refer to the purchasers of developed Lots from Declarant for the purpose of constructing Residential Units thereon.

Section 1.6 "By-Laws" shall mean the By-Laws of the Bellavista at Harbor Hills Homeowners Association, Inc., as set forth in Exhibit "C".

Section 1.7 "Common Area" shall mean all real property, including the improvements thereon, owned or which may subsequently be owned by the Association for the common use and enjoyment of the Members of the Association, whether acquired by purchase or conveyance from the Declarant, his successors or assigns, by dedication on a plat or plats

of the Property, or otherwise. All Common Area shall be acquired by or conveyed to the Association free and clear of all liens. The Common Area shall be identified by tract on the plat or plats of the Property, and shall be subject to the dedications set forth on each plat. The term "Common Area" shall also include: (i) any tangible or intangible personal property acquired by the Association and (ii) any property or other areas which might require maintenance or care by the Association including, but not limited to, the Road Easement Area. All Common Area is to be maintained by the Association and devoted to and intended for the common use and enjoyment of the Members of the Association, their families, invitees, guests, and persons occupying Dwelling Units (as hereinafter defined) on a guest or tenant basis, to the extent designed on recorded plats or authorized by the Board of Directors of the Association.

Section 1.8 "County" shall mean Lake County, a political subdivision of the State of Florida.

Section 1.9 "Declarant" or "Developer" shall mean Harbor Hills Development, Ltd., a Florida limited partnership, and his express successors and assigns, designed as set forth in Article X, Section 9, hereof. All rights, powers and privileges granted to the Declarant by this Declaration or by the Articles of Incorporation and By-Laws of the Association shall be exercised by the Declarant in such manner as it may determine appropriate.

Section 1.10 "Design Review Board" or "DRB" shall refer to the board as established by the Board of Directors to the master association to review design and plans for the proposed construction, modification, alteration or other improvements to the Property.

Section 1.11 "Harbor Hills" shall mean that certain development located in Lake County, Florida, commonly referred to as "Harbor Hills", as approved by Lake County, Florida. It shall also include any subsequent tracts which are subsequently platted and subject to the Master Declaration, whether presently designated for future development on the plat or subsequently annexed.

Section 1.12 "Lot" shall mean any numbered plot or parcel of land shown upon a recorded subdivision plat of all or a portion of the Property which Lot is intended to have a Residential Unit constructed thereon. Excluded from the definition of Lot are the Common Area, streets, and all lands owned by the Association.

Section 1.13 "Master Association" shall mean and refer to Harbor Hills Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 1.14 "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Harbor Hills, as it may from time to time be amended, and as recorded in Official Records Book 1403, Page 808, Public Records of Lake County, Florida.

Section 1.15 "Member" shall mean any Owner who is a member of the Association.

Section 1.16 "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.17 "Property" shall mean the platted property, the real property described in Exhibit "A" attached hereto and any Additional Land which Declarant may from time to time subject to the terms and conditions of this Declaration in accordance with the terms hereof.

Section 1.18 "Residential Unit" shall mean and refer to any improved property intended for use as a complete and separate single family dwelling, including but not limited to any detached dwelling, patio home, garden home or townhouse unit located within the Property. For the purpose of this Declaration, any such dwelling shall not be deemed to be improved until a Certificate of Occupancy has been issued by the appropriate governmental authorities for the dwelling constructed, or until said dwelling is determined by the Association, in its reasonable discretion, to be substantially complete.

Section 1.19 "Road Easement Area" shall mean those certain roads providing ingress/egress to the Property pursuant to the plat of Bellavista at Harbor Hills, whether dedicated or not.

Section 1.20 "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

Section 1.21 "Subdivision" shall mean Bellavista at Harbor Hills.

ARTICLE II

EASEMENTS RESERVED TO DECLARANT AND OTHERS; PROPERTY RIGHTS

Section 1. Easements for Construction and Sales. There is reserved to the Declarant and his respective designees, successors and assigns (including, without limitation, agents, sales agents, and representatives, and prospective purchasers of Lots), non-exclusive easements over the Common Area, for construction, utility lines, display, maintenance and exhibit purposes in connection with the erection of improvements and sale of Lots and Residential Units within the Property and for ingress and egress to and from construction sites at reasonable times.

Section 2. Easements Over Common Areas. To the extent that easements over, upon or under the Common Area are necessary so as to provide utility services to the Property, the Association and each Owner, and his heirs, successors and assigns, do hereby designate and appoint the Declarant as agent and attorney-of-fact, which is coupled with an interest, with full power in his name, place and stead, to execute instruments creating such easements; provided, however, that such easements shall not unreasonably interfere with the use by the Owners of the Common Area. For this purpose, the Declarant shall have the right to grant easements in perpetuity over, under and across all Common Areas shown on any recorded subdivision plats of all or portions of the Property, together with the right to grant easements to others and such easements shall include, but shall not be limited to, the right to use the said Common Area to erect, maintain and use electric and telephone wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, cable television, water or other public convenience or utilities and drainage and the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical and safe public convenience or utility installation or to provide for drainage and to maintain reasonable standards of health, safety and appearance and the right to locate wells, pumping stations and tanks.

Section 3. Easement over Lots. For so long as Declarant is the owner of any Lot, the Declarant hereby reserves unto itself the right to grant easements to itself or any other entity over each such Lot owned for purposes of ingress and egress, drainage, utility, gas, telephone, cable television and electrical services. With respect to easements thus granted, the Declarant shall have and does hereby retain and reserve the right to release the Lot from the encumbrance of such easements; provided, however, that Declarant shall not have the power to release any portion of a utility easement on a Lot without the consent of the utilities using such easement.

Section 4. Easements as Shown on Plat. Easements for access, installation and maintenance of utilities, drainage facilities, screening walls, sidewalks and landscape buffer areas are reserved to the Association as shown on the recorded plat or plats of the Property. Within such 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 drainage channels in such easements, or which may obstruct or retard the flow of water through the drainage channels or which may be inconsistent with such plans for sidewalks, landscape buffer areas and screening walls as may now or hereafter be approved by the County. The platted easement areas of each Lot, any drainage swales on a Lot and all improvements therein shall be maintained continuously by the Owner of such Lot, except for: (a) those improvements for which a public authority or utility company is responsible; and (b) those improvements for which the Association has expressly assumed responsibility.

Section 5. Owner's Easement of Enjoyment for Common Area. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) Subject to the provisions of Section 5(b) below, every Owner shall have a right to use any of the common facilities owned by the Association;

(b) The right of the Association to suspend the voting rights and right to use of any common facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days from any infraction of its published rules and regulations.

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

Section 6. Delegation of Use of Common Area. Any Owner may delegate, in accordance with the By-Laws, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property whether on a permanent or transient basis.

Section 7. Other Easements. Portions of the Subdivision are subject to various easements in favor of third parties, including any and all easements set forth in the Plat, the Master Declaration, and this Declaration. The use of any easement granted under the provisions of this Article II shall not include the right to disturb any building or structure in the Subdivision, and any damages caused to the same shall be repaired at the expense of the party causing such damages.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association, and agrees to be bound by the terms and conditions stated herein regarding said Association, including the payment of annual Assessments of the Association; provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

Section 2. Powers of the Association. The Association shall have the power to:

- (a) Adopt and amend by-laws and rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves and levy and collect assessments for the common expenses of the Association from Owners;
- (c) Hire and discharge managing agents and other employees, agents and independent contractors;

- (d) Institute, defend or intervene in litigation or administrative proceedings in its own name, on behalf of itself or two or more Owners, on matters affecting the Subdivision only;
- (e) Make contracts and incur liabilities;
- (f) Regulate the use, maintenance, repair, replacement and modification of the Common Elements of the Subdivision;
- (g) Cause additional improvements to be made as part of the Common Elements;
- (h) Acquire, hold, encumber and convey in its own name, any right, title or interest to real or personal property, but Common Elements may be conveyed or subjected to a security interest only pursuant to the specific approval of the Master Association;
- (i) Grant easements, leases, licenses and concessions through and over the Common Elements;
- (j) Impose and receive any payments, fees, charges for the use, rental or operation of the Common Elements and for services provided to the Owners;
- (k) Impose charges for administrative late fees for assessments and fines not to exceed the greater of \$25.00 or 5% of the amount due and, after notice and opportunity to be heard, levy reasonable fines for violations of this Declaration or violations of the Master Declaration, the By-Laws and the rules and regulations of the Association, and file liens against residential Units and Lots in the Association for nonpayment of assessments or fines, and file collection proceedings against Owners and file foreclosure proceedings against residential Units and Lots for the nonpayment of assessments. Any fine imposed by the Association at a rate of up to \$100 per act per day with a cap of \$1,000, shall be deemed reasonable;
- (l) Impose reasonable charges for the preparation and recordation of amendments to this Declaration or statements of unpaid assessments;
- (m) Procure and maintain adequate policies of public liability and extended coverage casualty insurance upon the Common Area. The Association additionally shall cause all persons responsible for collecting and disbursing Association monies to be insured or bonded with adequate fidelity insurance or bonds;
- (n) Provide for the indemnification of its officers and maintain directors and officers liability insurance;
- (o) Assign its right to future income, including the right to receive common expense assessments, but only to the extent the Master Declaration expressly so provides;

- (p) Exercise any other powers conferred by the Association;
- (q) Exercise all other powers that may be exercised in this State by legal entities of the same type as the Association;
- (r) Exercise any other powers necessary and proper for the governance and operation of the Association; and
- (s) Collect from the Owners the assessments due the Master Association and remit the same to the Master Association.

Section 3. Board Action by Board of Directors. The Board of Directors of the Association may act, in all instances, on behalf of the Association while exercising ordinary and reasonable care, all in accordance with this Declaration and the Master Declaration. Further, the Board of Directors shall have any and all additional powers and authority granted to them in the Master Declaration.

Section 4. Master Association Membership. Each Owner shall be a member of the Master Association. Each Owner shall have such rights, obligations and duties as set forth in the Master Declaration.

Section 5. Powers of Master Association. In addition to the following power, the Master Association shall have all the powers set forth in the Master Declaration.

- (a) The Master Association shall have the right of specific approval or veto authority of any and all legal documents associated with the Association and the Subdivision, including but not limited to, Articles of Incorporation, By-Laws, this Declaration and any amendments to the foregoing.

Section 6. Voting Rights. The Association shall have to (2) classes of voting Membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, 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 (1) vote be cast with respect to any Lot, and that vote cast shall not be split.

Class B. The Class B Members shall be the Declarant and his successors, other than individual purchasers, and the Declarant and his successors shall be entitled to twenty (20) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the Declarant has conveyed ninety percent (90%) of all of the Lots to the Owners other than Builders for resale; or
- (b) on January 1, 2020;
- (c) on a date sooner than (a) or (b) at Declarant's election.

ARTICLE IV ARCHITECTURAL CONTROL

Section 1. Overview of Architectural Control. Except for Developer, no construction, modification, alteration or other improvement of any nature whatsoever, except interior alterations not effecting the external structural appearance, shall be undertaken on any Residential Unit or Lot, unless and until the plans of such construction or alteration shall have been approved in writing by the Design Review Board in accordance with the Master Declaration.

Section 2. Review Guidelines and Procedures. Except as set forth in Section 1 of this Article, any Owner of a Residential Unit or Lot needing the approval of the DRB, as set forth in Article IX of the Master Declarations, as amended from time to time, shall comply with the procedures and requirements of Article IX of the Master Declarations.

ARTICLE V COVENANTS 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 such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees incurred in enforcing or collecting any assessment, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made with a date of priority on the day this Declaration is filed. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the joint and several personal obligation of the person(s) who was the Owner of such property at the time when assessment fell due. Their personal obligation for delinquent assessments shall pass to his successors in title, and any successor in title shall be jointly and severally liable with the prior owner for said assessments up to the time of transfer. In addition, the Association reserves the right to impose fines or sanctions for failure of the Owners to pay the initial, annual or special assessments. The amount of the fine to be charged is \$100.00 per act per day, with a cap of \$1,000.00.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes:

- (a) to promote the recreation, health, safety and welfare of the residents in the Property;
- (b) for the improvement, maintenance and operation of the Common Area, including, but not limited to, the Road Easement Area, entry features, gates, open spaces, buffer areas, walls and landscaping (including irrigation thereof) and lighting;
- (c) for the payment of the operating expenses of the Association;
- (d) for the payment of taxes, insurance, labor and equipment;
- (e) for the maintenance, repair or restoration of a Lot and the exterior of the buildings and any other improvements erected thereon, but only to the extent provided for in Section 5(b) of Article V hereof;
- (f) for the repayment of funds and interest thereon that have been or may be borrowed by the Association for any of the purposes set forth herein;
- (g) to establish and fund reserve accounts which the Association may choose to establish with respect to the maintenance, operation and improvement of the Common Areas and all improvements and equipment located thereon;
- (h) doing any other things necessary or desirable in the judgment of the Association to keep the community neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards; and
- (i) for the maintenance and repair of the Surface Water or Stormwater Management Systems, including but not limited to work within retention areas, drainage structures and drainage easements.

Section 3. Special Assessments for Capital Improvements and Other Purposes.

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

Section 4. Notice and Quorum for any Action Authorized Under Sections 2 and 3.

Written notice of any meeting called for the purpose of taking any action under Sections 2 and 3 above shall be sent to all Members not less than ten (10) 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 a majority of all the votes of each class of 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. A meeting may be adjourned or continued to a time and date certain without another notice.

Section 5. Uniform Rate of Assessment.

(a) **Annual and Special Assessments.** Both annual and special assessments must be fixed at a uniform rate for all Lots, except that as long as there is Class "B" membership, the Declarant will have the following options with respect to the annual assessments:

(i) **Option (1):** The Declarant may pay the annual assessment at an allocation rate of twenty-five percent (25%) of the rate fixed for Class "A" membership on all unoccupied Lots owned by the Declarant and in addition, pay the difference, if any, between the total annual operating expenses of the Association and the amount of the annual assessments required to be paid pursuant to this Article; or

(ii) **Option (2):** The Declarant may pay the full rate of annual assessment, at which time developer's obligation to pay the difference between expenses and annual assessments will cease.

The Declarant shall be bound to pay annual assessments in accordance with Option (1) above until such time as the Declarant gives written notice to the Association that Option (2) above will be the method of fixing assessments against the Declarant.

(b) **Single Lot Special Assessments.** In addition to the annual and special assessments authorized herein, the Association may levy in the manner hereinafter set forth a Single Lot Special Assessment applicable only to a specific Lot that has failed to meet its maintenance obligations set forth in Article VI hereof. In the event an Owner of any Lot in the Property shall fail to maintain his Lot and the exterior improvements situated thereon in accordance with the maintenance obligations set forth in Article VI hereof, then the Association, after approval of the Board of Directors and ten (10) days' written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot and to repair, clear, trim, cut, maintain, restore and water the Lot and the exterior of the buildings and any other exterior improvements erected thereon. The cost of such Lot clearing and exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable ten (10) days from the date said assessment is made. Such Single Lot Special Assessment shall be treated as a special assessments and the Association shall have all rights and powers of collection as provided in this Article. The provisions of sections 4 and 5(a) of this Article shall not be applicable to any Single Lot Special Assessments.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month

following the conveyance or dedication of the Common Area to the Association; provided, however, that Declarant may elect to defer the commencement of the annual assessments, in which case the Declarant and the Owners shall be obligated to pay all expenses incurred by the Association during the period of deferment. Association expenses during any such deferment period shall be paid monthly by the Declarant on a prorata basis based on the total number of Lots owned by Declarant during each such monthly deferment period. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. An invoice from the Association shall constitute satisfactory written notice. The due dates and the frequency of the payment shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. If any 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 thereon 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 obligations of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them, however, the lien upon the Lot shall continue. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

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 rate of eighteen percent (18%) 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 the interest above stated, the cost of the action, including reasonable attorneys' fees, whether or not judicial proceedings are involved, and including reasonable attorneys' fees and costs incurred on any appeal of a lower court decision.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, except a purchase money mortgage given to a Seller, however, the sale or transfer of any Lot pursuant to such first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien but not the obligation to pay such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Exempt Property. All property other than Lots shall be exempt from assessments, charges and liens created herein.

**ARTICLE VI
OWNERS OBLIGATIONS**

Section 1. Owners Obligation to Maintain. In addition to the covenants for assessments as provided herein, each Owner shall keep all property owned by him or designated as his responsibility by Developer, and all improvements therein or thereon, in good order and repair, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings, houses and other improvements and external appurtenances, all in a manner and with such frequency as is consistent with good property management.

Section 2. Owner's Obligation to Repair. Each Owner shall, at his sole cost and expense, repair his residence, keeping the same in the condition comparable to the condition that such residence at the time of its initial construction, excepting only normal wear and tear.

Section 3. Owner's Obligation to Rebuild. If all or any portion of the residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence to rebuild, repair, or reconstruct each residence in a manner which will essentially restore it to its appearance and condition immediately prior to the casualty, or to immediately remove all debris from the Owner's lot and regrade and resod the Lot. Reconstruction shall be undertaken within six (6) months of when the damage occurs, and shall be completed within twelve (12) months after reconstruction starts, unless prevented by causes beyond control of the Owner or Owners. If reconstruction and repair of such building or improvement is not commenced within six (6) months, the Association may raze and remove the same property from the Owner's Lot at Owner's expense as a single lot special assessment.

Section 4. Remedies. If the Owner fails to perform its duties imposed by Sections 1, 2 or 3 of this Article, the Association shall have the right, but not the obligation, through its agents and employees to enter upon the Residential Unit or Lot in question to repair, maintain and restore the Residential Unit and or Lot to good order and repair, all without liability or responsibility for trespass or injury to the property in the course of performing the acts set forth in this Article; provided, however, the Association shall follow the procedure set forth in Section 5(b) of Article V. The cost of such restoration shall be assessed or be a binding personal obligation of the Owner, as well as a lien (enforceable in the same manner as any other assessment provided for herein), upon the Residential Unit or Lot in question.

**ARTICLE VII
GENERAL RESTRICTIONS**

Section 1. General Restrictive Covenants. The general restrictive covenants contained in Article VIII of the Master Declaration as amended and this Article shall apply uniformly to all Lots and Residential Units on the Property, except to the extent prohibited by law. All references in this Article VII to the Owner shall be deemed to include the invites, guests, lessees, tenants and

renters of the Owner unless the context clearly indicates otherwise. Any conflict between Article VIII of the Master Declaration and this Article VII shall be controlled by this Article VII.

Section 2. Construction of Residential Units. Construction of each Residential Unit, including all required landscaping, shall commence within thirty-six (36) months from the date of the original Lot conveyance by the Declarant and shall diligently and continually proceed to a completion within twelve (12) months thereafter, unless a written extension is obtained by the Owner from the Declarant. In the event the Owner fails to comply with this requirement, the Declarant shall have a three (3) month option period commencing on the first day of default to repurchase the Lot at the original purchase price as may be set forth in the contract for sale and purchase.

Section 3. Builders. The Builder of any Residential Unit or any other structures or improvements to be located on the Property must be a State of Florida licensed residential builder and must be approved by the DRB.

Section 4. Residential Unit Size. All Residential Units shall contain a minimum of 2000 square footages of climate controlled living area, exclusive of porches, garages, terraces, steps, etc.

Section 5. Clotheslines. Clotheslines or clothespoles or other device or mechanism for the hanging of clothes shall be allowed to be erected or installed upon the Property in accordance with Florida Statute Section 163.04, subject to location approval by the DRB as permitted by law.

Section 6. Other Structures and Exterior Additions. Upon completion of construction of the Residential Unit pursuant to the plans approved by the DRB, no additional garage or enclosed structure or addition shall be erected on the Lot or attached to the Residential Unit until such time that both the Association and the Master Association are turned over the Owners. Following the turnover of both the Association and the Master Association, this Section shall be controlled by the requirements of the Master Declaration, as amended, for construction of other structures. Notwithstanding anything to the contrary in the foregoing sentence, the rebuilding of the Residential Unit or the addition of a pool and lanai shall be permitted with DRB approval.

Section 7. Lawns and Pavers. Each Lot's lawn shall be sodded with empire zoysia grass for water conservation purposes, and no other type of grass may be used on the lawn. All driveways, parking areas and front yard foot paths/walkways shall be covered with pavers that conform aesthetically with the dwelling which shall be approved by the DRB prior to installation.

Section 8. Window Treatments. No aluminum foil, reflective substance, paper blinds, sheets or other temporary window coverings shall be placed in or on any glass of a residence, except as may be approved by the DRB.

Section 9. Appearance and Maintenance. Each Lot, subsequent to its sale by the Declarant, shall be maintained in good appearance and free from overgrown weeds, dead trees,

fallen tree limbs, untrimmed trees which create an unsafe or unsightly situation, and rubbish. In the event any Lot is not so maintained, pursuant to Section 5(b) of Article V hereof, the Association may enter upon said Lot for the purpose of cutting and removing such overgrown weeds, dead trees, fallen tree limbs, untrimmed trees which create an unsafe situation, and rubbish and the expense thereof shall be charged to and paid by the Owner of such Lot. If such charges are not paid by said Owner, the Association shall be entitled to all rights and remedies of collection set forth in Section 7 of Article V hereof.

Section 10. Lawn Ornaments and Lettering. No lettering or names on the dwelling, driveway and/or lawn for decorative purposes shall be permitted. Reasonably sized numbers on the dwelling for identification purposes that conform aesthetically with the dwelling shall be allowed with DRB approval. All other lawn ornaments shall be prohibited, unless approved by the DRB as part of the landscaping plan.

Section 11. Antennas; Dishes. No television antennas or reception dishes will be permitted, except for dishes less than one (1) meter in diameter. The dish shall be placed in the rear of the home **on the ground** and be camouflaged (using acceptable screening, i.e., shrubbery, landscaping, etc.) to the greatest extent feasible so that no portion of the dish is visible from the passing roadway. No dishes shall be installed in the front yard if they can be placed in the rear yard and receive a good signal, and no dishes shall be installed on any rooftop.

Section 12. Animal Housing. The location and materials of all animal housing shall be subject to approval by DRB. This includes dog houses, bird baths and pole mounted bird houses. All features, such as fountains, statues and topiaries must be approved as to materials and locations.

Section 13. Windows and Pool Enclosures. Windows, porch screening and pool enclosures must be approved by the DRB as to colors, materials and plans.

Section 14. Boats. No gas powered or other combustion powered boat shall be permitted on any lake or water body within the subdivision, except for Lake Griffin or canals directly connecting to Lake Griffin with boat access from Lake Griffin.

Section 15. Enforcement. Any Owner of any Lot in the Property, the Master Association or the Association and the Declarant, its successors and/or assigns, in addition to any other right or limitation herein before provided, shall have the right to prosecute a suit in law or equity against any person or persons violating or attempting to violate any of these covenants or restrictions, and may seek by such suit the prevention of a violation hereof or any other remedy available to him.

Section 16. Severability. These restrictions shall in all other respects be separate and independent and the invalidity of any one or more hereof shall in nowise impair validity of those remaining.

Section 17. 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.

Section 18. Additional Rules and Regulations. The Association, Board of Directors or Master Association may, from time to time, adopt rules and regulations relating to any one or all of the restrictive covenants contained in this Declaration. No Owner, its successors or assigns, tenants, lessees, renters, guests or invitees shall violate the rules and regulations adopted from time to time by the Association, the Board of Directors or by the Master Association, whether relating to the use of the Lots, the use of the Common Area, or otherwise.

Section 19. Harbor Hills Country Club. All Owners, at their expense, which includes but is not limited to initiation fees and monthly dues, must become Social Members of Harbor Hills Country Club at closing and maintain their Membership as long as they are an Owner. Membership in Harbor Hills Country Club shall be pursuant to the terms and conditions set forth in the Membership Plan/Rules and Regulations for Harbor Hills Country Club, as amended from time to time. Owners are only required to maintain one Membership with Harbor Hills Country Club, regardless of the number of Residential Units or Lots that they own.

Section 20. Access to the Harbor Hills Country Club. Access to the Harbor Hills Country Club, or any facilities or part thereof, is strictly subject to the rules, regulations and other procedures of the Harbor Hills Country Club. Ownership of a Residential Unit or Lot or any portion thereof shall not confer upon the owner thereof any rights to membership in Harbor Hills Country Club or any rights or privileges with respect to the use or enjoyment of Harbor Hills Country Club's facilities. Membership in Harbor Hills Country Club, and the rights and privileges to use and enjoy Harbor Hills Country Club's facilities shall be conferred only by and within the sole and absolute discretion of Harbor Hills Country Club or such other appropriate entity, such as the owner, lessee, operator or manager of Harbor Hills Country Club's facilities, as the rules, regulations and other instruments governing such activities may designate. No Owner or occupant of a Residential Unit or Lot, or any portion thereof, gains any right to enter or to use Harbor Hills Country Club's facilities by virtue of ownership or occupancy of a Residential Unit or Lot or any portion thereof, or by virtue of this Declaration or the Master Declaration.

Section 21. Leases. All owners shall be prohibited from leasing their Residential Units more than two (2) times in any given calendar year, regardless of the term of the individual leases. All leases shall state that the tenant has read and understands this Declaration of Covenants, Conditions, Easements and Restrictions and shall be jointly and severally liable for the same with the Owner for any violation of said Declaration of Covenants, Conditions, Easements and Restrictions. Further, all leases are subject to approval by the Association, which approval shall not be unreasonably denied for any reason other than a violation of this Section.

Section 22. Adult Community. The Subdivision is an adult community, designed to be housing for persons 55 years of age or older. All Residential Units or Lots that are occupied must be occupied by at least one person who is at least 55 years of age. No person under nineteen (19)

years of age will be permitted to reside in a Residential Unit, except that persons below the age of nineteen (19) years may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year. The Developer or its designee, in its sole discretion, shall have the right to establish hardship exceptions to permit individuals between the ages of nineteen (19) and fifty-five (55) to permanently reside in a home even though there is no permanent resident of the home who is fifty-five (55) years of age or over, provided that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the homesites in the Subdivision having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the Residential Units shall at all times have at least one resident fifty-five (55) years of age or older. The Developer shall establish rules, regulations policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Developer, or its designee, shall have the sole and absolute authority to deny occupancy of a Residential Unit by any person who would thereby create a violation of the aforesaid percentages of adult occupancy. Permanent occupancy or residency may be further defined in the rules and regulations of the Subdivision as may be promulgated by the Developer or its designee from time to time. All residents shall certify, from time to time, as requested by the Developer or its designee, the names and dates of birth of all occupants of a Residential Unit.

**ARTICLE VIII
COVENANTS AGAINST PARTITION AND
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS**

Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Area and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Area is retained by the Owners of Lots, it is, therefore, declared that the right to the use and enjoyment of any Owner in the Common Area is appurtenant to the ownership of the Lot. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Area in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Lot. Any conveyance or transfer of a Lot shall include the right to use and enjoyment of the Common Area appurtenant to such Lot, subject to reasonable rules and regulations promulgated by the Declarant or the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Lot is conveyed.

**ARTICLE IX
LENDER'S RIGHTS**

Section 1. Information. Upon written request, the Association shall make available for inspection during normal business hours by each Owner, and each lender, holder, insurer or guarantor of any first mortgage on a Lot, a current copy of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the records, books and financial statements of the Association.

Section 2. Financial Statement. Upon written request, each holder of a first mortgage on a Lot shall be entitled to receive a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Lender's Notices. Upon written request to the Association, identifying the name of the holder, insurer or guarantor and the Lot and address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

- (a) any condemnation or casualty loss that affects either a material portion of the Property or the Lots securing this mortgage;
- (b) any delinquency notice in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;
- (c) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (d) any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Master Association, the Declarant or each Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Master Association, the Declarant or by any Owner to enforce any covenant or restriction herein contained shall be in no event deemed a waiver of the right to do so thereafter. If the Declarant, Association or Master Association shall seek to enforce the provisions of this Declaration, then the Declarant, Association or Master Association, as the case may be, shall be entitled to collect its fees and costs, including reasonable attorneys' fees, whether incurred before trial, at trial or upon appeal. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System. Harbor Hills Country Club and its assigns shall have the right to enforce, by proceeding at law or in equity, the provisions contained in this Declaration, which relate to its membership or facilities.

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

Section 3. Binding Effect; Amendment by Owners.

(a) The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, and after which time they shall be automatically extended for successive periods of ten (10) years.

(b) Subject to the provisions of Section 10 of this Article, this Declaration may be amended during the first forty (40) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by not less than seventy-five percent (75%) of the Lot Owners plus the Master Association. Notwithstanding the foregoing, any amendment to this Declaration which adversely affects any lender, holder, insurer or guarantor of any first mortgage on the Property as of the date of recording of this Declaration, shall not become effective unless joined in and consented to by such lender, holder, insurer or guarantor, if such first mortgage affects the Property on the effective date of any such amendment.

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

Section 4. Amendment by Declarant.

(a) 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 in whole or in part at any time prior to the expiration of the same.

(b) The amendment of this Declaration pursuant to this Section need be signed and acknowledged only by the Declarant. 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.

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

Section 5. Approval of St. Johns River Water Management District. Any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Area, must have the prior approval of the St. Johns River Water Management District.

Section 6. Approval of Harbor Hills Country Club and Master Association. Any amendment to this Declaration which alters the requirement to become a Social Member of Harbor Hills Country Club, as set forth in Article VII, Section 19, or any other change effecting Harbor Hills Country Club, must have the prior approval of Harbor Hills Country Club and the Master Association.

Section 7. Encroachments. In the event that any Lot shall encroach upon any Common Area, Conservation Area or Dedicated Area, if any, or upon any other Lot for any reason other than

the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of that encroachment for as long as the encroachment shall exist.

Section 8. Notices. Any notice required to be sent to any Owner or the Association under the provisions of this Declaration shall be deemed to have been sent when hand delivered or mailed, postage prepaid, to the last known address of the person or persons who appear as the Owner of the Lot in the records of the Association at the time of such mailing.

Section 9. Assignment of Declarant's Rights and Obligations. Any and all rights, powers and reservations of the Declarant may be assigned, in whole or in part, to any person, corporation or association which will assume the rights and duties of the Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assuming such duties, the assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Declarant herein. Further, the Declarant may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate. The Declarant may designate as a Class B member of the Association an express successor or assign who acquires a Lot or Lots, provided that such designation shall be only as to those Lots acquired by such express successor or assign.

Section 10. Contracts. Prior to the termination or conversion of Class B membership, the Association shall not be bound, either directly or indirectly, to contracts or leases (including management contracts) unless the contract or lease contains a right of termination, without cause, which is exercisable without penalty at any time upon not more than ninety (90) days' notice to the other party.

Section 11. Annexation. Except as provided in Section 19 of this Article, additional residential property or Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of the Members.

Section 12. Waiver of Violations. Declarant, his express successor or assigns, reserves the right to waive any violations of the covenants contained in this Declaration, in the event Declarant shall determine, in his sole discretion, that such violations are minor or dictated by the peculiarities of a particular Lot configuration or topography.

Section 13. Liability of Lot Owners for Damages. Nothing in this Declaration shall be construed to impose absolute liability on the Owner of any Lot for damage or injury to the Common Areas or Lots and such Owners shall only be responsible for damage or injury caused by the negligent or intentional acts of the Owner.

Section 14. Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way define, limit or describe the scope and intent of the particular paragraph to which they refer.

Section 15. Effective Date. This Declaration will become effective upon recordation of the same in the Public Records of Lake County, Florida.

Section 16. 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.

Section 17. Insurance.

(a) The Association shall keep (i) any buildings in the Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils insurance policy under an extended coverage casualty policy in the amount of the maximum insurance replacement value thereof, and (ii) all personal property owned by the Association insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Association. Insurance proceeds for any improvements in the Common Area and any personal property owned by the Association shall be payable to the Association. In the event of any loss, damage or destruction, the Association shall cause the same to be replaced, repaired or rebuilt if it occurred in the Common Area. In the event the cost of such replacement, repair or rebuilding of any improvements on the Limited Common Area (i) exceeds the insurance proceeds available therefor, or (ii) no insurance proceeds are available therefor, the deficiency of full cost thereof shall be assessed to the Owners as a special assessment.

(b) The Association shall procure and keep in force public liability insurance in the name of the Association and the Owners against any liability for personal injury or property damage resulting from any one occurrence in or about the Limited Common Area, in an amount not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to one (1) or more persons in one (1) accident or event and not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for damage to property in one (1) accident or event.

(c) Copies of all such insurance policies (or certificates thereof showing premiums thereon to have been paid) shall be retained by the Association and open for inspection by the Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancelable by the insurer without first giving at least ten (10) days prior notice in writing to the Association, and (ii) contain a waiver of subrogation by the insurer(s) against the Master Association, Association, Board of Directors and Owners.

Section 18. Mortgaging of Common Areas. The Common Areas shall not be mortgaged or conveyed by the Association without the consent of at least two-thirds of each class of Members; provided, however, that if there has ceased to be any Class B Members, then the consent of at least two-thirds of the Class A Members, excluding the Declarant, shall be required.

Section 19. Additional Phase.

(a) Notwithstanding anything to the contrary in the provisions of Sections 3, 4 and 11 of Article X 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 Land to the terms and conditions of this Declaration, as he deems appropriate, without the consent, joinder or approval of any Member, the Association, Owner, or any lienors or mortgagees of Lots, or any other person, whether or not elsewhere required for an amendment to this Declaration. In order to annex all or a portion of the Additional Land, the Declarant shall duly execute and record an Amendment to this Declaration in the Public Records of Lake County, Florida, setting forth the description of that portion of the Additional Land so annexed. Upon the recording of such an Amendment, that portion of the Additional Land 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; provided, however, that the portion of the Additional Land so annexed shall not be subject to the provisions of Article IV hereof unless expressly required by Declarant at the time of annexation. In the event the Class B Membership has not been terminated at the time of such annexation, Declarant in his sole and absolute discretion, may extend the date before which the Class B Membership would terminate as set forth in Section 5 of Article III hereof by a period of time equal to the original period of time as set forth therein (i.e., ten (10) years). In the event the Class B Membership had previously been terminated, the annexation and addition of all or a portion of the Additional Land shall reestablish the Declarant's and Builder's Class B Membership and all rights, privileges and powers pertaining thereto.

(b) To the extent that the Declarant elects not to annex and subject to this Declaration all or a portion of the Additional Land, there is hereby reserved to the Declarant, his successors and assigns, a perpetual non-exclusive easement and license over the roadways, drainage easements, and retention ponds located on the Property for the use by the Declarant, his successors and assigns, in connection with the development of the Additional Land.

Section 20. Surface Water or Stormwater Management System.

(a) The surface water or stormwater management system, including the rear lot line swales, shall be maintained by the Association. "Surface water or stormwater management system" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system.

(b) Maintenance of the surface water or stormwater management systems shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns

River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

(c) The cost of such maintenance shall be divided equally between the Owners of all Lots and the cost thereof shall be deemed to be a lien against the property. In the event the cost of maintenance is not paid by any Lot Owner within 20 days after the same is billed by mail by the Association, then the Association shall have the right to foreclose such lien in the same manner as the foreclosure of a mortgage in the State of Florida, and shall be entitled to collect in addition to the actual cost any court costs and a reasonable attorney's fee for enforcing such lien. The lien created hereby shall be inferior to any bona fide mortgage in favor of any bank, savings and loan association, building and loan association, insurance company, or other licensed lender or financial institution. The estimated cost may be billed 6 months in advance by the Association; i.e., one bill for estimated 6 months service.

(d) Portions of the Subdivision may be subject to conservation easements, water retention areas and permits issued by St. Johns River Water Management District and Lake County, as set forth in the plat, the Master Declaration, and this Declaration, hereinafter "Protected Areas". Further, prohibited and restricted uses within these Protected Areas are set forth in and controlled by Article X of the Master Declaration.

Section 21. Recreational Amenities. In connection with the development, the Declarant has the right, but not the obligation to construct certain recreational amenities including, but not limited to, tennis courts, racquetball courts, other recreation facilities and related improvements thereto.

ARTICLE XI RESERVED DEVELOPER RIGHTS


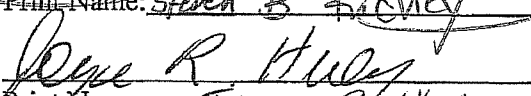
Notwithstanding anything to the contrary contained in this Declaration, until Developer has closed sales on all of the Residential Units and Lots within the Subdivision, the Developer reserves unto itself the following:

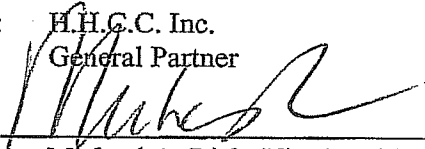
- (a) The right to construct improvements and sell the Lots and Residential Units owned by Developer without interference of the Association, Owners, or anything contained herein or in the Articles or By-Laws;
- (b) The right to erect a model and/or sales office on any lot which is owned or leased by the Developer;
- (c) The right to appoint the members of the Board of Directors and thereby control the Association;
- (d) The right to amend this Declaration;

- (e) The right to grant additional easements;
- (f) The right to annex, include and subject additional property to this Declaration;
- (g) The right to withdraw property, including any portion of the Property, from the terms and conditions of this Declaration;
- (h) The right to assign these rights to a successor, and assign signs of the Developer;
- (i) The right to replat portions of the Property; and
- (j) The right to display signs on any Residential Unit or Lot owned or leased by the Developer.

IN WITNESS WHEREOF, Declarant has executed these presents the day and year first above written.


Signed, sealed and delivered
in the presence of:


 Print Name: Steven B. Richey

 Print Name: Joyce R. Huey

Harbor Hills Development, Ltd.
 By: H.H.C.C. Inc.
 Its: General Partner
 By: 
 Michael A. Rich, Vice President

STATE OF FLORIDA
 COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 16th day of December, 2008, by Michael A. Rich, Vice President of H.H.C.C. Inc., a Florida corporation, General Partner of Harbor Hills Development, Ltd., a Florida limited partnership, who is personally known to me or _____ who produced _____ as identification.


 NOTARY PUBLIC - STATE OF FLORIDA
 (Signature of Notary Public)
Steven B. Richey
 (Print Name of Notary Public)
 My Commission Expires: 7/28/08
 Serial/Commission Number: _____

Alicer\Harbor Hills\Harbor Hills Dec of Cov\11-25-08



**BYLAWS OF
BELLAVISTA AT HARBOR HILLS
HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the Corporation is **BELLAVISTA AT HARBOR HILLS HOMEOWNERS ASSOCIATION, INC.**, and shall have its initial principal place of business at 6538 Lake Griffin Road, Lady Lake, Florida 32159, but the meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors. For convenience, the Corporation shall be herein referred to as the "Association".

**ARTICLE II
DEFINITIONS**

SECTION 1. "Association" shall mean **BELLAVISTA AT HARBOR HILLS HOMEOWNERS ASSOCIATION, INC.**, or some other similarly named nonprofit corporation, its successors and assigns, formed to assume the rights and duties described hereto. The Articles of Incorporation of the Association are attached hereto as *Exhibit "A"*.

SECTION 2. "Common Areas" or "Common Elements" shall mean the areas and property defined as "Common Area" in the Declaration.

SECTION 3. "Declarant" shall mean The Villages of Lake-Sumter, Inc., a Florida corporation, its successors and assigns.

SECTION 4. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Bellavista at Harbor Hills, recorded in O.R. Book , Page , Public Records of Sumter County, Florida, as supplemented from time to time.

SECTION 5. "Lot" shall mean each separately owned parcel of land designated as a numbered Lot on the plat of the Subdivision.

SECTION 6. "Maintenance" shall mean the exercise of reasonable care and repair to keep those areas and improvements that the Association is obligated to maintain pursuant to the Declaration in good repair and condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

SECTION 7. "Member" shall mean every person or entity who owns a numbered Lot within the Subdivision and holds membership in the Association.

SECTION 8. "Mortgage" shall mean a conventional mortgage.

SECTION 9. "Mortgagee" shall mean a holder of a conventional mortgage.

SECTION 10. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the Subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation. Every "Owner" shall be a "Member".

SECTION 11. "Subdivision" shall mean the subdivided real property known as Bellavista at Harbor Hills according to the plat thereof recorded in Plat Book [REDACTED], Pages, [REDACTED] through [REDACTED], Public Records of Sumter County, Florida and such additions thereto as may be brought within the jurisdiction of the Association.

ARTICLE III **MEETINGS OF MEMBERS**

SECTION 1. Annual Meetings. The Members shall meet annually for the purpose of electing the Board of Directors of the Association. The first annual meeting of Members shall be held after the turnover of control of the Association by the Declarant. During the first annual meeting, the Members shall establish the day, month and time of subsequent annual meetings, which shall be held on the same day of the same month of each year thereafter. If the day for annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

SECTION 2. Special Meetings. Special meetings of Members may be called at any time by the President or by two (2) Members of the Board of Directors, or upon written request of Members who are entitled to vote one-half (½) of all votes of the membership.

SECTION 3. Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the Secretary or other 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 thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for purpose of receiving notice. Such notice shall specify the day, hour and place of the meeting, and in case of a special meeting the purpose of the meeting.

SECTION 4. Quorum. The presence at the meeting, in person or by proxy, of Members entitled to cast a majority of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, or these By-Laws. If a quorum is not present at any meeting, the Members are entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

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. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate on conveyance by them of their Lot.

ARTICLE IV
NOMINATION AND ELECTION OF
BOARD OF DIRECTORS BY THE MEMBERS

SECTION 1. Nomination. Nomination for election to the Board of Directors shall be by the Members.

SECTION 2. Election. Election to the Board of Directors shall be during the annual meeting by secret written ballot unless the right to said written ballot is unanimously waived by those Members present.

ARTICLE V
BOARD OF DIRECTORS; TERM OF OFFICE; REMOVAL

SECTION 1. Number. The affairs of the Association shall be managed by not less than three (3) or more than five (5) directors, who need not be Members of the Association.

SECTION 2. Term of Office. Directors shall serve one (1) year terms, except the initial Directors shall serve until the first annual meeting. If, at any annual Members meeting, a quorum of Members is not present, the Directors' terms shall extend until such time a quorum of Members is present to elect the Board of Directors.

SECTION 3. Removal. Any director may be removed from the Board, with or without cause, by a majority of the number of total votes of the membership existing at that time. 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.

ARTICLE VI
BOARD OF DIRECTORS; MEETINGS

SECTION 1. Regular Meetings. Regular 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.

SECTION 2. Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

ARTICLE VII
BOARD OF DIRECTORS; POWERS; AND DUTIES

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

- a. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these Bylaws.
- b. Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

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

- a. Supervise all officers, agents and employees of the Association and see to it that their duties are properly performed;
- b. As more fully provided in the Declaration to:
 - (1) Fix the amount of the annual assessment against each Lot in advance of each annual assessment period, and fix the amount of special assessments, if any.
 - (2) Send written notices of each assessment to every Owner subject thereto in advance of each assessment period; and
 - (3) Foreclose the lien against any Lot for which assessments are not paid within sixty (60) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.
- c. Issue, or cause an appropriate officer to issue on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates.
- d. Procure and maintain liability and hazard insurance on all property owned by the Association.
- e. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- f. Cause those areas specifically set forth in the Declaration for which the Association is responsible to be maintained.
- g. Cause such duties as imposed upon the Association by the Declaration to be completed.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Offices. The officers of the Association shall be a President and Vice President, who shall at all times be Members of the Board of Directors, and a Secretary, 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 annually at the meeting of the Board of Directors.

SECTION 3. Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) year unless he or she shall sooner resign, or shall be removed or otherwise disqualified to serve. If, at any annual Board of Directors meeting, a quorum of the Board of Directors is not present, the officers' terms shall extend until such time a quorum of the Board of Directors is present to elect the officers.

SECTION 4. Special Appointments: The Board may elect such other officers as the affairs in 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 by the Board at any time with or without cause. Any officer may resign at any time by 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 of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he or she 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:

- a. **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; and shall sign all leases, mortgages, deeds and other instruments.
- b. **Vice President.** The Vice President shall act in the place of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- c. **Secretary.** 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 and affix it to all papers so requiring; serve

- or cause to be served notice of meetings of the Board to Members; keep appropriate current records showing the Members of the Association together with their addresses; and perform such other duties as may be required by law.
- d. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all funds 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; shall keep proper books of the accounts; shall cause an annual report of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a report of which shall be given at the regular annual meeting of Members.

ARTICLE IX **AMENDMENTS**

The Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of a majority of the number of total votes of the membership existing at that time, present in person or by proxy at such meeting, except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

ARTICLE X **FISCAL YEAR**

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date of incorporation.

ARTICLE XI **CONFLICTS**

In case of any conflict between the Articles of Incorporation and these Bylaws the Articles shall control; in case of any conflict between the Declaration and these Bylaws, the Declaration shall control.