

RETURN TO:
JEFFREY ATKIN, PERMITTING DIVISION MANGER
MARION COUNTY TRANSPORTATION DEPT
412 S.E. 25TH AVENUE
OCALA, FL 34471-2687

This Instrument Prepared by and Return to:
W. James Gooding III
Gilligan, King & Gooding, P.A.
1531 SE 36th Avenue
Ocala, FL. 34471

RECORDING FEES 341.50

Recording Costs: \$ _____

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SUMMERHILL**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS for Summerhill (hereinafter referred to as the "Declaration") is made on the date hereinafter set forth by Summerhill, LLC, a Florida limited liability company (hereinafter referred to as "Declarant").

WHEREAS:

- A. Declarant is the sole owner in fee simple of certain real property (the "Property") located in Marion County, Florida, platted as *Summerhill*, as per plat (the "Plat") thereof recorded in Plat Book 10, Page 51-58 Public Records of Marion County, Florida; and
- B. The Declarant desires to provide for the preservation of the values in the Property and for maintenance of certain common facilities in the Property designated by this Declaration and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each subsequent owner of all or part thereof.

NOW, THEREFORE, Declarant declares that all of the 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 the Property, shall be binding on all parties having any rights, 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

As used herein, the terms defined above have the meanings set forth above and the following terms have the following definitions:

- 1.1. *Architectural Review Board* or *ARB* - Declarant or the committee created pursuant to paragraph 5.3 of this Declaration.
- 1.2. *Assessments* - Any of the following types of Assessments:
 - 1.2.1. *Common Assessment* - A charge against each Owner and its Lot, representing a portion of the expenses of maintaining, repairing, improving and replacing the Common Areas, operating the Association and performing any other maintenance, repairs or services authorized or permitted by this Declaration.
 - 1.2.2. *Enforcement Assessment* - A charge against one or more Owners and their Lots equal to the cost incurred by the Association in connection with the enforcement

of this Declaration against such Owners for such Owners' failure to duly perform their obligations hereunder.

- 1.2.3. *Capital Improvement Assessment* - A charge against each Owner and its Lot representing a portion of the cost incurred by the Association for installation or construction of any Improvements on any portion of the Common Area which the Association may from time to time authorize.
- 1.2.4. *Special Assessment* - A Common Assessment assessed other than pursuant to the annual budget adopted by the Association.
- 1.3. *Association* - Summerhill Homeowners Association of Ocala, Inc., a Florida not-for-profit corporation, its successors and assigns.
- 1.4. *Common Areas* - That portion of the Property: (a) shown on the Plat other than Lots (but including any easements granted to the Association hereunder on Lots) which are intended to benefit, or be used and enjoyed by, the Owners of Lots in the Property; (b) to be maintained by the Association hereunder, including, without limitation, any private roads and the Stormwater Management System; (c) upon which easements have been assigned or granted by Declarant to the Association or which is hereafter conveyed by Declarant or others to the Association; or (d) as declared by this Declaration to the Association Property.
- 1.5. *Common Expenses* - The actual and estimated costs of ownership, maintenance, management, operation, insurance, repair, reconstruction and replacement of the Common Areas (including unpaid Assessments and including those costs not paid by the Owner responsible for the payment); the costs of all utilities; the costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees, agents or independent contractors; the costs of all utilities, landscaping and other services benefiting the Common Areas; the costs of fire, casualty and liability insurance, workers compensation insurance, and other insurance covering or connected with the Common Areas; costs of bonding the officers, agents, and employees of the Association; costs of errors and omissions liability insurance for officers, employees and agents of the Association; taxes paid by the Association, including real property taxes for the Common Areas; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas or any portion thereof; and the costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.
- 1.6. *County* - Marion County, a political subdivision of the State of Florida.
- 1.7. *Declarant* - Summerhill, LLC, a Florida limited liability company, and its successors and assigns. No person or entity shall be considered a successor and assign of the Declarant unless such status is evidenced by a written assignment from Declarant to such person or entity recorded in the Public Records of Marion County, Florida.
- 1.8. *Declaration* - This Declaration of Covenants and Restrictions for Summerhill and any amendments and supplements thereto.

- 1.9. *Dwelling Unit* - A detached single-family residential unit constructed on a Lot for which a Certificate of Occupancy has been issued by the applicable governmental authorities.
- 1.10. *Fine* - A charge against any Owner and its Lot for failure of the Owner, its family, guests, agents, lessees, licensees, tenants, invitees, or employees to comply with any provisions in this Declaration.
- 1.11. *Lot* - Any plot of land shown upon the plat of Summerhill and designated as a numbered Lot.
- 1.12. *Owner* - The record owner, whether one or more persons or entities, of a fee simple title to any Lot. Any owner owning a portion of a Lot that exceeds 50% of the total area of such Lot shall be deemed the Owner of that Lot, and the owner of the other portion shall not be deemed to own such Lot.
- 1.13. *Plat* - The Plat of Summerhill recorded in Plat Book 10, Page 51-58 Public Records of Marion County, Florida.
- 1.14. *Property* - The real property that is the subject of the Plat.
- 1.15. *Stormwater Management System* - A system which is designated 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, over drainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted by the Water Management District having jurisdiction. The Stormwater Management System shall include the area designated as "W.R.A. #1" and "W.R.A. # 2" on the Plat and all areas on the Plat designated as "Drainage Easements."
- 1.16. *Water Management District* - St. Johns River Water Management District or its successor as established by Florida law.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION; PROPERTY RIGHTS; EASEMENTS

- 2.1. **The Property.** The Property and any improvements now or hereinafter constructed thereon, shall be held, transferred, sold, conveyed and occupied subject to this Declaration.
- 2.2. **Owner's Easements of Enjoyment.** Every Owner shall have a non-exclusive perpetual right and easement of enjoyment in and to the Common Areas, if any, which right and easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:
- 2.2.1. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and all rules and regulations adopted by the Association, as same may be amended from time to time.
- 2.2.2. Any limitations or conditions set forth on the Plat.
- 2.2.3. The right of the Association to maintain the Common Areas.

- 2.2.4. The right of the Declarant and the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure. Provided, however, Declarant shall not exercise the rights referenced herein in any manner which would abrogate, or materially or adversely affect, the Owner's right and easement of enjoyment in and to the Common Areas.
- 2.2.5. Any limitations or conditions set forth in the deed, grant of easement, license or other conveyance or agreement creating the right of the Association in and to the Common Areas.
- 2.2.6. The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by the Owner and for any period during which such Owner is in violation of this Declaration, or any of the rules and regulations promulgated by the Association.
- 2.2.7. The right of the Association to dedicate or transfer all or any part of the Common Areas 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, signed by Members representing a majority of the votes of the membership, agreeing to such dedication or transfer has been recorded.
- 2.3. **Maintenance Easements.** The Association shall have a non-exclusive perpetual right and easement on every Lot for the purpose of maintaining the Common Areas and providing such other services to the Owners as are authorized or permitted by this Declaration, which right and easement is assignable.
- 2.4. **Utility Easements.** The Declarant expressly reserves the right to grant easements for the creation, construction, and maintenance of the utilities, such as water, sewer, gas, telephone, electric, and cable television. All such easements shall be located within ten (10') feet of the boundary lines of a Lot. Each Owner and its heirs, successors and assigns, do hereby designate and appoint the Declarant (and the Association, upon termination or conversion of the Class B membership) as its agents and attorneys-in-fact with full power in its name, place and stead, to execute instruments creating, granting or modifying such easements; provided, however, that such easements shall not unreasonably interfere with the intended use of the Common Areas, if any.
- 2.5. **Drainage Easement.** The Association shall have a non-exclusive perpetual right and easement for drainage over the entire Stormwater Management System as set forth in paragraph 6.4.
- 2.6. **Construction and Sales.** There is hereby reserved to the Declarant, its designees, successors and assigns (including without limitation its agents, sales agents, representatives and prospective purchasers of Lots), easements over the Common Areas, if any, for construction, utilities lines, display, maintenance, sales, parking and exhibit purposes in connection with the erection of improvements and sale and promotion of Lots within the Property and for ingress and egress to and from and parking for construction sites at reasonable times, provided, however, that such use shall terminate upon the sale of all Lots.

- 2.7. **Additional Easements.** Declarant or the Association, shall have the right to grant such additional easements (including, without limitation, easements to private cable television service companies) or to relocate existing easements throughout the Property as the Declarant or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property.

ARTICLE III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- 3.1. **Membership in Association.** Every Owner of a Lot shall be a member (hereinafter "Member") of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Articles of Incorporation and the Bylaws of the Association are attached hereto and incorporated herein as Exhibits "A" and "B" respectively.

- 3.2. **Voting Rights in Association.** The Association shall have two classes of Voting Membership.

3.2.1. Class A.

- a. Class A Members shall be all Owners, with the exception of, until conversion from Class B Membership, the Declarant, and shall be entitled to one vote for each Lot owned by that Owner.

3.2.2. Class B.

- a. The Class B Member shall be the Declarant who shall be entitled to five (5) votes for each Lot owned by the Declarant.
- b. The Class B Membership shall cease and be converted to Class A Membership three (3) months after ninety percent (90%) of the Lots of the Property have been conveyed to Owners other than the Declarant. At such time, the Class B Member shall be deemed a Class A Member entitled to vote as set forth in paragraph 3.2.1 above.

3.2.3. Voting Procedures.

- a. A Member must vote all of its votes for one position and may not split its votes.
- b. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. In the event not all of the Owners of a Lot can agree how to vote, no vote shall be cast for such Lot. The Association may conclusively rely on a vote cast by any of the Owners of a Lot as being authorized by all such Owners of such Lot unless the Association has been notified in writing to the contrary by one or more such Owners.

- 3.3. **Decisions by Association.** Except where this Declaration, the Articles, Bylaws or applicable law require a different percentage, all issues and questions shall be decided by a majority of the votes cast.

ARTICLE IV. ASSOCIATION DUTIES, ASSESSMENTS AND POWERS

- 4.1. **Maintenance.** The Association shall maintain the Common Areas and shall assume all of Declarant's responsibility to the Water Management District or the County, and any other governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas or the Property including, but not limited to, roads, water distribution and wastewater collection systems, and any Stormwater Management System, and shall indemnify and hold Declarant harmless with respect thereto.
- 4.2. **Creation of the Lien and Personal Obligation for Assessments.** The Declarant for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, to pay Assessments to the Association, such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time the Assessment fell due.
- 4.3. **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, for the improvement and maintenance of the Common Areas, for the operation and payment of costs and expenses associated with the Association, and for such other purposes as contemplated by this Declaration or approved by the Board of Directors.
- 4.4. **Allocation.** The Board of Directors of the Association shall allocate the Common Assessment among the Owners, including the Declarant, on the basis of Lots held by each Owner.
- 4.5. **Fixing Common Assessment.** The Board shall be authorized to assess the Members in such amount as they shall determine necessary:
- 4.5.1. To operate, maintain, repair, improve, reconstruct and replace the Common Areas (including, without limitation, all improvements and personal property thereon to be maintained by the Association hereunder), operate the Association, and perform other maintenance, repairs, or services authorized or permitted by the Declaration;
- 4.5.2. To install and maintain such safety devices and signs as the Board shall approve along any streets or walkways; and
- 4.5.3. To otherwise achieve those purposes set forth in this Declaration, the Articles or Bylaws, as determined to be necessary or advisable by the Board, and to provide funds necessary to pay all Common Expenses.

4.6. **Fixed and Payment.**

- 4.6.1. The Common Assessment, determined and allocated as set forth above, shall be fixed annually in January of each year, except, for the calendar year in which this Declaration is recorded, the Common Assessment shall be fixed in January 2007. The Common Assessments and shall be payable in annual installments, or such other installments as the Board may approve.
- 4.6.2. Notwithstanding the foregoing, for so long as Declarant is a Class B Member, the Declarant shall have the option, in its sole discretion, to (i) pay Assessments on the Lots owned by it, or (ii) not to pay Assessments on any Lots and in lieu thereof to fund any resulting deficit in the Association's operating expenses not produced by Assessments receivable from Owners other than the Declarant. The deficit to be paid under option (ii), above, shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by the Association (including, without limitation, Assessments, interest, late charges, fines, rent and incidental income) and any surplus carried forward from the preceding year(s). The Declarant may from time to time change the option stated above under which the Declarant is making payments to the Association by written notice to such effect to the Association. When all Lots within the Property are sold and conveyed to purchasers, other than the Declarant, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments, deficits or contributions.
- 4.7. **Special Assessments.** In addition to the Common Assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year 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 Areas, or within the easements granted to the Association, including fixtures and personal property related thereto. Any such Assessment shall have the assent of a majority of the votes of the membership who are voting in person or by proxy at a meeting duly called for this purpose.
- 4.8. **Uniform Rate of Assessment.** The Common Assessment and any Special Assessment must be fixed at a uniform rate for all Lots, except as to undeveloped Lots owned by Declarant pursuant to paragraph 4.6.2.
- 4.9. **Notice and Quorum for Assessments.** Written notice of any meeting called for the purpose of imposing any Assessment shall be sent to all Members not less than fourteen (14) days or more than sixty (60) days in advance of the meeting. At the first such meeting called on each occasion where an Assessment will be considered, the presence of Members or of proxies entitled to cast fifty percent (50%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be twenty-five (25%) of the votes of the membership. The Association may call as many such subsequent meetings as necessary to obtain an authorized quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting, without written notice.

4.10. **Non-Monetary Defaults.** In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their employees, guests, or invitees, of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations (other than the non-payment of any Assessment or other monies), the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured or if the Owner or tenant fails to commence and diligently proceed to cure completely such violation as soon as practicable within seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option take any one or all of the following actions:

4.10.1. Impose a fine pursuant to paragraph 4.11 of this Declaration;

4.10.2. Impose an Enforcement Assessment pursuant to paragraph 4.12 of this Declaration;

4.10.3. Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief;

4.10.4. Commence an action to recover damages; or

4.10.5. Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration. All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be assessed against the applicable Owner as an Enforcement Assessment and shall be due upon written demand by the Association. The Association shall have a lien for any such Enforcement Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Enforcement Assessment, and the Association may take such action to collect such Enforcement Assessment or, to the extent permitted by law, foreclose such lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall be effective from and after the recording of a claim of lien in the Public Records of Marion County.

4.11. **Fines and Suspension.** In addition to all other remedies provided in this Declaration, the Association, in its sole and absolute discretion, may levy a fine upon an Owner or any tenant, guests or invitees for failure of the Owner, its family, guests, agents, lessees, licensees, invitees, tenants, or employees to comply with any provision in this Declaration, the Articles, the Bylaws, or the Rules and Regulations, and for failure to pay to or reimburse the Association for any sums owed by an Owner to the Association under this Declaration, provided that following procedures are followed:

4.11.1. The Association shall notify the Owner of the non-compliance. The written notice delivered by the Association to the Owner shall provide at least 14 days

notice of the date, time, and place where the Owner shall present evidence as to why the fine or suspension should not be imposed.

- 4.11.2. All evidence and information concerning the non-compliance shall be presented to the Association or, if required by Florida law (currently codified as Section 720.305, Florida Statutes), to a committee composed in accordance with Florida law, at the time and place provided in the notice, at which time a hearing can be conducted for the purposes of obtaining evidence as to the levying of a fine or imposition of a suspension in the event it is determined that a violation has in fact occurred. A written decision of the Association or committee shall be submitted to the Owner not later than 45 days after the hearing, in which decision, if the Association or committee determines that a violation has occurred, a fine may be levied, or a suspension may be imposed, by the Association or the committee.
- 4.11.3. For each occurrence of a violation, the Association or the committee may impose a fine in any amount not in excess of the amount permitted by Florida law for a non-continuing violation, or the amount permitted by Florida law for a continuing violation for so long as such violation remains, against the Owner of the Lot. For purposes of Section 720.305(2), Florida Statutes, fines are not limited by this Declaration to \$1,000.00 in the aggregate, and hence may exceed such amount.
- 4.11.4. A fine shall be due and owing not later than 10 days after submission of the written decision as provided above.
- 4.11.5. Any fine may be enforced by the Association in the same manner as the enforcement of any Assessment provided for in this Declaration, except that the fine shall not constitute a lien on the Owner's Lot.
- 4.11.6. The requirements of this paragraph 4.11 do not permit the imposition of suspensions or fines upon an Owner because of the failure of the Owner to pay Assessments or other charges when due.

4.12. Enforcement Assessment.

- 4.12.1. The amount of any Enforcement Assessment shall be determined by the Board. Any Enforcement Assessment shall be imposed by written notice to the Owner or tenant, signed by an officer of the Association, which shall state the amount of the Enforcement Assessment, the violation for which the Enforcement Assessment is imposed, and shall specifically state that the Owner or tenant has the right to contest the Enforcement Assessment by delivering written notice to the Association within ten (10) days after receipt of the notice imposing the Enforcement Assessment. If the Owner or tenant timely and properly objects to the Enforcement Assessment, the Board shall conduct a hearing within thirty (30) days after receipt of the Owner's or tenant's objection, and shall give the Owner or tenant not less than ten (10) days' written notice of the hearing date. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the Enforcement Assessment imposed is appropriate. The Owner or tenant shall have the right to attend the hearing and to produce evidence on its behalf. The Board shall ratify, reduce or eliminate the

Enforcement Assessment and shall give the Owner or tenant written notice of its decision.

- 4.12.2. Any Enforcement Assessment shall be due and payable within (10) days after written notice of the imposition of the Enforcement Assessment, or if a hearing is timely requested, within ten (10) days after written notice of the Board's decision. Any Enforcement Assessment levied against an Owner shall be deemed an Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable. If any Enforcement Assessment is levied against a tenant and is not paid within ten (10) days after it is due, the Association shall have the right to evict the tenant.
- 4.12.3. The Association shall have a lien for any Enforcement Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Enforcement Assessment, and the Association may take such action to collect such Enforcement Assessment or, to the extent permitted by law, foreclose such lien as in the case and in the manner of any other Assessment as provided above.
- 4.13. **Negligence.** An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repairs or replacement rendered necessary by its act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot or Dwelling Unit or the Common Areas.
- 4.14. **Responsibility of an Owner for Occupants, Tenants, Guests and Invitees.** Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in its Dwelling Unit, and for all employees, guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Enforcement Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Dwelling Unit, or any guest or invitee of an Owner or of any resident of a Dwelling Unit shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.
- 4.15. **Right of Association to Evict Tenants, Occupants, Guests, and Invitees.** With respect to any tenant or any person present in any Dwelling Unit or any portion of the Property, other than an Owner and the members of its immediate family permanently residing with it in the Dwelling Unit, if such person shall materially violate any provision of this Declaration, the Articles, the Bylaws or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the

applicable Owner as an Enforcement Assessment, and the Association may collect such Enforcement Assessment pursuant to the procedures therefor set forth elsewhere in this Declaration. The foregoing shall be in addition to any other remedy of the Association.

- 4.16. **No Waiver.** The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant, or condition in the future.
- 4.17. **Rules and Regulations.** The Association may from time to time promulgate such rules and regulations ("Rules and Regulations") consistent with this Declaration as it may deem to be in the best interest of the Owners. A copy of all of the Rules and Regulations established hereunder and any amendments thereto shall be made available to all Owners. Such Rules and Regulations may be enforced by legal or equitable action of the Association.
- 4.18. **Monetary Defaults and Collection of Assessments.**
- 4.18.1. Late Fees and Interest. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten (10%) percent of the amount of the Assessment, or Ten (\$10.00) Dollars, whichever is greater, plus interest upon the unpaid Assessment at the highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.
- 4.18.2. Acceleration of Assessments. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to prepay to the Association all Assessments for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the Common Assessments, and for all other Assessments payable to the Association.
- 4.18.3. Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a lien in the public records in the County, stating the legal description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon

payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

- 4.18.4. Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Owner whose Lot is subject to the lien shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, or foreclosure of the Association's lien, including reasonable attorneys' fees and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.
- 4.18.5. Subordination of Lien. The lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage of record held by an Institutional First Mortgagee. Any person who obtains title to a Lot pursuant to the foreclosure of a first mortgage of record held by an Institutional First Mortgagee, or any Institutional First Mortgagee who accepts a deed to a Lot in lieu of foreclosure of such a mortgage, shall not be liable for any Assessments or for other monies owed to the Association which are chargeable to the former Owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other monies are Common Expenses collectable from all of the Owners, including such acquirer and its successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage of record held by an Institutional First Mortgagee or a deed to a Lot in lieu of foreclosure of such a mortgage, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Association; provided, however, that this obligation shall not be applicable to loans insured by the Federal Housing Administration or guaranteed by the Veterans Administration, if the applicable statutes, rules or regulations of the FHA or VA prohibit such liability.
- 4.18.6. Application of Payments. Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the Owner or for the enforcement of its lien; next towards interest on any Assessments or other monies due to the Association, as provided herein; and next towards any unpaid Assessments owed to the Association in the inverse order that such Assessments were due.

- 4.19. **Rules and Regulations.** The Association may from time to time promulgate such rules and regulations ("Rules and Regulations") consistent with this Declaration as it may deem to be in the best interest of the Owners. A copy of all of the Rules and Regulations established hereunder and any amendments thereto shall be made available to all Owners. Such Rules and Regulations may be enforced by legal or equitable action of the Association.

ARTICLE V. USE RESTRICTIONS

- 5.1. **Use Restrictions.** The use restrictions contained in this shall apply uniformly to all Lots and Dwelling Units on the Property.

5.2. **Hamlet.**

- 5.2.1. The Property has been developed as a "hamlet" under the County's Comprehensive Plan and Land Development Regulations. Under such provisions:

- a. No more than 40% of the gross land area of each hamlet may be developed; and
- b. At least 60% of the gross land area of each hamlet must be maintained as "permanent open space" for various purposes including agricultural use.

- 5.2.2. The Plat depicts, on each Lot, the portion of the Lot that may be developed under such provisions. No improvement on any Lot may be constructed contrary to the hamlet provisions of the County's Comprehensive Plan or Land Development Regulations.

5.3. **ARB Approval.**

- 5.3.1. Composition of Architectural Review Board. The Declarant, acting in its own name, shall constitute the Architectural Review Board (referred to herein as "ARB"). At such time as Declarant in its own absolute discretion shall determine, the Association may create a committee which shall thenceforth be and constitute the ARB. In the event that any member of such committee resigns or becomes unable to serve thereon the Association, shall appoint its successor.

- 5.3.2. Review by ARB. In order to enhance, maintain, and preserve values of the Property and all Lots located therein, no building, fence, wall, patio, paved area, pool or pool enclosure, or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained upon the Property including any Lot located therein, nor shall any exterior change, alteration, modification, addition or deletion be made to any improvement or structure on a Lot nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements except by Declarant until the plans and specifications showing the nature, kind, height, materials, color selection, and location of the same shall be submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the ARB and until the ARB has received assurance acceptable to it that any damage to the Property as a result of

such additions or alterations will be repaired in a timely fashion. The ARB will review such information to determine harmony of exterior design, color and location in relation to the surrounding structures and topography. The ARB may condition its approval on proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also issue guidelines setting forth procedures for the submission of plans and specifications submitted for its review as it deems proper including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Upon receipt by the ARB of a complete set of required plans and specifications and other documents required hereunder, the ARB shall have thirty (30) days after delivery to approve or reject any such plans, and if not approved in such thirty (30) day period, such plans shall be deemed approved. The ARB's approval or disapproval as required in these covenants shall be in writing. All changes and alterations shall be subject to all applicable permit requirements and all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

- 5.3.3. No Liability. Neither the Declarant, the Association or the ARB, nor any of their members, directors or officers of the Association, shall be liable to any person or entity for any loss, damage, injury or inconvenience arising out of, or in any way connected with, performance or nonperformance of the ARB.
- 5.3.4. Approval Not to be Construed as Waiver. The approval by the ARB of any proposal or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatsoever subsequently or additionally submitted for approval or consent.
- 5.3.5. Architectural Review Board Expenses. The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.
- 5.3.6. Inspection by Architectural Review Board. Inspection of work and correction of defects therein shall proceed as follows:
 - a. Upon completion of any work for which approved plans are required under this Article, the Owner shall give written notice of completion to the ARB.
 - b. Within thirty days thereafter the ARB or its duly authorized representatives may inspect such Improvement. If the ARB finds that such work has not been done in substantial compliance with the approved plans, it shall notify the Owner in writing of such noncompliance within such thirty-day period, specifying the particulars of noncompliance. The thirty-day period shall not commence to run until the ARB receives a notice of completion from the Owner. The ARB may, in its discretion, inspect the Improvements while the same are being made or constructed or upon completion and notify the Owner of noncompliance even if the Owner has not given the ARB notice of completion.

- c. If a noncompliance exists, as determined in the sole and absolute discretion of the ARB, the ARB shall notify the Owner to remedy or remove the same within a period of not more than thirty days from the date of delivery to such Owner of notice of the ARB's determination of noncompliance. The Owner shall be obligated to comply with such notice, and if the Owner does not comply with such notice within such period the Association, at the option and direction of the ARB, may, in addition to all other remedies available at law or equity, remove the noncomplying Improvements or remedy the noncompliance and the Owner shall reimburse the Association after delivery by Association to the Owner of written notice thereof for all expenses incurred in connection therewith. If such expenses are not paid by the Owner to the Association within fifteen days after such notice, the Association may levy a Enforcement Assessment against such Owner for reimbursement, which Enforcement Assessment shall constitute a lien on the Owner's Lot and shall be collectible as set forth in this Declaration.
 - d. If for any reason the ARB fails to notify the Owner of any noncompliance within thirty days after receipt of such written notice of completion from the Owner, the Improvement shall be deemed to have been made in accordance with approved plans.
 - e. If an Owner does not obtain the approval of the ARB as provided herein, and proceeds to make any Improvements on a Lot which require ARB approval, the ARB upon actual discovery of such Improvements may, within thirty days of such discovery, approve them as being in accordance with the requirements for approval, or the ARB may within such thirty-day period notify the Owner in writing of the noncompliance of those Improvements, in which case the ARB shall then proceed as is provided in paragraph 5.3.6.c.
- 5.3.7. Variances. The ARB may authorize variances from compliance with the architectural provisions, and all other restrictions, of this Declaration when circumstances such as: topography; natural obstructions; hardship; aesthetic or environmental considerations; lack of impact on other Owners; or governmental regulation require. Such variances must be evidenced in writing. If such variances are granted in writing and approved in writing by the ARB, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variances, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting its use of the premises including, but not limited to, zoning ordinances and set-back requirements or requirements imposed by any governmental or municipal authority, nor shall it be deemed to have to obtain a variance from other architectural committees having jurisdiction.
- 5.3.8. Exemption of Declarant. The Declarant shall be exempt from the provisions of this paragraph 5.3. and all subparts thereof with respect to Improvements, alterations and additions which Declarant determines to make in the Property and this exemption shall apply whether such Improvements are to Lots, the Common

Areas, roads, or any other areas of the Property. Any Institutional First Mortgagee advancing funds to the Declarant for the construction of Improvements shall succeed to the exemption of Declarant set forth herein for the purpose of completing the Improvements funded.

5.3.9. Nonconforming Structures. If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this paragraph 5.3 to the same extent as if erected without prior approval of the ARB. The Association, ARB or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

5.4. **Residential and Agricultural Use Only.** No Lot shall be used for any purpose except for residential or agricultural purposes. All commercial uses are prohibited other than commercial agricultural uses which will be restricted to the commercial breeding and raising horses and beef cattle, and haying. No Owner of a Lot may have more than one horse or cow for each full two acres of land owned. Offspring of existing horses and cows shall not count against the maximum number of horses or cows permitted hereunder until they reach one year of age. Commercial breeding or raising of dogs, goats, poultry, rabbits, or dairy animals is not permitted.

5.5. **Dwelling Units.**

5.5.1. Generally.

- a. All Dwelling Units on the Lot must be of conventional construction, and built on site.
- b. Mobile homes, modular homes, or homes moved from any other location are prohibited.
- c. Any single story Dwelling Unit erected on a Lot shall contain at least 2,400 square feet of living space. A two-story Dwelling Unit shall have a minimum of 1,600 square feet of living space on the first story. Living space shall mean heated and cooled space under roof exclusive of garages, whether attached or detached, heated or cooled, and exclusive of porches, decks, pools, breezeways, basements, attics, and accessory structures. In computing living space or total space under roof, the square footage of any detached structure shall not be included.
- d. The main roof shall have not less than a 6/12 pitch and the fascia shall have a minimum width of 6 inches.
- e. All roof venting shall be on the rear of the main ridge of the roof.

5.5.2. Height of Structures. No Dwelling Unit may exceed two stories in height.

5.5.3. Garages. Each Dwelling Unit shall have an attached or detached garage designed for storage of at least two (2) automobiles. In order to maintain a harmonious appearance, the ARB may prohibit the garage doors on any Dwelling Unit from

facing a public or private right-of-way. No on-street parking is permitted. Garages must be maintained operational for the storage of automobiles, boats, or other motor vehicles. Garage doors shall be opaque, and shall remain closed except when in actual use to allow ingress and egress into the garage.

- 5.5.4. Exterior Paint. No paint may be used on the exterior of any Dwelling Unit in a color other than the color of exterior paint used in the original construction of the Dwelling Unit, without the prior written consent of the ARB.
- 5.5.5. Allowable Trim and Decoration. No Owner or tenant of an Owner shall install shutters, awnings, or other decorative exterior trim, except small exterior decorations such as address plates and name plates, which shall not exceed the sign limitations set forth in this Declaration, without the prior written consent of the ARB. All other outside decorations and ornaments, whether affixed to the Dwelling Unit or placed elsewhere on the Lot, are prohibited, unless approved by the ARB. This restriction shall not apply to seasonal decorations from two weeks prior to the holiday to which the decorations are related until one week after such holiday, and to a single flagpole which may not, however, extend higher than the roof of the Dwelling Unit, and must be affixed to the Dwelling Unit.
- 5.5.6. Window Tinting. No reflective foil or other material, or tinted glass shall be permitted on any windows except for tinted glass approved by the ARB.
- 5.5.7. Unit Air Conditioners. No air conditioning units may be mounted through windows or walls unless the location, method of installation and appearance has been approved in writing by the ARB. It is the intention of this provision to authorize the ARB to approve or disapprove such air conditioning units in its sole discretion, on purely aesthetic grounds or any other grounds. All other air conditioning units shall be located in the Rear Yard and shall be effectively screened by plant matter or opaque fencing approved by the ARB.
- 5.5.8. Construction on Lots. All exterior construction and landscaping of any Dwelling Unit shall be completed before any person may occupy the same. All construction on any Dwelling Unit shall be completed within twelve (12) months from the issuance of the building permit for that Dwelling Unit. All construction on any Lot shall be at that Lot Owner's risk and that Lot Owner shall be responsible for any damage to Common Areas, utilities, public rights-of-way, sidewalks, or curbing resulting from construction on such Lot. Repairs of construction damage must be made within thirty (30) days.
- 5.5.9. Set-back Requirements and Building Location. All Dwelling Units shall be set back at least as far as required by the applicable building and zoning codes, or any setbacks as shown on the face of the Plat.
- 5.5.10. Subdivision – Multi-Units. Only one Dwelling Unit may be erected on each Lot although an additional detached garage apartment may be permitted by the ARB. No Lot may be subdivided, except to increase the size of an Owner's property upon which no more than one (1) Dwelling Unit is constructed.

5.6. Other Improvements, Structures, etc.

5.6.1. No Temporary or Accessory Structures. No portable, storage, temporary or accessory buildings, sheds or structures, or tents, shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the ARB; provided, however, this prohibition shall not apply to shelters used by the Declarant or a licensed contractor during the construction of any dwelling unit.

5.6.2. Restrictions on Walls, Fences or Hedges.

- a. No wall, fence or hedge shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type, location, and surrounding landscaping have been approved by the ARB. No wall or fence may be painted or altered in appearance from the appearance approved by the ARB without subsequent ARB approval.
- b. All fencing around any portion of the exterior of a Lot shall be three or four board fencing, painted black. Such fencing in the rear and side yards (but not in the front) may have "horse screening" or "no climb" fencing on the inside of the fence to deter climbing on the fence.
- c. All hedges must be neatly trimmed.

5.6.3. Screen Porches. Any screen porch must be appropriately colored (e.g. black, brown or white color screen. No raw aluminum or screens or frames or permitted).

5.6.4. Pools. No aboveground pools are permitted within the Property. All in-ground pools shall include a paved patio extending from the Dwelling Unit and completely surrounding the pool and shall be located in the Rear Yard. All pool enclosures, including screening, must be approved by the ARB.

5.6.5. Driveways. All driveways which connect to the platted streets of the Property must be constructed in the following manner as may reasonably be determined by the ARB:

- a. That portion of any driveway which is constructed in the road right-of-way must be paved with either: (i) reinforced concrete a minimum of six inches (6") in thickness; or (ii) compacted lime rock a minimum of eight inches (8") in thickness topped by asphalt a minimum of one inch (1") in thickness. Beyond such portion, the driveway shall also be paved as approved by the ARB.
- b. No driveway may be less than twelve feet (12') or more than twenty-four feet (24') wide where the same connects to the paved street. No driveway may be less than ten feet (10') wide where it connects to the Owner's property line.
- c. Where a driveway connections to a street, a culvert must be installed in the swale adjacent to the Lot served by the driveway. The culvert must be at least

fifteen inches (15") in diameter and so installed as to assure that the natural flow of water in the swale is not restricted.

- d. All construction of driveways and culverts, set forth above, must be in accordance with accepted building and engineering standards and completed prior to occupancy of any Dwelling Unit. Each Owner shall be responsible for the maintenance of the driveways and culverts serving its Lot in good condition so that they do not become unsightly or cause damage to the street, swales, ditches, or Common Areas of Summerhill.

- 5.6.6. Gate. Declarant or the Association may install a gate at the entrance to the Property with a punch code access system. The Board may establish Rules and Regulations concerning the operations or use of the Gate, or the provision of the access code to non-Owners, as necessary to maintain or enhance the security of the Owners and the Property.

5.7. Maintenance; Landscaping.

- 5.7.1. Vacant Lots. The grassy areas of any vacant Lots shall be kept regularly mowed and trimmed, and all areas of vacant Lots shall be kept free of trash, debris, and unsightly or noxious weeds or underbrush. The Association shall have the right, but not the duty, to provide such maintenance to vacant Lots, after ten (10) days notice to the Owner of a vacant Lot to perform such maintenance and failure by the Owner to perform such maintenance and shall be entitled to make a Enforcement Assessment against the Owner of the Dwelling Unit for the costs of such repairs. Such Assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other Assessment by the Association.
- 5.7.2. Lot Maintenance. Each Owner shall maintain its Lot and all improvements thereon in a clean, neat and attractive condition; shall keep its Lot free of any accumulation of junk, trash, inoperable vehicles, used construction materials, equipment or any other unsightly objects; shall keep its Lot free of noxious weeds and invasive non-native plants; and shall not permit any natural or artificial feature on any Lot to become obnoxious, overgrown or unsightly. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after ten (10) days written notice to an Owner of a Dwelling Unit to perform maintenance and failure by the Owner to perform such maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this paragraph shall be paid out by the Owner. If the Owner fails to pay, then the Association shall have the right to impose an Enforcement Assessment against such Owner to pay for the cost of repairs and replacements. Such Assessment shall in every respect constitute a lien on the Lot as would any other Assessments by the Association. The Association shall have the right to enter upon any Lot or upon the exterior of any Dwelling Unit for the purpose of providing repairs and maintenance as provided in this Declaration, and any such entry by the Association or its agent shall not be deemed a trespass. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Association will exercise its right to enter the Property pursuant to this paragraph.

- 5.7.3. Insect and Fire Control, and Trash Removal. In order to implement effective insect, reptile, rodent, and fire control, the Association and its agents shall have the right, but not the duty, to enter upon any Lot, such entry to be made by personnel with tractors or other suitable devices for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, grass or other unsightly growth, which in the opinion of the Association detracts from the overall beauty, setting and safety of the Property. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass but shall be deemed a license coupled with an interest. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot or Dwelling Unit without such entrance and removal being deemed a trespass. The provisions in this section shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. The costs incurred by the Association in exercising its right under this paragraph shall constitute a Enforcement Assessment against the Owner of the Lot or Dwelling Unit and shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other assessment by the Association. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken with ten (10) days the Association will exercise its right to enter the Property pursuant to this paragraph.
- 5.7.4. Interior Maintenance. Each individual Owner shall have the responsibility to maintain the interior of their respective Dwelling Unit. In the event the interior of such Dwelling Unit is damaged in such fashion so as to create a health or safety hazard to adjoining Dwelling Units or to create a nuisance and such damage is not repaired within thirty (30) days from the occurrence of the damage, then in such an event, the Association shall have the right to make reasonable repairs, after at least ten (10) days written notice to the Owner of the extent of the repairs and when they will be made, to the interior of such Dwelling Unit or take steps to secure the Dwelling Unit to remove or correct the health or safety hazard and shall be entitled to make a Enforcement Assessment against the Owner of the Dwelling Unit for the costs of such repairs. Such Assessment shall in every respect constitute a lien on the Lot or Dwelling Unit as would any other Assessment by the Association.
- 5.7.5. Reconstruction of Damaged Improvements. In the event of damage by fire or other hazard to any Improvement located on upon Lot, the Owner of such Lot shall commence cleanup of damage as soon as reasonably possible, diligently pursue such cleanup, and complete cleanup within six (6) months (unless Owner is unable to do so for reasons beyond Owner's control, in which case the time period for the commencing and completion of cleanup shall be extended accordingly). All reconstruction shall comply with this Declaration.
- 5.7.6. Grassed Areas and Yards. If required by the County, all landscaping shall incorporate the principals of the Florida Yards and Neighbors Program. All Lots shall, upon completion of a Dwelling Unit and prior to any person occupying the Dwelling Unit, be fully landscaped and grassed in accordance with plans submitted to, and approved by, the ARB. The Front Yard shall be sodded with grass approved by the ARB. The Owner shall maintain all shrubbery, grass, trees and other landscaping installed on their Lot in a neat, clean, orderly and healthy

condition. Each Owner shall maintain all property lines between the Owner's Lot and the pavement of any paved street, including culverts. The lawn shall be comprised of grass only and shall be cut and edged next to all concrete, asphalt and other non-lawn surfaces. Grassed areas will be regularly mowed, and will be appropriately watered, fertilized, and treated for grass destroying pests, including insects, fungus, weeds, and disease in a manner designed to insure healthy growth, color and appearance. Decorative rock yards, paved yards, or yards in which the principal ground cover is other than grass are specifically prohibited. No artificial shrubbery, trees, or other artificial vegetation or landscaping, or potted shrubbery, trees, or vegetation shall be permitted outside the Dwelling Unit, except that live shrubbery, trees, or other vegetation in uniformly designed and attractive pots may be displayed on porches, patios, or at the entrance areas of a Dwelling Unit. All shrubbery shall be regularly trimmed, fertilized, watered, and treated for pests as needed to assure the health and attractive condition of the shrubbery. All non-lawn areas shall be kept free from excessive weeds or unsightly undergrowth or brush. The Owner's maintenance and care obligations as set forth herein shall apply to all portions of the Lot including any easements located on or adjacent thereto, including front, side, and rear road and utility easements.

5.8. Miscellaneous Restrictions.

- 5.8.1. Restriction on Activity. No noxious or offensive activity shall be conducted or permitted to exist upon any Lot or in any Dwelling Unit, nor shall anything be done or permitted to exist on any Lot or in any Dwelling Unit that may be or may become an annoyance or private or public nuisance. No Lot or Common Area shall be used for purposes of vehicle repair or maintenance, other than routine maintenance on a Lot such as oil changes or tune-ups of vehicles owned by the Owner.
- 5.8.2. Livestock and Animal Restrictions. No animal shall be kept or maintained on any Lot except: (a) conventional household pets (dogs, cats, birds or fish) and only in such number as not to constitute a hazard, nuisance or annoyance to the Owners of adjoining Lots; or (b) horses or cows as permitted by paragraph 5.4. The ARB shall have the exclusive authority to determine whether the number and manner of keeping conventional household pets constitutes a hazard, nuisance, or annoyance to the Owner of adjacent Lots. Such permitted animals shall be kept on the Owner's Lot and shall not be allowed off the premises of the Owner's Lot except under restraint and in the company of the Owner, a member of the Owner's family or servant. No permitted pet shall be allowed to make noise in a manner or of such volume as to annoy or disturb other Owners.
- 5.8.3. Garbage, Trash Containers and Burning. Each Owner shall utilize garbage and trash containers that are underground or in enclosures not visible from street or adjoining Lot, except during those hours designated for garbage and trash collection. No person shall burn any rubbish, leaves or trash on any Lot; provided, however, Developer reserves the right to burn debris as a result of clearing of any portion of the Property subject to obtaining necessary burn permits.

- 5.8.4. Clotheslines. No exterior clotheslines or drying areas shall be permitted except removable clotheslines or drying areas which shall be erected only during daylight hours, and only in the Rear Yard of any Lot.
- 5.8.5. Exterior Antennas; Satellite Dishes. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Residential Lot or Dwelling Unit thereon, except that satellite dishes of less than eighteen (18) inches in diameter may be installed on Dwelling Units if approved, including as to location, by the ARB
- 5.8.6. Signs.
- a. The Association shall maintain the entrance sign constructed at the entrance to the Property.
 - b. No commercial sign or other sign shall be erected or maintained on any Lot or Dwelling Unit within public view except as may be required by legal proceedings. The ARB will not grant permission for such signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall apply to commercial real estate signs advertising a particular Lot or Dwelling Unit for sale or for rent, except that a single commercial real estate sign not exceeding 18" x 30", may be displayed on any Lot without the prior permission of the ARB. Property identification and like signs exceeding a combined total of more than one (1) square foot may not be erected (or affixed to a Dwelling Unit) without the written permission of the ARB. Campaign or political signs are permitted so long as the same do not exceed 18 inches by 30 inches. No Lot may display, however, more than one sign for any individual political candidate and campaign or political signs may not be displayed more than three weeks prior to the election to which the signs are related and must be removed within one week after such election. No signs shall be erected or placed on, or affixed to, any trees, shrubs, fences or utility poles. These restrictions shall not apply to restrict the Declarant from erecting such signs as the Declarant deems in its sole discretion to be necessary to assist the Declarant in selling any Lot or Dwelling Unit.
- 5.8.7. Vehicles. No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle, other than a private passenger vehicle, shall be parked or maintained on any Lot or public right-of-way, except in an enclosed garage. No commercial vehicle of any kind shall be permitted on any Lot at any time except vehicles owned by the Lot Owner not exceeding three-quarter tons; and except vendors providing temporary services to the Lot Owner. All private passenger vehicles shall be parked within an enclosed garage unless all spaces for private passenger vehicles within the enclosed garage are occupied by a private passenger vehicle, commercial vehicle, recreational vehicle, camper, trailer, or boat. All vehicles parked within the Lot must be in good condition, and no vehicle which is unlicensed or cannot operate on its own power shall remain within the Lot for more than 24 hours, no major repair of any vehicle shall be made on the Lot. Overnight on-street parking is prohibited.

- 5.8.8. Recreational Equipment. All permanent recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard unless approved by the ARB. Any other recreational equipment shall be kept within the Dwelling Unit except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Dwelling Unit.
- 5.8.9. Storage. No items may be stored on a Lot outside a Dwelling Unit or approved building including, without limitation, scrap metal, junk or salvage materials, items or articles whether the same be in the form of wrecked or junked vehicles, appliances, furniture, equipment, building materials, boxes of any kind, or lawn tools, supplies, lawn mowers, and equipment. All tools, supplies, mowers, and equipment, including garden hoses and sprinklers, shall be stored by an Owner out of view, except when in use.
- 5.8.10. Household Garbage and Yard Trash. The Association may select a garbage franchisee that will be contracted on an annual basis or subject to annual review with an annual termination provision for unsatisfactory service; if the Association does so, the Association will contract with only one garbage franchisee to service the Property and each Dwelling Unit must use and pay for garbage services provided by the garbage franchisee selected by the Association. So long as the Association has contracted with a garbage franchisee, no Lot Owner may use any other third party garbage franchisee to haul garbage or trash from that Owner's Lot, except for the removal of lawn waste by a tree removal or landscaping service. No Lot or any other part of the Property shall be used or maintained as a dumping ground for rubbish of any kind except as set forth herein. Trash, garbage or other waste shall be bagged, tied, and kept in covered sanitary containers in the garage, or at the rear of the Dwelling Unit out of sight from the street within an approved fenced area. On those days and only on those days when garbage pickup or trash pickup are made at the Lot, the Owners shall place their garbage (bagged and tied) on their Lot and adjacent to the street for pickup not earlier than sundown prior to the day of pickup. All receptacles will be removed from the curbside not later than sundown of the day of pickup. In the event trash or garbage must be collected from a receptacle servicing more than one Lot to meet the requirements of a collection company or agency, all trash and garbage shall be in plastic bags and tied securely before being placed in the receptacle. In no event shall trash or garbage be placed outside the receptacle. Nothing contained herein shall prohibit the Declarant, or any builder of a Dwelling Unit, from maintaining receptacles, or sites for the collection of trash, or debris, which receptacles or sites do not otherwise comply with this section, on a Lot or on the Properties during construction of improvements to the Properties or construction of a Dwelling Unit.
- 5.8.11. Containers and Fuel Tanks. All garbage and trash containers, bottled gas tanks, water softeners and tanks for irrigation wells shall be located in the garage or, if not permitted by applicable ordinances, in the Rear Yard adjacent to the Dwelling Unit and shall be installed underground or within a walled-in area which is not visible from any street or adjoining property. Any such walled-in area shall be constructed in such a manner as to be inaccessible to dogs or other animals and shall be in form and of a material approved by the ARB.

- 5.8.12. Gardens and Prohibited Plants. Vegetable gardens may be grown only in the Rear Yard, and the cultivation and maintenance of poisonous and illegal plants is prohibited.
- 5.8.13. Lighting. All exterior lighting on any Lot or Dwelling Unit must be designed and erected so as to avoid annoyance to any other Owner, and to avoid unreasonable illumination of any other portion of the Properties except the Lot upon which the lighting is erected. The ARB shall have sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, the Association, or any governmental entity.
- 5.8.14. Golf Carts. No Owner may keep more than two golf carts or similar vehicles on its Lot at any one time.
- 5.8.15. Mail Boxes. No mail box or paper box or other receptacle of any kind for use in the delivery of mail, newspaper, or magazines, or similar material shall be erected by an Owner unless the size, location, design, and type of material for such boxes or receptacles shall have been approved by the ARB and such box shall display only the name of the Owner and the street number of the Lot. Alternatively, the Declarant or the ARB may select a common mail box to be used by all Owners. Nothing may be added or attached to the mail box, paper box, or post supporting the same, including without limitation, flags, signs, flowers, decorations or license plates.
- 5.8.16. Utilities and Other Services. No Owner shall contract for or accept service from any refuse and garbage collection service, cable television or master antenna service, or electric, gas, water, sewage disposal or similar service or utility system except those designated or approved by the Association from time to time.
- 5.8.17. Tree Removal Restrictions. No living tree larger than eight inches (8") in diameter at two feet (2') above ground level, shall be cut down, destroyed or removed from the Property without the prior approval of the ARB.

5.9. **Leases.**

- 5.9.1. All leases of a Dwelling Unit shall be restricted to residential use. All leases shall be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any provisions of this Declaration. Each lease shall contain the following provision (or, if it does not, the following language shall be deemed incorporated in the lease by reference):

The tenant hereby acknowledges that this lease is subject to the Declaration of Covenants and Restrictions for Summerhill, that tenant has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to tenant including, without limitation, termination of this lease without further notice, and personal liability of tenant and lessor for damages, including reasonable attorneys fees.

- 5.9.2. In the event a tenant or a tenant's invitee, guest, or licensee of a Dwelling Unit occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than three months. The Declaration shall have the right to collect attorney's fees against any occupant or tenant and the Owner of the Dwelling Unit in the event that legal proceedings must be instituted against such occupant or tenant for its eviction or for enforcement of the Declaration.
- 5.10. **Approved Builders.** No construction, (including, without limitation, staking, clearing, excavating, grading and other site work, construction of improvements (including Dwelling Units), exterior alteration or modification of existing improvements, and planting or removal of plants) shall take place by any contractor, builder or individual other than a person or entity on Declarant's list of approved builders, which list may change from time to time. A current list of approved builders shall be provided to each Owner at the time of a sale of a Lot, or subsequent thereto upon the request of such Owner. Declarant reserves the right to approve any non-approved builder in its sole and absolute discretion, and further reserves the right to abolish the approved builder program at any time, in its sole and absolute discretion.

ARTICLE VI. STORMWATER MANAGEMENT SYSTEM

- 6.1. **Generally.** The provisions of this Article concerning the Stormwater Management System shall prevail over any conflicting provision in this Declaration to the extent of the conflict.
- 6.2. **Duties of Association.** The Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System 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 Water Management District. Any repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified, as approved by the Water Management District.
- 6.3. **Covenant for Maintenance Assessments for Association.** Assessments shall be used for the maintenance and repair of the Stormwater Management Systems including, but not limited to, work within retention areas, drainage structures and drainage easements.
- 6.4. **Easement for Access and Drainage.** The Association shall have a perpetual non-exclusive easement over all areas of the Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management System as required by the Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System. No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the Water Management District.
- 6.5. **Amendment.** Any amendment to this Declaration which alters any provision relating to the Stormwater Management System, beyond maintenance in its original condition,

including the water management portions of the Common Areas, must have the prior approval of the Water Management District.

- 6.6. **Enforcement.** The Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the Stormwater Management System.

ARTICLE VII. AMENDMENTS TO DECLARATION

7.1. **Amendments.**

7.1.1. This Declaration may be amended by the affirmative vote or written consent, or any combination thereof of:

- a. Until the Class B Membership ceases, 75 percent of the total votes of all Members (i.e., not just the number present at a meeting); or
- b. After the Class B Membership terminates, 50 percent of the total votes of all Members (i.e., not just the number present at a meeting).

7.1.2. Notwithstanding the foregoing:

- a. The percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes for action to be taken under that clause.
- b. No amendment shall be permitted which changes the rights, privileges and obligations of the Declarant without the prior written consent of Declarant. Nothing contained herein shall affect the right of the Declarant to make whatever amendments or Supplemental Declarations are otherwise expressly permitted hereby without the consent or approval of any Owner or Mortgagee.

ARTICLE VIII. GENERAL PROVISIONS

- 8.1. **Enforcement.** The Association, the Declarant or any 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 or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- 8.2. **No Partition.** Recognizing that the full use and enjoyment of any Lot is dependent upon the right to the use and enjoyment of the Common Areas 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 Areas be retained by the Owners of Lots, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common

Areas 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 Areas appurtenant to such Lot subject to reasonable Rules and Regulations promulgated by the Association for such use and employment, whether or not such rights shall have been described or referred to in the deed by which such Lot is conveyed. The Declarant shall convey the Declarant's interest in the Common Areas to the Association.

- 8.3. **Cumulative Effect; Conflict.** All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of this Declaration, the Articles and Bylaws shall be deemed to be cumulative, and the Association may, but shall not be required to, enforce those documents described, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law. If there are conflicts between the provisions of Florida law, the Articles, the Declaration, and the Bylaws, the provisions of Florida law, the Declaration, the Articles and the Bylaws (in that order) shall prevail.
- 8.4. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.
- 8.5. **Attorney's Fees.** If any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Declaration, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Declaration, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Declaration, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 8.6. **JURY WAIVER.** IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR OTHER PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF CONCERNS, OR RELATES TO THIS DECLARATION, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. ANY PARTY INVOLVED IN ANY SUIT PROCEEDING HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.
- 8.7. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Declaration shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Declaration, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived its other rights or remedies.

- 8.8. **Duration.** 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, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be revoked after the initial forty (40) year period upon the vote of not less than fifty percent (50%) of the Members and by Mortgagees holding first mortgages on not less than fifty percent (50%) of the Lots. Any revocation must be recorded in the Public Records of Marion County, Florida.

DATED this 11th day of September, 2006.

Witness

JOHN DINGMAN
Print Witness Name

Witness

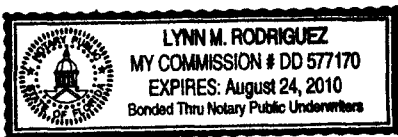
RODNEY ROGERS
Print Witness Name

STATE OF Florida
COUNTY OF Marion

Summerhill, LLC, a Florida limited liability company

By: Harvey Vandeven
Harvey Vandeven as Manager

The foregoing instrument was acknowledged before me this 8th day of September, 2006, by Harvey Vandeven as Manager of Summerhill, LLC, a Florida limited liability company, on behalf of the company.



Lynn M. Rodriguez
Notary Public, State of Florida
Name: Lynn M. Rodriguez
(Please print or type)

Commission Number:

Commission Expires:

Notary: Check one of the following:

- ☒ Personally known OR
☐ Produced Identification (if this box is checked, fill in blank below).
Type of Identification Produced: _____

EXHIBIT A

PORTIONS OF SECTIONS 16 AND 21, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 16, SAID POINT ALSO BEING ON THE NORTH BOUNDARY OF AUTUMN DOWNS AS RECORDED IN PLAT BOOK 9, PAGES 34 THROUGH 38, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE N00°15'13"W ALONG THE EAST BOUNDARY OF SAID SECTION 16 A DISTANCE OF 700.08 FEET; THENCE DEPARTING SAID EAST BOUNDARY S89°55'39"W, 190.00 FEET TO THE NORTHEAST CORNER OF LANDFAIR UNIT 1, AS RECORDED IN PLAT BOOK Y, PAGES 53 THROUGH 55, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE PROCEED S00°14'49"E ALONG THE EAST BOUNDARY OF SAID LANDFAIR UNIT 1, 204.92 FEET; THENCE DEPARTING SAID EAST BOUNDARY OF LANDFAIR UNIT 1 S89°44'12"W, 15.01 FEET; THENCE S00°20'55"E, 19.96 FEET; THENCE S89°32'53"W, 15.04 FEET TO THE AFOREMENTIONED EAST BOUNDARY OF LANDFAIR UNIT 1; THENCE S00°14'49"E ALONG SAID EAST BOUNDARY OF LANDFAIR UNIT 1, 59.94 FEET; THENCE S89°55'31"W ALONG THE SOUTH BOUNDARY OF SAID LANDFAIR UNIT 1, 244.19 FEET; THENCE S00°01'46"E ALONG THE EAST BOUNDARY OF SAID LANDFAIR UNIT 1, 74.99 FEET; THENCE S89°56'39"W ALONG THE SOUTH BOUNDARY OF SAID LANDFAIR UNIT 1, 35.00 FEET; THENCE S00°02'16"E ALONG THE EAST BOUNDARY OF SAID LANDFAIR UNIT 1, 159.90 FEET; THENCE S89°53'19"W ALONG THE SOUTH BOUNDARY OF SAID LANDFAIR UNIT 1, 534.56 FEET; THENCE S00°00'23"E ALONG THE EAST BOUNDARY OF SAID LANDFAIR UNIT 1, 179.97 FEET; THENCE S89°55'39"W ALONG THE SOUTH BOUNDARY OF SAID LANDFAIR UNIT 1 AND THE SOUTH RIGHT-OF-WAY LINE OF N.E. 77th STREET (60 FEET WIDE), 315.54 FEET; THENCE CONTINUE S89°55'39"W ALONG SAID SOUTH BOUNDARY AND SAID RIGHT-OF-WAY LINE, 1286.18 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF N.E. JACKSONVILLE ROAD (100 FEET WIDE), SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2341.31 FEET AND A CENTRAL ANGLE OF 05°20'17"; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE OF N.E. 77th STREET AND SAID SOUTH BOUNDARY OF LANDFAIR UNIT 1, PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID WESTERLY RIGHT-OF-WAY LINE OF N.E. JACKSONVILLE ROAD, 218.13 FEET (CHORD BEARING AND DISTANCE OF S09°24'36"W, 218.05 FEET) TO THE INTERSECTION WITH THE WEST BOUNDARY OF THE N.E. 1/4 OF SECTION 21, TOWNSHIP 14 SOUTH, RANGE 22 EAST; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, PROCEED S00°28'05"W ALONG SAID WEST BOUNDARY OF THE NORTHEAST 1/4 OF SECTION 21, A DISTANCE OF 1107.01 FEET; THENCE DEPARTING SAID WEST BOUNDARY N89°57'31"E, 1327.28 FEET; THENCE S00°10'20"W, 1232.93 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF N.E. 70th STREET (100 FEET WIDE); THENCE N89°59'23"E ALONG SAID RIGHT-OF-WAY LINE, 673.33 FEET TO THE

SOUTHWEST CORNER OF AFOREMENTIONED AUTUMN DOWNS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, N00°07'32"W ALONG SAID WEST BOUNDARY OF AUTUMN DOWNS, 1366.00 FEET; THENCE CONTINUE N00°07'32"W ALONG SAID WEST BOUNDARY OF AUTUMN DOWNS, 1190.41 FEET TO THE NORTHWEST CORNER THEREOF; THENCE DEPARTING SAID WEST BOUNDARY PROCEED N89°55'39"E ALONG THE NORTH BOUNDARY OF SAID AUTUMN DOWNS, 660.58 FEET TO THE POINT OF BEGINNING.

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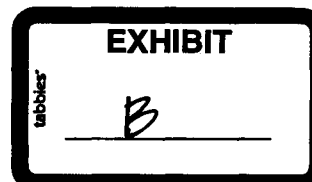
**BYLAWS
OF
SUMMERHILL HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I – NAME, DEFINITIONS AND PRINCIPAL OFFICE

- 1.1. Name. The name of the Association shall be SummerHill Homeowners Association of Ocala, Inc. (hereinafter referred to as the “Association”).
- 1.2. Definitions. The words used in these Bylaws shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for SummerHill Homeowners Association of Ocala recorded or to be recorded among the Public Records of Marion County, Florida, as supplemented, restated, renewed, extended or amended, from time to time (“Declaration”), unless the context shall otherwise require, and to which these Bylaws have been annexed.

ARTICLE II – ASSOCIATION

- 2.1. Members, Transfer of Membership, Classes of Members and Voting. Membership, transfer of Membership, classes of Members and voting by Members shall be as set forth in the Declaration or Articles.
- 2.2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Property or as convenient thereto as possible and practical.
- 2.3. Annual Meeting. Annual meeting of the Association shall be set by the Board of Directors so as to occur at least thirty (30) but not more than sixty (60) days before or after the close of the Association’s fiscal year on a date and at a time set by the Board of Directors.
- 2.4. Special Meetings. Special meetings of the Association must be held when called by a majority of the Board of Directors or one-third (33.33%) of the total voting interest of the Association.
- 2.5. Notice of Meetings.
- 2.5.1. Written or printed notice, stating the place, day, and hour of the any meeting of the Members shall be delivered, ether personally or by mail, to each Member entitled to vote at such meeting, not less than seven (7) days prior to the date of the meeting, by or at the direction of the President or the Secretary, or the officers or persons calling the meeting. When required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice will be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association, with postage prepaid.
- 2.5.2. So long as the Class “B” membership exists, the Class “B” member shall be given notice of all meeting of the Board of Directors, the officers, the



Association or any committee thereof, and such notice shall contain the proposed agenda or purpose of the meeting.

2.6. Adjournment of Meetings.

2.6.1. If any meeting of the Association cannot be held because a quorum is not present, members, either in person or by proxy, representing a majority of the total votes present at such meeting, may adjourn to a time not less than five (5) days or more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or for any other reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening shall be given to Members in the manner prescribed for regular meetings.

2.6.2. The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members or their proxies representing at least twenty-five percent (25%) of the total votes of the Association remain in attendance, and provided further that any action taken is approved by Members or their proxies representing at least a majority of the number of votes of the Association required to constitute a quorum.

2.7. Voting. The voting rights of Members shall be as set forth in the Declaration as supplemented and amended from time to time, and such voting rights provisions are specifically incorporated herein.

2.8. Proxies. A Member may vote either in person or by proxy executed in writing by the Member or by his or her duly authorized attorney-in-fact. No proxy will be recognized as valid after eleven months from the date of its execution unless expressly provided otherwise in the proxy.

2.9. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

2.10. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the Members representing ten percent (10%) of the total votes in the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

2.11. Conduct of Meetings. The President, or in his absence the Vice President, shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

- 2.12. Action Without a Meeting. Any action required by law be taken at a meeting of the Members or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by Members representing the requisite vote necessary to approve the subject matter thereof, and any such consent shall have the same force and effect as a vote of the Members on such action at a meeting duly called.
- 2.13. Notice of Action. So long as the Class "B" membership exists, within ten (10) days following the meeting of the Board of Directors, the officers or the Association, the presiding officer of said meeting or his appointed agent shall deliver a true and complete copy of the minutes or transactions of the meeting to the Class "B" member at its office.

ARTICLE III - BOARD OF DIRECTORS

- 3.1. Governing Body; Composition. The affairs of the Association shall be governed by the Board of Directors, each of whom shall have one (1) vote. The authorized number of directors shall not be less than three. The number of Directors may be increased by amendment of the Declaration, the Articles or these By-Laws or by vote of the Members. The additional Directors may be chosen at the first regular or special meeting of the Members called after the additional Directors are authorized. Except with respect to directors appointed by the Declarant, the directors shall be Members or spouses of such Members. In the case of a Member which is a corporation, partnership, or other legal entity, the person designated in writing to the Secretary of the Association as the representative of such corporation, partnership, or other legal entity, shall be eligible to serve as a director.
- 3.2. Election and Term of Directors. Directors shall be elected at the annual meeting of Members and each Director elected shall hold office until its successor has been elected and qualified, or until its prior resignation, removal, or death. Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present.
- 3.3. Removal of Directors. A Director may be removed from office at a Member's meeting upon the affirmative vote of a majority of the voting interests for any reason deemed by the Members to be in the best interests of the Association; provided, however, before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made and if such Director is present, he shall be given an opportunity to be heard at such meeting prior to the vote on his or her removal.
- 3.4. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board of Directors.
- 3.5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of the time and place of the meetings of the Board of Directors shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

3.6. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by any two (2) directors of the Board of Directors if the Board of Directors is three members or by any three (3) directors of the Board of Directors if the Board of Directors is five (5) or more members. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director of the Board of Directors by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) by telegram, telecopy, charges prepaid. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least ten (10) days before the time set for the meeting. Notices given by personal delivery, telephone, telecopy or telegraph shall be delivered, telephoned, faxed or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

3.7. Notice.

3.7.1. To the extent required by law, notices of all Board meetings must be posted in conspicuous place (including, without limitation, the entrance sign to the Property) in the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted, notice of each Board meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency.

3.7.2. Notwithstanding the foregoing:

a. Notice of any Board meeting at which an assessment may be levied shall be provided to all Members at least 14 days before the meeting, which notice must include a statement that assessments will be considered at the meeting and the nature of the assessments.

b. Notice of any meeting at which rules that regulate the use of Lots may be adopted, amended or revoked, shall be provided to all Members at least 14 days before the meeting, which notice must include a statement that changes to the rules regarding the use of Lots will be considered at the meeting.

3.7.3. If permitted by law, the transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if; (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

- 3.8. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called and the required quorum at such subsequent meeting shall be twenty-five (25%) of directors. The Board may call as many such subsequent meetings as necessary to obtain an authorized quorum. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.
- 3.9. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by majority vote of the Members at a regular or special meeting of the Association; provided any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.
- 3.10. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided the directors participating in the meeting are able through telephone connection to hear and to be heard.
- 3.11. Powers.
- 3.11.1. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, the Articles of Incorporation or these Bylaws directed to be done and exercised exclusively by the Members or the membership generally.
- 3.11.2. The Board of Directors may delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.
- 3.11.3. The Board of Directors shall, except as set forth in the Declaration, have exclusive jurisdiction over and the sole responsibility for the Association's administration, management, operation, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Areas; the establishment, levy, imposition, enforcement and collection of all Assessments for which provision is made in the Declaration; the promotion and advancement of the general interests of the members of the Association; all as more particularly provided in the Declaration, Articles of Incorporation, these Bylaws and the Rules and Regulations of the Association.

3.11.4. In addition to the duties imposed by the Declaration, the Articles of Incorporation and these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall (subject to any contrary or limiting provision in the Declaration), have the power to, and shall be responsible, for the following, in way of explanation, but not limitation:

- a. Preparing and adopting annual budgets in which there shall be established the computation of Annual Assessments (as set forth in the Declaration) contribution of each Owner;
- b. Making Assessments to defray the common expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of Assessments;
- c. Providing for the operation, care, upkeep and maintenance of all of the Common Areas;
- d. Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Association, its property and Common Areas, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;
- e. Collecting the Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- f. Making and amending the Rules and Regulations;
- g. Opening of bank accounts on behalf of the Association and designating the signatories required;
- h. Making or contracting for the making of repairs, additions and improvements to or alterations of the Common Areas in accordance with the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- i. Enforcing by legal means the provisions of the Declaration, these Bylaws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- j. Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration or as otherwise determined to be appropriate by the Board of Directors, and paying the premium cost thereof;
- k. Paying the cost of all services rendered to the Association or its members and not chargeable directly to specific Owners;

- l. Keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- m. Making available to any prospective purchaser of a Lot, any Owner, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage of any Lot, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules and regulations governing the Lot, and all other books, records, and financial statements of the Association;
- n. Permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property;
- o. Entering into contracts, granting easements or performing other rights, obligations or duties of the Association set out in the Declaration, including without limitation, the right to enter into any cable television agreement; and
- p. Borrowing money for the purpose of maintenance, repair or restoration of the Common Area.

3.12. Management Agent.

3.12.1. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board of Directors' supervision, all of the powers granted to the Board of Directors by these Bylaws. The Declarant, or an affiliate or other related entity of the Declarant, may be employed as managing agent or manager.

3.12.2. No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

3.13. Accounts and Reports.

3.13.1. Budgets. The Association shall prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the developer, or another person. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member as required by law.

3.13.2. Financial Reporting. The Association shall prepare an annual financial report within 60 days after the close of the fiscal year. The Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member

as required by law. The financial report must be prepared pursuant to law (currently Section 720.303(7), Florida Statutes).

ARTICLE IV – OFFICERS

- 4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.
- 4.2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Association. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the remainder of the term of such office.
- 4.3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.
- 4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time, specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.
- 4.5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the 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.
- 4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed as follows:
 - 4.6.1. All such documents involving amounts or liability less than \$1,000 may be executed by one officer, or other person, as may be designated by resolution of the Board of Directors; and
 - 4.6.2. Otherwise, such documents shall be executed by at least two officers, or other persons, as may be designated by resolution of the Board of Directors unless, by resolution, the Board of Directors specifies a lesser or larger number of persons.

ARTICLE V- COMMITTEES

- 5.1. Committees. The Board of Directors may designate and appoint other Committees designed to transact certain business of the Association, or to advise the Board of Directors. Such Committees shall be chaired by an Officer or Director as designated by the Board, who shall select the remaining members of the Committee up to the number set by the Board, or terminate such memberships, or appoint successors in that Chairperson's discretion. The Board may terminate any such Committee by resolution.

ARTICLE VI – MISCELLANEOUS

- 6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year.
- 6.2. Parliamentary Rules. Except as may be modified by Board of Directors resolution, Robert's Rules of Order (current edition) shall serve as a guide for conduct of Association proceedings when not in conflict with Florida law, the Articles of Incorporation, the Declaration or these Bylaws. Notwithstanding the foregoing, any failure to follow such Rules of Order shall not void or otherwise affect any action of the Association, the Board of Directors, or the Members.
- 6.3. Conflicts. If there are conflicts between the provisions of Florida law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Florida law, the Declaration, the Articles of Incorporation and the Bylaws (in that order) shall prevail.
- 6.4. Books and Records.
- 6.4.1. Official Records. The Association shall maintain all documents required by law (currently Section 720.303(4), Florida Statutes).
- 6.4.2. Inspection and Copying of Records.
- a. The official records shall be maintained within the state and must be open to inspection and available for photocopying by Members or their authorized agents, as required by law (currently Section 720.303(5), Florida Statutes).
 - b. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.
 - c. Every director of the Board of Directors shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director of the Board of Directors includes the right to make extracts and a copy of relevant documents at the expense of the Association.

6.5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

6.5.1. If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Dwelling Unit of such member or Member: or

6.5.2. If to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

6.6. Amendment.

6.6.1. These Bylaws may also be amended by the affirmative vote or written consent, or any combination thereof, of Members representing a majority of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. The amendment shall be effective upon adoption and a copy thereof shall be recorded in the public records of Marion County, Florida.

6.6.2. No modification or amendment to these Bylaws shall be adopted which would affect or impair the validity or priority of any approved mortgage or the rights of the Declarant unless such approval has been evidenced by the written consent of an approved mortgagee or the Declarant.

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