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**DECLARATION OF EASEMENTS, COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**  
**FOR GRASS ROOTS ESTATES**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRASS ROOTS ESTATES (hereinafter referred to as the "Declaration") is made on the date hereinafter set forth by GRASS ROOTS ESTATES, LLC, a Florida limited liability company (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Lake County, Florida, which is more particularly described in Composite Exhibit "A" attached hereto, (hereinafter collectively referred to as the "Property"); and

WHEREAS, Declarant desires to develop within GRASS ROOTS ESTATES (as defined herein), a residential community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in GRASS ROOTS ESTATES and for the maintenance of entryway features, entrance walls, perimeter landscaping, common landscaping, drainage areas and other common facilities as may be specifically designated on the plat and any subsequent plat of the property 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; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in GRASS ROOTS ESTATES, to create a homeowner's association to which should be delegated and assigned the powers of owning, maintaining and administering the Common Areas, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated or will incorporate under the laws of the State of Florida, a non-profit corporation called GRASS ROOTS ESTATES HOMEOWNER'S ASSOCIATION, INC. (hereafter referred to as the "Association"), for the purposes of exercising the functions described herein.

NOW, THEREFORE, Declarant, hereby declares that all of the residential properties described above shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the following easements, restrictions, covenants and conditions which are for the purpose of enhancing and protecting the value and desirability of, and which shall run with the real property and be binding on all parties having and/or acquiring any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

At Declarant's option, additional property may be added and subjected to the provisions hereof by filing a Supplemental Declaration.

## **ARTICLE I**

### **DEFINITIONS**

The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meaning:

(a) **"Architectural Review Committee" or "ARC"** shall mean and refer to the committee established by the Board of Directors of GRASS ROOTS ESTATES HOMEOWNER'S ASSOCIATION, INC. and described in Article VII hereof.

(b) **"Articles"** shall mean and refer to the Articles of Incorporation filed with the office of the Secretary of State of the State of Florida for GRASS ROOTS ESTATES HOMEOWNER'S ASSOCIATION, INC., as the same may be amended from time to time.

(c) **"Association"** shall mean and refer to GRASS ROOTS ESTATES HOMEOWNER'S ASSOCIATION, INC., a Florida Not-for-Profit corporation, its successors and assigns.

(d) **"Board" or "Board of Directors"** shall mean and refer to the Board of Directors of the Association.

(e) **"Bylaws"** shall mean and refer to the Bylaws of the Association, as the same may be amended from time to time.

(f) **"Common Areas" or "Common Property"** shall mean and refer to all real property (including any improvements thereto) owned by the Association for the common use and enjoyment of the Owners (as the term is hereinafter defined), as reflected on the Master Plan, Plat or Plats of GRASS ROOTS ESTATES.

(g) **"Conservation Easement"** shall mean and refer to easements or dedications granted by the Declarant pursuant to and in compliance with Section 170(h) of the Internal Revenue Code of 1986, Section 704.06, Florida Statutes, and as required by Lake County.

(h) **"Declaration"** shall mean and refer to this Declaration of Easements, Covenants, Conditions and Restrictions, for GRASS ROOTS ESTATES, as it may from time to time be amended.

(i) **"Eligible Member"** shall mean and refer to a member of the Association who is in good standing and entitled to vote, not delinquent in payment of association dues, and has no action pending against them for delinquent dues or violations of the provisions of this Declaration, the requirements of the Architectural Review Committee, or any other rules and regulations promulgated by the Association. Provided, however, the Owners of Lots 13 and 14 shall not be Eligible Members.

(j) **"Lot"** shall mean and refer to any plot of land shown upon which any recorded subdivision map or plat of the Property upon which is located. The reference to a Lot shall also include the residential unit once constructed.

(k) **"Maintenance"** shall mean and refer to, but shall not be limited to, the following: clean-up, landscaping and ground care, silt removal, chemical treatment and other services as related to the Common Areas, and repair and all other such functions incidental to the services of the Association.

(l) **"Master Plan"** shall mean and refer to the most recent development plan from time to time approved by Lake County, Florida, for the development of the Property. A copy of the Master Plan currently existing on the date of execution of this Declaration is attached hereto as Exhibit "B".

(m) **"Member or Membership"** shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

(n) **"Open Space"** shall mean and refer to an exterior open area from the ground and upward devoid of residential and commercial buildings, accessory structures and impervious areas; except, however, those buildings, structures, or areas used exclusively for recreational purposes by the Members may be included as Open Space.

(o) **"Owner"** shall mean and refer to the owner shown by the records of the Association (whether it be the Declarant, one or more person, firm or legal entities) of fee simple title to any Lot located within the Property. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired fee simple title pursuant to foreclosure or a similar proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(p) **"Plat"** shall mean and refer to the Plat of GRASS ROOTS ESTATES, as recorded in Plat Book 601, Page 51-53, Public Records of Lake County, Florida, and such

other plats or Additional Lands as may be recorded from time to time.

(q) **"Property or Properties"** shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(r) **"Residential Unit"** shall mean and refer to a dwelling unit constructed on a Lot for which a certificate of occupancy has been issued by the applicable governmental authorities, and which dwelling unit is intended to be used and occupied as a residence.

(s) **"GRASS ROOTS ESTATES"** shall mean and refer to Lots 1-14 and Tract "A" as shown on the Master Plan.

## **ARTICLE II**

### **PROPERTY RIGHTS**

Section 1. Owner's Easement of Enjoyment. Every owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

A. No Owner shall have the right or privilege to enter upon any portion of Tract "A" except that each Owner whose Lot is adjacent to Tract "A" shall have the right of access to the portion of Tract "A" abutting such Owner's Lot, subject to the restrictions contained in the Conservation Easement burdening Tract "A".

Section 2. Access to Grass Roots Road. Every Owner except the Owners of Lots 13 and 14 shall have the right of ingress, egress, and use of Grass Roots Road, reasonably necessary to access the Owner's Lot. Such use is subject to the costs, payments, and limitations contained within this Declaration. It is specifically acknowledged that Grass Roots Road is a private road not owned by the Association or the Developer, and is not Common Area.

Section 3. Damage or Destruction of Common Area by Owner. In the event any part of the Common Area is damaged or destroyed by an Owner or any of its guests, tenants, licensees, agents or members of its family, such Owner does hereby authorize the Association to repair the damaged area at the Owner's expense. The Association shall repair the damaged area, adhering to sound construction safety practices and in conformance with the latest approved construction and/or building plans. The cost of the repairs shall be deemed a special assessment against the Owner due and payable upon being assessed against the Owner and in the event such special assessment is not paid when due, the Association shall have the right to place a lien on the Owner's Lot for payment of the assessments and to otherwise proceed to collect same in accordance with Florida law. Enforcement of any assessment lien against an Owner shall be consistent with the enforcement of these covenants and restrictions as set forth herein.

Section 4. Title to Common Area. The Declarant shall convey legal title to the Common Area to the Association and such conveyance shall be subject to the terms of the

Declaration and any Supplemental Declaration pertaining to the Property, including any easement and licenses set out therein and easements as the Declarant deems appropriate, and may be subject to the terms of a mortgage. The Common Area shall be subject to a perpetual easement in gross being granted to GRASS ROOTS ESTATES HOMEOWNER'S ASSOCIATION, INC., and its successors for ingress and egress on the Property for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein.

Section 5. Recognition of Adjacent Aviation Use; Waiver of Objection. All Lot Owners acknowledge that they are aware the adjacent property, Grass Roots Airpark, is an airport with rental hangars and is a fly-in community. All Lot Owners waive any objection to normal aircraft operations being conducted in association with Grass Roots Airpark, and such normal aircraft operations shall not be considered a nuisance.

### **ARTICLE III**

#### **ASSOCIATION MEMBERSHIP AND VOTING**

Section 1. Membership. Every Owner of a Lot which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. **The Owners of Lots 13 and 14 are subject to limitations upon the privileges and obligations of Membership, as stated in this Declaration.**

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

Class A: Class A Members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned, **provided, however, the Owners of Lots 13 and 14 shall not be Class A Members and shall not be entitled to vote in any Association matters.** When more than one person holds an interest in any Lot, all such persons shall be Members and the person entitled to cast the vote for the Lot shall be designated by a certificate filed with the Secretary of the Association at any time before the vote is cast, signed by all record Owners of the Lot. If any Lot is owned by a corporation or partnership, a similar certificate shall be required designating the person entitled to cast the vote for such Lot. In the event such certificate by multiple Owners or a corporation or partnership is lacking, then the vote for that Lot shall not be considered in determining the requirement for a quorum or any other purpose until such certificate is filed with the Secretary of the Association. Except, however, when title to a Lot is held by a husband and wife, they may, but shall not be required to, designate a voting member. If they do not designate a voting member, and if both are present at a meeting, only one may vote on any given matter. If they are unable to agree on who shall vote, their vote shall not be counted. If no voting member is designated and only one spouse is present at a meeting, the spouse may cast the vote for the Lot without establishing the concurrence of the absent spouse. In no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B Member shall be the Declarant, its successors or assigns, and shall be entitled to ten (10) votes for each Lot owned by Declarant, except Lots 13 and 14, which

shall not be entitled to any vote. The Class B Membership shall cease and be converted to Class A Membership upon the earlier occurrence of the following events:

(1) Upon the sale of 95% of Declarant's ownership interest in all Lots; or

(2) On January 1, 2010; or

(3) Within thirty (30) days after Declarant sends to the Association and to each Member notice that Declarant voluntarily wishes to turn over its control to the Association (hereinafter referred to as the "Turnover Date").

Section 3. Declarant's Rights in the Association. Declarant reserves the right to designate the initial members of the Board of Directors of the Association. Thereafter the Board shall be elected by the Members of the Association in accordance with the terms and provisions of this Declaration and the Articles and Bylaws, except that the Declarant shall be entitled to elect one (1) member of the Board for so long as Declarant owns any Lots in the Property.

Section 4. Change of Membership of Class A Members. Change of Class A Membership in the Association shall be established by recording in the Public Records of Lake County, Florida, a deed or other instrument establishing a record fee simple title to a Lot in the Property. The Owner designated by such instrument thus becomes a Class A member of the Association and the membership of the prior owner is terminated. The new Owner shall notify the Association in writing of the recording of the deed or other instrument establishing record title and shall furnish the Association a copy of such instrument with recording information thereon if required by the Association.

#### **ARTICLE IV**

#### **FUNCTIONS OF HOMEOWNER'S ASSOCIATION**

Section 1. Services. The Association shall have all power permitted by Florida law, including, but without limitation, the following powers and may, but is not obligated to, provide all services permitted by Florida law, including, without limitation, the following services:

A. The Association shall adopt standards of maintenance and operation as required to effectuate the purposes of the Declaration and to operate a first-rate residential community. The Association shall be responsible for the maintenance, operation and repair of the Common Areas.

B. Maintenance of any real property located within the Property upon which the Association has accepted an easement for maintenance.

C. Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties in the Articles or Bylaws.

D. Conducting business of the Association including, but not limited to, administrative services such as legal, accounting and financial and communications services, which include

informing Members of activities, and preparing and delivering or mailing notices of Meetings and other important events. The Association shall have the right to enter into management agreements with any companies in order to provide its services and perform its functions. Any professional management contract entered into by the Association shall contain reasonable term and termination provisions. Any contracts or leases entered into by the Association prior to the Turnover Date, including any professional management contract, shall provide a right of termination without cause, which is exercisable without penalty at any time after the Turnover Date, upon not more than ninety (90) days notice to the other party thereto.

E. Purchasing general liability and hazard insurance covering improvements and activities on the Common Property at a current cost basis in an amount of no less than one hundred percent (100%) of the insurable value; directors and officers liability insurance; workers compensation as may be applicable; and such other insurance as the Board deems necessary. Hazard insurance proceeds for losses to any Common Property may not be used other than for repair, replacement or reconstruction of such property unless otherwise determined by a majority vote of the Board.

F. Establishing and operating the Architectural Review Committee, in the event that the Association is delegated the responsibility for such purposes thereof by the Declarant.

G. Adopting, publishing and enforcing such Rules and Regulations as the Board deems necessary.

H. The Association may carry out any of the functions and services in Section 1 of this Article to the extent such maintenance and services can be provided with the proceeds first from annual assessments and then, if necessary, from special assessments. The function and services permitted in Section 1 of this Article to be carried out or offered by the Association at any particular time shall be determined by the Board taking into consideration proceeds of assessments and the needs of the Members of the Association. The functions and services that the Association is authorized to carry out or to provide may be added to or reduced at any time upon the affirmative vote of the majority of the Board. The Association may provide the permitted services by contract with third parties, including agreements with applicable governmental agencies. Any professional management contracts entered into by the Association shall contain reasonable terms and termination provisions. Any contracts or leases entered into by the Association prior to the Turnover Date, including any professional management contract shall provide a right of termination without cause, which is exercisable without penalty at any time after the Turnover Date, upon not more than ninety (90) days notice to the other party thereto.

I. Establish use fees and promulgate rules and regulations respecting the use of Common Property and Association facilities by Members and persons other than Members.

J. Perform any other functions the Association deems appropriate for the maintenance and enjoyment of the Property.

Section 2. Conveyance to Association. The Association shall be obligated to accept any and all conveyances to it by Declarant of fee simple title, easements or leases to Open Space, lakes, conservation areas, easements or Common Areas.

Section 3. Conveyance by Association. Subject to the provisions of Article VI, the Association shall be empowered to delegate or convey any of its functions or properties to any governmental unity or public utility or for other public purposes consistent with the intended use of such property. In addition, the Association may convey lands or easements to the Declarant in connection with replatting of any portion of the Property.

## **ARTICLE V**

### **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Purpose of Assessments. The assessments levied by the Association (hereinafter referred to as "Assessments") shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property in accordance with services provided by the Association in Article IV, including but not limited to work within the Common Area, the payment of taxes and insurance on the Common Area, and for the costs of labor, equipment, materials, management and supervision thereof. The annual assessment may also provide reasonable reserves for deferred maintenance, replacements and betterments as further set out in the Association Bylaws.

Further, the Assessments shall be used for payment by the Association of a 12/30 share of maintenance of Grass Roots Road and landscape buffer (identified as Tract "C" of the Plat of Grass Roots Airpark, Plat Book 53, Pages 59-61, Public Records of Lake County, Florida). The Association shall collect funds sufficient to pay such share of Grass Roots Road maintenance through Assessments, and shall pay such funds to Grass Roots Airpark Homeowner's Association, Inc., which owns such Tract "C".

Section 2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) initial assessments; (2) annual assessments or charges; and (3) special assessments for capital improvements and other expenditures that the Association deems appropriate, including special assessments for violations as provided in this Declaration, the Articles and Bylaws; such assessments to be fixed, established and collected from time to time as hereinafter provided. Until the Turnover Date, the Declarant shall have the obligation to fund the operating deficit of the Association. Late fees, the annual and special assessments, together with interest thereon (as hereinafter provided) and costs of collection thereof, including, without limitation, reasonable attorneys' and paralegal fees incurred by the Association incident to the collection of such assessment whether or not judicial proceedings are involved and appeals, if any, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. The lien shall be effective from and after the time of recording a claim of lien, pursuant to Florida law, in the Public Records of Lake County, Florida, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Each such assessment, together with interest thereon and cost of collection, including, without limitation, reasonable attorneys' and paralegal fees incurred by the Association incident to such collection whether or not judicial proceedings are involved, and appeals, if any, shall also be the obligation of the person who is the owner of such Lot at the time the assessment is due and payable.



Section 3. Initial Assessment. The Initial Assessment for each Lot shall be ONE THOUSAND and 00/100 (\$1000.00) Dollars per Lot and shall be due at the time title to the Lot is transferred from the Declarant, his successors or assigns, to an Owner. At the time of the initial sale of a Lot from the Declarant to a Lot Owner, the Declarant shall pay \$500.00 of the \$1000.00 Initial Assessment; the Lot Owner shall be responsible for the remaining \$500.00. The Initial Assessment shall be a one time assessment and shall be due in addition to the annual and special assessments as provided therein. Lots 13 and 14 are not subject to the Initial Assessment.

Section 4. Commencement, Use and Maximum Annual Assessments.

A. The Board of Directors of the Association shall fix the date or dates on which the annual assessments and installments thereof are due, the amount of the annual assessment against each Lot, at least thirty (30) days prior to the commencement of the annual assessment. Annual assessments shall be due on January 1 of each year in the amount of Three Hundred Dollars (\$300.00) per year until changed as provided hereinafter. Special assessments shall be subject to the same payment procedures as stated above. The Declarant and the Owners of Lots 13 and 14 shall be exempt from the Annual Assessment.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased or decreased by the Board of Directors without a vote of Class A and Class B Members to reflect the actual operating expenses experienced in the initial year of operation. Thereafter, the maximum annual assessment may be increased by the Board of Directors as required in order to formulate a balanced budget.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association, via a vote of the Board of Directors, may levy, in any assessment year, special assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto or for any other purposes deemed appropriate by the Association, including but not limited to repair of Grass Roots Road or the installation of a gate on Grass Roots Road. The due date of such special assessment, shall be as provided by the resolution adopting the special assessment. The Declarant shall pay the current special assessment as to the Lots that it owns and thereby its obligations to fund deficits levied against an Owner or Owners by the Association for violations or damages as provided in the Declaration, the Articles of Incorporation and Bylaws, and any such special assessment shall be due and payable when levied by the Association. The provisions of this Declaration relative to the enforcement and foreclosure of the lien for annual assessments shall also apply to special assessments levied pursuant to this Section 5. Lots 13 and 14 shall not be subject to Special Assessments.

Section 6. Determination of Annual Assessments. The Board shall determine the total annual assessment for the Properties. Written notice of any meeting of the Board at which the Board shall consider determination of the annual assessment or any special assessment shall be sent to all voting Members not less than thirty (30) days or more than sixty (60) days in advance of the Board Meeting.

Section 7. Uniform Rate of Assessment. The allocation of annual and special assessments, other than special assessments incurred as a result of damage by Owner or violations of the Declaration, Articles of Incorporation or bylaws, shall be set so that all Lots shall be assessed at an equal rate, except that Lots 13 and 14 are exempt from all Assessments. The Declarant shall pay the prorated current annual and special assessments as to the Lots that it owns in the year of Turnover, and thereafter shall pay the full amount.

Section 8. Date of Commencement of Annual Assessment; Due Dates. The annual assessments provided for herein shall commence to accrue at the time title to the Lot is transferred from the Declarant, his successors or assigns, to an Owner, which for purposes of this provision shall include any builder, even though a builder intends to acquire the Lot solely for construction of single family residence for resale, and shall be prorated on a daily basis for the number of days remaining in the calendar year. Thereafter, each calendar year shall constitute the annual assessment period. The first annual assessment shall be based upon an estimate of the operating expenses for the year plus adequate reserve for anticipated expenses. In the event this assessment proves insufficient to satisfy such expenses, the Board shall levy a supplementary assessment in the amount of the deficit. Notwithstanding any other provision herein, the supplementary assessment shall not require the assent of the Members. The Board shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or the agent of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear interest from the due date at the maximum rate allowed by law or a lower rate set by this Association per annum. The Board of Directors of the Association may accelerate the remaining installments and declare the entire assessment as to the delinquent Owner due and payable in full as if the entire amount was originally assessed, with interest accruing on any unpaid amount at the highest rate allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment as provided herein and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of Assessment Lien to First Mortgages. The lien of all assessments provided for herein and all assessments, late fees, interest, costs, expenses and attorneys' fees secured by the lien shall be subordinate to the lien of any first Mortgage recorded prior to the time of recording the claim of lien by the Association. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of the first mortgage, or any proceeding in lieu thereof or the acceptance of a deed given in lieu of

foreclosure of the first mortgage, shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. The extinguishing of the lien shall not affect the personal liability of the Owner at the time such assessment came due for payment of same. No sale or transfer shall relieve such Lot from liability for any assessment coming due after such sale or transfer or from a lien therefore. No provision of this Section 10 may be amended without the joinder of all record owners of first mortgages encumbering lots within the Property. However, any such delinquent assessments which were extinguished pursuant to the foregoing provisions may be reallocated and assessed to all Lots.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: (a) any parcel of the Property (excluding platted easements within Lots) which serves as an easement or which is dedicated and accepted by a local public authority, and devoted to public use; (b) all Common Area as defined in Article I(f), hereof, and (c) Lots 13 and 14.

## **ARTICLE VI** **EASEMENTS**

Section 1. Utility Easements. The Declarant reserves to itself (and its successors or assigns) the right to grant easements to any private company, public or private utility or governmental authority providing utility and other services within the Property and the Common Property upon, over, under and across the Property; provided, however, the right to grant easements pursuant to this section upon, over, under and across any Lot shall be limited to the utility easements applicable to each Lot as shown on the Plat. Said easements shall be given only for the purpose of maintaining, installing, repairing, altering and operating storm sewer lines, irrigation lines, gas distribution, electrical, telephone, water distribution systems, cable television service, and all machinery and apparatus appurtenant thereto to all installation and maintenance of utilities and providing services to Owners, the Property and Common Property. All such easements are to be of a size, width, and location as Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 2. Declarant Easements. The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use does not unnecessarily interfere with the reasonable use and enjoyment of this property and these facilities by the Owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any part of the Property owned by Declarant. The easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Owners.

Section 3. Service Easements. Declarant hereby grants to delivery, garbage pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the

Declarant, its successors or assigns to service the Property, and to such other persons as the Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Property for the purposes of performing their authorized services and investigation.

Section 4. Conservation Easements. Declarant reserves the right to grant Conservation Easements to qualified grantees over and across Common Property as may be required by state or local law, ordinance, rule or regulation, including, but not limited to, any such easement required by Lake County, Florida.

The Conservation Easement, if any, shall contain the following language;

A. Purpose. The purpose of the Conservation Easement is to ensure that the property will be retained forever in its existing natural condition, except for those activities specifically authorized by a Permit, and to prevent any use of the property that will impair or interfere with the environmental value of the Property.

B. Prohibited Uses. Any activity or use of the property inconsistent with the purpose of the Conservation Easement is prohibited. Without limiting the generality of the foregoing and except for activities specifically authorized by the Permit, the following activities and uses are prohibited on the Property:

(1) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

(2) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;

(3) Removal or destruction of trees, shrubs, or other vegetation, or any portions thereof (including those activities exempted in subparagraph 369.20(8), Florida Statutes, within the Property as it existed prior to subdividing), except for non-indigenous vegetation, cattails (*Typha* spp.), primrose-willow (*Ludwigia peruviana*), and other species or individuals specifically identified by Lake County in writing as a nuisance within the Property.

(4) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface (including those activities exempted in subparagraph 403.813(2)(r), Florida Statutes, within the Property as it existed prior to subdividing);

(5) Surface use, except for purposes that allow the land or water area to remain predominantly in its natural condition;

(6) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; and

(7) Acts or uses detrimental to such retention of land or water areas.

C. Reserved Rights. Declarant reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the property, including the right to engage in or permit or invite others to engage in all uses of the property that are not expressly prohibited herein and are not inconsistent with the purpose of the Conservation Easement.

D. Rights of Grantees. To accomplish the purposes stated herein, Grantor/Declarant conveys the following rights to Grantees :

(1) Grantees may enter upon and inspect the Property in a reasonable manner at reasonable times to determine if Grantor is complying with the covenants and prohibitions contained in this Conservation Easement. No right of access by the general public to any portion of the Property is created by this Conservation Easement.

(2) Grantees, either individually or collectively, may proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

Section 5. Swale Maintenance. The Declarant or each Owner has constructed or may construct a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage swale is located.

Section 6. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods, to wit:

- A. By a specific designation of an easement on any recorded Plat of the Property;
- B. By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or Residential Unit;
- C. By a separate instrument referencing this Article VI, such instrument to be subsequently recorded by the Declarant; or
- D. By virtue of the reservation of rights set forth in this Article VI.

Section 7. Extent of Easements. The rights and easements of enjoyment created in this Article VI shall be subject to the right of the Association to give, dedicate, mortgage or sell all or any part of the Common Area (including leasehold interests) to any public agency, authority or utility or private concern for such purposes and subject to such conditions as may be determined by the Association; provided that no such gift or sale or determination of such purposes or conditions (1) shall be effective unless the same shall be authorized by the affirmative vote of two thirds (2/3) of the votes cast by Members at a duly called meeting of the Members of the Association, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent at least thirty (30) days prior to such meeting to every Member of each class entitled hereunder to vote, nor (2) shall be inconsistent with the purposes and uses of the Common Area as may be shown on the Plat. A true copy of such resolution, together with a certificate of the results of the vote taken thereon, shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Area, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

## **ARTICLE VII**

### **ARCHITECTURAL CONTROL**

Section 1. Establishment of Architectural Review Committee. The Declarant, upon the recording of the Declaration shall immediately form a committee known as the "Architectural Review Committee" ("ARC").

Section 2. Duties and Functions of the ARC. The duties, powers and responsibilities of the ARC shall be as follows:

A. The ARC shall consist of three (3) or more persons approved by the Declarant. At such time as Declarant no longer owns any real property within the Properties (or earlier at the Declarant's option), the Declarant shall assign to the Association the rights, powers, duties and obligations of the ARC, whereupon the Board shall appoint the members of the ARC and shall provide for the terms of the members of the ARC. Members of the ARC need not be officers, directors or members of the Association.

B. Prior to obtaining building permits or commencing construction of any building, pool, landscaping or other structure upon the Property, the ARC shall have the right of specific approval or veto of all architectural, engineering, platting, planning and landscaping aspects of any improvement or development of individual units or buildings as well as the general plan for development of any individual lot or subdivision, tract or parcel of land within the Properties. All construction and development within the Properties is subject to local governmental control; provided, further, that the ARC may, in its sole discretion, impose standards of architectural and landscaping design, building setback lines or the general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning, planning or other local governmental codes. Provided, however, Lots 13 and 14 are exempt from all requirements of the ARC, and are not subject to ARC review.

C. All plans for the construction of any improvements within the Properties shall contain a drainage plan which shall be consistent with the stormwater management drainage plan for GRASS ROOTS ESTATES as set forth in the Master Plan.

D. As part of the application process, two (2) complete sets of construction drawings, including floor plans, elevations, details, and detailed site plans and landscape plans and specifications prepared by an architect, or other person found to be qualified by the ARC, shall be submitted for approval by written application on such form as may be provided or required by the ARC. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

E. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereon with the surrounding area and the effect thereon on adjacent or neighboring property.

F. Unless specifically excepted by the ARC, the improvements for which approval of the ARC is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the ARC in the event that the approval is so conditioned.

G. The ARC shall in all cases have the right to determine and designate building set back lines necessary to conform to the general plan of GRASS ROOTS ESTATES, in order to preserve the integrity of the Properties. In this respect the ARC's judgment and determination shall be final and binding.

H. The ARC will make every effort to complete its review of the plans and specifications submitted in final and complete form, within THIRTY (30) days, after written request for approval by the Owner or builder. The ARC may notify the applicant that it will need additional time to complete its review, in which case, the ARC may extend its time for review for an additional fifteen (15) day period.

I. There is specifically reserved unto the ARC the right of entry and inspection upon any Lot, for the purpose of determination by the ARC whether there exists any construction or any improvement which violates the terms of any approval by the ARC or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and, in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to remove any unapproved improvements, the substantially prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorneys' fees in connection therewith. The Association shall indemnify and hold harmless the ARC from all costs, expenses and liabilities, including attorneys' fees, incurred by virtue of any member of the ARC's service as a member of the ARC.

J. A majority of the ARC may take any action of the committee and may designate a representative to act for it. In the event of death, disability or resignation of any member of the ARC, the Declarant or its successors or assigns shall designate a successor.

K. The ARC may adopt such further rules and regulations as it deems necessary to carry out its functions and purposes hereunder, provided all such rules and regulations shall be filed with and made a part of the Association's minutes and provided to Owners.

L. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such manner that the same violates the restrictions contained in this Declaration or any other covenants which the ARC has the power to enforce, or in such manner that the same encroaches on any easement area or setback line, the ARC reserves the right to release the property from the restriction which it violated and to grant an exception to permit the encroachment by the structure over the setback line, or in the easement area, so long as the ARC, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health, safety and appearance of the Properties.

M. The ARC has the right, but not the obligation to grant waivers for minor deviations and infractions of the covenants set forth herein. The granting of any waiver for any portion of the Properties may be given or withheld in the ARC's sole discretion and a prior grant of similar waiver shall not impose on the ARC the duty to grant new or additional requests of such waivers.

N. The Association, Declarant, ARC, or any officer, employee, director, agent, or member thereof shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association, Declarant, the ARC or any officer, employee, director or member thereof to recover any such damages.

O. When deemed necessary by the ARC to ensure the proper future expansion of utilities services, a covenant document shall be filed with the Plat that indicates the following statement: "In the future, when wastewater collection system becomes available to service the subdivision, service improvements and connection shall be made by the homeowner's association or by the property owners". All deeds conveying Properties within the subdivision shall reference the covenant document.

## **ARTICLE VIII**

### **GENERAL RESTRICTIONS**

Section 1      General Restrictive Covenants. The general restrictive covenants contained in this Article shall apply uniformly to all Lots and Residential Units on the Property, except Lots 13 and 14, which are exempt from all General Restrictions except Section 2.A., B., E., and F, and Section 30. Every Owner shall comply with the restrictions and covenants set forth



herein and any and all rules and regulations adopted by the Board. The following are the initial Rules and Regulations of the Association which may be amended, modified or added to from time to time as provide herein.

## Section 2

### Use of Lots

A. Residential use only: No lot shall be used for any purpose except residential. The term “residential” is intended to prohibit any commercial use, including professional office use, on any portion of any Lot or Residential Unit. No building shall be erected, altered, placed or permitted to remain on any Lot other than Residential Units designated for residential use and private garages. Provided, however, that the foregoing shall not prohibit the Declarant or a builder authorized by Declarant from using the Residential Units as models or sales offices and provided, further that the ARC may permit limited use as a home office if such use is imperceptible from the outside of the structure and no vehicular traffic of any sort is created by the use of said home office. Such permission for a home office shall not be construed as an opinion as to the permissibility under County law.

B. Residential lots may be used for single-family homes only. No duplexes, cottages or apartments are permitted.

C. Homes shall have a minimum area of air-conditioned space (exclusive of porches, garages, screened rooms, and bonus rooms) of 1,800 square feet.

D. Homes and accessory buildings, including barns and agricultural buildings, must be of conventional construction and in conformance to one of the specific architectural style guidelines. No pre-fabricated structures are allowed.

E. Residential lots may not be subdivided or re-platted. Only one single family home is allowed on each platted lot.

F. No temporary structures. No structure of a temporary nature of character, including, but not limited to, a tractor trailer, utility trailers, house trailer, mobile home, camper, tent, shack, shed, boat, barn, or other similar structure or vehicle , shall be used or permitted to remain on any Lot as a storage facility or residence or other living quarters, whether temporary or permanent, unless approved by the ARC for use during construction only; provided, however, that this prohibition shall not apply to shelters used by the contractor or Declarant during the construction and/or sales of any Residential Unit.

G. Horse barns or stalls shall be allowed on Lots 4, 5, 8, 9 and 11, and such Lots shall be allowed to keep horses on their Lots, subject to the limitations and restrictions of Section 21.

## Section 3

### Massing of Structures

A. Add-on elements: Smaller massed forms attached to the main house body are referred to as “add-on elements” (e.g. porches or side wings.) The main body roofline does not run continuous over these forms. Each add-on form typically has an independent roof pitch as

appropriate to the Architectural Style. The add-on element roof pitch never exceeds the main body roof pitch.

B. Porches are an important element of each of the architectural styles featured at Grass Roots Estates. Porches are required on the street side and must be designed in conformance with the specific architectural style guidelines.

#### Section 4                      Architectural Style

A. The main house and all accessory structures shall be of the same architectural style within any given lot. Mixing of styles within a lot is not permitted.

B. The structures must be designed and constructed to conform to one of the architectural styles as defined by these guidelines. The defined styles (coastal, craftsman, and vernacular) are styles that blend well together and are appropriate to the rural setting at Grass Roots Estates. Other traditional styles, which are informal and incorporate large porch areas, may be considered. Acceptance of designs in alternate styles will be at the sole discretion of the ARC. Images of design concept should be reviewed with the ARC prior to beginning design.

C. Architectural styles – (Coastal, Craftsman and Vernacular) are defined in more detail in the Architectural Styles Guideline supplemental document. Adherence to these guidelines will assist in the design and ARC approval process.

#### Section 5                      Construction Finishes and Detailing

A. Architectural details and exterior finish materials shall be the same on all elevations of the main body of the house so that the main body provides a consistent palette of materials, finishes and colors for wall and roofing materials.

B. Material and finish changes may occur on appendages, add-on elements, ancillary structures, dormers or gable end accent elements as consistent with the architectural style guidelines.

C. Chimneys and fireplace flue enclosures shall be constructed of non-combustible materials or with a stucco finish. Siding shall not be used as an exterior finish for these elements.

#### Section 6                      Setbacks

All buildings must conform to the applicable setbacks listed below:

Front yard (Grass Roots Road) Lots 1, 2, 3, 6, 7, 10 and 12) = 100 feet

Front yard (Grass Roots Road) Lots 4, 5, 8, 9 and 11) = 690 feet

Rear yard, all Lots = 30 feet

Side yards, all Lots except Lot 1 = 30 feet

Side yard, north 362.4 feet of Lot 1 = 100 feet

Waterfront setback = as required by county or 100 feet (whichever is greater)

Maximum building height = 40 feet

Any accessory structure designed or used to house animals = 50 feet from any property line

#### Section 7            Equipment

All miscellaneous equipment, including, but not limited to, condensing units, solar panels, pool equipment, satellite dishes, irrigation, recycle bins/garbage cans shall be located in such a way that the equipment is not visible. Hedges, fence enclosures or other landscape means of visually screening the equipment is required.

#### Section 8            Automobile Garage

- A. Two automobile parking spaces are required for each dwelling unit.
- B. At least one space must be enclosed in a garage or carport.
- C. Carport designs must be detailed similar to porches. Columns, beams, and other elements should match. (See architectural style guidelines.)
- D. Oversize vehicles (including, but not limited to boats, campers, trailers, recreational vehicles) shall be parked in carports, garages or side yards. When parked in side yards the side yard setback must be observed and a 6-foot high wall, fence, or landscaped screening enclosure must be installed.
- E. Garage doors may be side facing or front facing. Front facing garage doors must be set a minimum of 12 feet behind the porch columns. Only single car doors are allowed. Maximum door width is 10 feet. Door heights shall be 8 feet minimum. Overhead doors must recess a minimum of 8 inches behind the outside face of the wall.
- F. Garage doors shall be closed unless garage is in use for ingress/egress.
- G. Garages may not be converted to living space or offices.

#### Section 9            Porches

- A. Front and rear porches must be open and extend a minimum of 50% of the width of the main body of the house. Areas beyond the 50% open width may be enclosed or screened.
- B. Enclosed or screened areas, which are under common roof with the open porch, must be paneled in a module similar to the width and trim of the windows. These paneled areas may have windows, screens, or enclosed panels.
- C. Porch beam: The width of the porch beam shall be equal to the column width at the column neck.
- D. Pilasters or half columns, when used, shall be the width of the porch beam and column neck. Pilasters shall be used when the porch is appended to the main body of the house. When the porch roof is integral with the main body roof, pilasters are optional. Refer also to the architectural style guidelines for specific proportions and characteristics of each style.
- E. Minimum porch depths shall be provided as required in the architectural style guidelines, but in no case be less than 7 feet. The maximum porch depth shall not exceed 16 feet.

## Section 10      Windows

A. Windows shall be of a size, proportion and muntin configuration as defined for each architectural style.

B. Muntins shall be 5/8 inches to 7/8 inches wide and shall project out from the glass. Muntins shall give the appearance of true divided lites.

C. Clear glass shall be used in all windows and doors. Stained glass is an allowable material in special windows. Colored, tinted, or reflective glass is not permitted. Clear low-emissivity glass is allowed.

D. Dormer windows, when used on a non-habitable interior space, must have appropriate window treatment including, but not limited to, blinds or curtains on the inside of the window. Painting the inside face of the glass is not acceptable.

## Section 11      Shutters

A. Shutter height shall be equal to the window sash height. Each flanking shutter shall be one-half the width of the window and be installed so that the shutters can completely cover the window if in a closed position.

B. Shutters shall be installed operable or appear to be operable.

C. Louvered shutters should be installed so as to shed water away from the house when shutters are in a "closed" position.

D. Hinges and a pivoting latch or shutter dog shall be provided on each shutter.

## Section 12      Roof Ventilation

A. All roof vents shall be comprised of the following types:

- Continuous ridge vents
- Gable end vents
- Cupola Vents

B. Gable end vents that are not functional must appear to be functional.

C. Perforated aluminum or vinyl soffit vents are not permitted.

D. Vent design shall be consistent with the architectural style guidelines.

## Section 13      Pool Enclosures

A. In ground swimming pools are allowed in rear yards and in areas between the house and accessory buildings. Above ground pools are not allowed.

B. The pool enclosure roof and massing should appear as an add-on element, to be smaller in scale, to the main house and accessory building roofline. The pool enclosure ridge shall be lower than the ridge of the main body of a single story house, and no higher than the eaves of a two-story house. In no circumstances is the pool enclosure to tie into any roofline above the eaves.

C. The width of the pool enclosure shall be held a minimum of 2 feet inside the corners of the main body of the house or appendage.

D. The maximum height of any vertical surface is 11 feet measured from the finish grade at the exterior of the enclosure.

E. A pool enclosure fence, as required to comply with code, shall be provided around the pool. The fence shall be constructed of materials consistent with the architectural style guidelines.

F. The slope of the pool enclosure roof shall not exceed the slope of the main body roof pitch.

G. The use of loggias, pergolas, arcades or other architectural treatment around the pool enclosure is encouraged.

H. Pool enclosure screens and frames shall be black or other dark color.

I. Installation of any pool or spa or screened enclosures shall require prior written approval of the ARC.

#### Section 14      Driveways

A. The maximum width on the front driveway shall not exceed fourteen feet (14') for the first 100 feet of any Lot fronting on Grass Roots Road.

B. Ribbon drives are encouraged.

C. Gates are not permitted across driveways except on Lots 4, 5, 8, 9 and 11, which gates must be set back 660' from Grass Roots Road right of way.

D. Driveways must be hard surfaced for the first 100 feet. Gravel, dirt, or mulched drives are not allowed except areas more than 100 feet from Grass Roots Road right of way.

#### Section 15      Fences and retaining walls

A. Fences in the front and rear setback areas shall not exceed 3 feet in height above grade and must be at least 50 percent open. Retaining walls in the front setback areas must not exceed 1 foot in height above grade on the high side. A fence may be installed above the wall to a height of 3 feet above grade. Fences and walls in the side yard setback area may be 8 feet in height above grade. Fences and walls may not block the view to or from the front porches.

B. Chain link fence, barbed wire or other wire fence is not allowed on individual lots. Plastic and vinyl fencing is not allowed.

C. Fence design and materials should highlight the architectural style used on the house. Designs must be approved by the ARC prior to installation.

#### Section 16      Utilities

A. Wells and septic systems must be placed in the well and septic zones as designated by the Declarant. Generally, wells are in the rear yards and septic systems in the front yards.

B. Power lines, phone, and cable lines are to be buried underground on individual lots.

#### Section 17      Drainage

G. No Owner of a Lot shall in any way interfere with the established drainage pattern over his Lot from adjoining or other Lots or obstruct or divert drainage flow; provided, however, each Owner will make adequate provisions for proper drainage over his Lot. For the purposes hereof, "established drainage" is defined as the drainage which occurred when the final plat for the property was recorded. Each Lot Owner shall permit free access by Owners of adjacent or

adjoining Lots to slopes or drainage ways located on his Lot which such access is necessary by the maintenance or permanent stabilization on the slopes or of the drainage facilities to protect property other than the Lot on which the slope or drainage way is located.

Section 18      Storage

- A. Outside storage of business related goods, maintenance equipment, inventory, parts, building materials, supplies, etc. is prohibited.
- B. Storage inside of carports is limited to operable boats and motor vehicles.
- C. Storage of boat or motor vehicle parts or projects is not allowed outside.
- D. Outside storage of personal belongings, not part of the landscaping is prohibited. (See landscaping guidelines.)

Section 19      Vehicle parking

- A. Parking is not allowed in the front yard.
- B. Trucks, busses, service vehicles or commercial vehicles shall not be permitted to be parked or stored on any lot or association common areas for a period of time exceeding twelve (12) hours or overnight.

Section 20      Garbage and trash

No part of the property shall be used for burial or dumping of rubbish, trash, garbage, or other waste. All rubbish, trash, garbage, and waste shall be kept in sanitary containers, and shall be removed from the premises at least once a week. Burning is not allowed.

Section 21      Pets and Animals

A. No animals, horses (except as regulated in Section 21.B. below), livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept on lots, provided that they are not kept, bred or maintained for any commercial purpose or become a nuisance to the other owners. All pets shall be kept in a fenced in enclosure or kept on a leash when outdoors. No dogs or other pets shall be permitted to have excretions on any portion of the association common area. In the event of any such excretions the Owner of said dog or other pet should immediately remove and dispose of said excretions. The Association shall have the right to revoke the Owner's right to have a pet on the Property in the event of repeated violations of this provision. No permitted pet shall be allowed to make noise in such a manner or such volume as to annoy or disturb other Owners.

B. Horses are allowed only on Lots 4, 5, 8, 9 and 11. The maximum number of horses shall be three (3) per Lot. Horses are not allowed to be housed on or access in any manner to the "front", easterly 660 feet of the Lot. Horses shall not be used for commercial purposes.

C. No pets, animals, or livestock, including horses, are allowed on any runway, taxiways, or other aircraft operations areas of Grass Roots Airpark. The number of dogs and cats or other pets shall be limited to a total of three (3) per lot.

Section 22      Restriction on Activity

A. No illegal, obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot, or in any Residential Unit, nor shall anything be done or permitted to exist on any Lot or

in any Residential Unit that may be or may become an annoyance or private or public nuisance. No lot, driveway or Common Area shall be used for the purpose of vehicle repair or maintenance. In the event of any questions as to what may be or become a nuisance, such questions shall be submitted to the Association for a decision in writing and its decisions shall be final.

Section 23            Maintenance

Lot owners must maintain their property and structures in a safe, clean, painted first class condition and state of repair at all times.

Section 24            Miscellaneous

A. No antennas, satellite dishes or other equipment shall be installed on the building to a height exceeding 10 feet above the roof. Size and location of such installations must be approved by the ARC prior to installation.

B. Only clotheslines of the folding umbrella type are allowed. Total outside area shall not exceed 150 square feet.

C. No signs or other advertising device shall be erected, posted or displayed upon any lot except as stated below:

- One sign of not more than three square feet in area, advertising the property for sale.
- Signs used by a builder to advertise the property during construction and sales periods. Provided, however, that any such builder's signs shall be subject to approval by the Declarant.
- Declarant may erect signs as necessary for proper utilization of the easements and Common Areas.
- Declarant may erect signs and lot markers for the purposes of selling lots.

D. Mailboxes shall be simple boxes attached to a simple post. Mailboxes may not be embedded in an enclosed structure. Artistically designed mailboxes with an aviation or farm theme may be installed if approved by the ARC.

Section 25            Selection of Colors and Exterior Materials

All exterior colors and materials, including the roof, are to be approved by the ARC prior to installation.

Section 26            Prohibited materials

The following materials are specifically prohibited:

- Vinyl or aluminum siding
- Vinyl or aluminum fascia
- Aluminum railings and balustrades not conforming to shapes appropriate to the architectural style used
- Vinyl, aluminum, or pre-cast concrete shutters
- Imitation stone or imitation brick

## Section 27      Completion of Structure

The exterior of all structures shall be completed within 18 months after commencement of construction.

## Section 28      Landscape Guidelines

### A. General

Landscaping must meet all criteria of Lake County ordinances.

### B. Grading and Drainage

Finish grading shall be accomplished so as to not alter the natural drainage of the lot.

### C. Ground Cover

All areas of the lot that are not built upon shall have grass or other ground cover, or shrubs with mulch, or trees with mulch. No open dirt areas are permitted.

### D. Trees

Canopy trees are encouraged. In the "front", easterly 100 feet of all Lots, trees which measure six inches (6") caliper at six feet (6') above the ground may not be removed without the prior approval of the ARC. Lot Owners will be subject to a fine of \$1000 for each such tree removed without prior approval of the ARC, assessed under the procedures for enforcement of this Declaration.

### E. Yard Furniture

- 1) Play equipment and yard furniture are allowed provided they are well maintained and are not a nuisance to the neighborhood.
- 2) Display or storage of statues or artistic creations, whether functional or non-functional, is subject to approval by the ARC.

## Section 29      Exterior Lighting

Exterior lighting used to highlight the landscaping or buildings, or to light pathways is encouraged. High intensity lighting that is an annoyance to neighbors is not allowed.

## Section 30      Restrictions for Lots 13 and 14.

No mobile homes, manufactured homes, or modular homes shall be allowed on Lots 13 and 14. Only conventional construction shall be allowed.

## Section 31      Governmental Approvals and Permits

Nothing herein conveys upon any Lot Owner any approval or exemption from any permits, licenses, or approvals needed for any development or construction on any Lot from any governmental agency. Any development on any Lot which does not comply with all governmental regulations, permits and approvals is in violation of this Declaration and subject to enforcement hereunder.



## **ARTICLE IX** **INSURANCE**

**Section 1. Risk of Loss.** The Association shall keep (i) buildings in the Common Area insured against loss by fire and the risks covered by a Standard All Risk of Loss Perils Insurance Policy under an extended coverage casualty policy in the amount of the maximum insurable replacement value thereof, and (ii) all personal property owned by the Association insured with coverage in the maximum insurable fair market value of such personal property as determined annually by an insurance carrier selected by the Association. The Association shall be the owner and beneficiary of the insurance policy which shall insure risk of loss of the Association and its Members or Owners. In the event of any loss, damage or destruction in the Common Area, the Association shall cause the improvements or property so lost, damage, or destroyed to be replaced, repaired or rebuilt as the case may be. In the event the cost of such replacement, repairs or rebuilding of improvements on the Common Area (i) exceeds the insurance proceeds available therefore, or (ii) no insurance proceeds are available therefore, the deficiency or full cost thereof, as the case may be shall be assessed to the Owners.

**Section 2. Public Liability.** The Association shall procure and keep in force public liability insurance in the name of the Association and the Owners against any liability for personal injury or property damage resulting from any occurrence in or about the Common Area, in an amount not less than One Million Dollars (\$1,000,000.00) for damage to property in one (1) accident or event.

**Section 3. Officer and Director Liability.** The Association shall have the power, but not the duty, to procure and keep in force officer and director liability insurance for the protection of the members of the Board of Directors and officers of the Association.

**Section 4. Proof of Insurance.** Copies of all such insurance policies (or certificates thereof showing the premium thereon to have been paid) shall be retained by the Association and open for inspection by Owners at any reasonable time. All such insurance policies shall (i) provide that they shall not be cancelled by the insurer without first giving at least thirty (30) days prior notice in writing to the Association, (ii) contain a waiver of subrogation by the insurer(s) against the Association, Board of Directors and Owners, and (iii) contain standard mortgagee clauses.

## **ARTICLE X** **TURNOVER**

**Section 1. Time of Turnover.** The Turnover of the Association by the Declarant shall occur at the time specified in Article III, Section 2 hereof.

**Section 2. Procedure of Calling Turnover Meeting.** No more than sixty (60) days and no less than thirty (30) days prior to the turnover meeting, the Association shall notify in writing all Members of the date of the turnover meeting and its purpose, which is the election of a new Board of Directors of the Association.

Section 3.     Procedure for Meeting. The procedure for the election and turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

Section 1.     Severability. Invalidation of any one of the covenants or restrictions of this Declaration by judgment or court order shall in no way affect the full force and effect of any other provision of this Declaration.

Section 2.     Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) 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 amended during the first twenty (20) year period by a seventy-five percent (75%) vote of the Members, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any such amendment must be recorded in the Public Records of Lake County, Florida.

Section 3.     Right of Association to Merge. The Association shall have the right to merge with any other homeowner's association. This right shall be exercised by recordation of an amendment to this Declaration among the Public Records of Lake County, Florida, which amendment shall further have attached to it a resolution of this Association and the homeowner's association with which a merger is to take place, and such resolution shall be certified by the corporate secretary thereof and shall state:

A.     That a meeting of the Association was held in accordance with their respective Bylaws; and

B.     That a two-thirds (2/3) vote of all classes of members of the Association approved the merger.

The foregoing certificates, when attached to the Amendment, shall be deemed sufficient to establish that the appropriate procedure was followed in connection with the merger.

Section 4.     Non-Waiver. No delay in enforcing these covenants and restrictions as to any breach or violation thereof shall impair, damage, or waive the right of the Association to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation or of any similar breach or violation thereof at a later time or times.

Section 5.     Enforcement. Failure of the Owner to comply with any restrictions, covenants, or rules and regulations provided herein or promulgated under authorized established rules and regulations pursuant hereto shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorneys' fees incurred in bringing such actions and, if necessary, costs and attorneys' fees for appellate review. The Association shall have the right to suspend voting rights

and use of Common Area for any Owner violating the covenants and restrictions provided herein or promulgated pursuant hereto for a period of time which is the longer of sixty (60) days or the term of continued violation. The Association and any Owner shall have the right to enforce the provisions of this Declaration. In addition, Lake County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Conservation Easement.

Section 6. Fines. In addition to all other remedies, in the sole discretion of the fining committee, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation contained herein or promulgated pursuant to this Declaration, providing the following procedures are adhered to. The fining committee shall be at least three (3) members of the Association appointed by the Board.

A. Notice: The Association shall notify the Owner of the infraction or infractions. Included in the Notice shall be the date and time of the next Board meeting at which time the Owner shall present reasons why a penalty or penalties should not be imposed.

B. Hearing: The noncompliance shall be presented to the fining committee after which time the fining committee shall hear reasons why a penalty or penalties should not be imposed. A written decision of the fining committee shall be submitted to the Owner by not later than twenty-one (21) days after the Board's meeting.

C. Penalties: The fining committee may impose special assessments against the Residential Unit or Lot owned by the Owner as follows:

1. First noncompliance or violation: a fine not in excess of One Hundred and No/100 Dollars (\$100.00).
2. Second noncompliance or violation: a fine not in excess of Five Hundred and No/100 Dollars (\$500.00).
3. Third subsequent noncompliance or violation or violations that are of continuing nature: a fine not in excess of One Thousand and No/100 Dollars (\$1,000.00) for each week of continued violation or noncompliance.

D. Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of penalties.

E. Collection of Penalties: Fines not paid within thirty (30) days after notice of the imposition or assessment of the penalties shall become subject to collection by the Association.

F. Application of Penalties: Fines shall be treated as assessment otherwise due to the Association, and as such will be a lien against the Owner's Lot.

G. Non-Exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

Section 7. Headings. The headings contained in this Declaration are for convenience only and shall have no significance in the interpretation of the body of this Declaration and shall be disregarded in construing the provisions of this Declaration.

Section 8. Declarant's Right to Assign. The Declarant reserves the right to assign the rights, powers, duties and obligations of the Declarant under this Declaration. Each assignee shall accept such assignment in writing and shall, from and after the date of such assignment, have the same rights and power of the Declarant under this Declaration and thereupon shall be liable for the performance of all of the duties and obligations of the Declarant under this Declaration. From and after such assignment, the Declarant shall be released from all duties, obligations and liabilities imposed upon or assumed by it under this Declaration.

Section 9. Gender. The use herein of the singular number includes the plural number and the use herein of any gender includes all genders. The use herein of the word "person" and "persons" include individuals, firms, associations, joint ventures, partnership, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.

Section 10. Governing Law. This Declaration shall be governed by and interpreted in accordance with the laws of the State of Florida.

Section 11. Joint Venture/Partnership. Nothing herein shall be deemed to create or constitute a partnership or joint venture between the Association and the Declarant or between the Association and the Owner or Owners of a Lot or between the Declarant and the Owner or Owners of a Lot.

## **ARTICLE XII**

### **MORTGAGEE PROTECTION**

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) The Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, By-Laws and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of obligations under this Declaration, the Articles of Incorporation or the By-Laws, which default is not cured within thirty (30) days after the

Association learns of such default, and (iv) receive notice of any substantial damages or loss to the Common Areas.

(b) Any holder, insurer or guarantor of a Mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (I) any condemnation or casualty loss affecting a material portion of the Common Areas, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Unless at least 2/3 of first Mortgagees (based upon one vote for each Mortgage owned), and the Members holding at least two-thirds (2/3rds) of the votes entitled to be cast by them, have given their prior written approval, neither the Association nor the Owners shall:

(1) By act or omission seek to sell or transfer the Common Areas and any improvements thereon which are owned by the Association (the granting of easements for utilities or for other such purposes consistent with the intended use of such property by the Association or the Declarant or the transfer of the Common Areas to another similar association of the Owners in accordance with the Articles of Incorporation of the Association or dedication of such property to the public shall not be deemed a transfer within the meaning of this clause);

(2) change the basic methods of determining the obligations, assessments, dues or other charges which may be levied against a Lot, except as provided herein with respect to future Lots;

(3) by act or omission, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of The Properties;

(4) fail to maintain fire and extended insurance on insurable portions of the Common Areas as provided herein; or

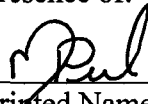
(5) use hazard insurance proceeds for losses to any Common Areas for other than the repair, replacement or reconstruction of the improvements.

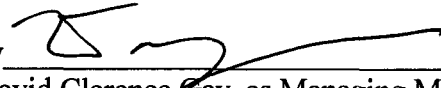
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IN WITNESS WHEREOF, the parties hereto, as the Declarant hereof, has caused this instrument to be executed on the day and year first above written.

"DECLARANT"  
GRASS ROOTS ESTATES, LLC.

Signed, sealed and delivered in the  
presence of:


  
Printed Name: Melanie A. Perl

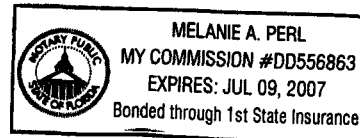
By   
David Clarence Gay, as Managing Member

  
Printed Name: Jamie Mahon

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2007, by DAVID CLARENCE GAY, as Managing Member of Grass Roots Estates, LLC, who is personally known to me.

  
Notary Public  
Printed Name: Melanie A. Perl  
My Commission Expires:



## LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTIONS 22 AND 23, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF AFORESAID SECTION 23, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 23 RUN S00°32'13"W A DISTANCE OF 585.88 FEET TO THE SOUTHWEST CORNER OF LOT 3A, GRASS ROOTS AIRPARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 53, PAGES 59 THROUGH 61, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID LOT 3A WITH THE FOLLOWING COURSES: S89°19'32"E A DISTANCE OF 287.12 FEET; THENCE N12°00'28"E A DISTANCE OF 184.87 FEET; THENCE S89°19'32"E A DISTANCE OF 362.40 FEET TO THE WEST LINE OF TRACT "C" OF AFORESAID PLAT OF GRASS ROOTS AIRPARK, ALSO BEING THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23; THENCE RUN S00°31'28"W ALONG THE WEST LINE OF AFORESAID TRACT "C" AND LOT 18 OF SAID GRASS ROOTS AIRPARK A DISTANCE OF 224.18 FEET TO THE SOUTHEAST CORNER OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23; THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 23 RUN N89°14'34"W A DISTANCE OF 862.75 FEET TO THE SOUTHWEST CORNER OF SECTION 23 (ALSO BEING THE SOUTHEAST CORNER OF SECTION 22); THENCE RUN N89°31'15"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 22 A DISTANCE OF 1301.95 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 33; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N20°28'39"W A DISTANCE OF 355.32 FEET TO SOUTH LINE OF LOT 9, BLOCK "C", SPARKY'S CAMP SUBDIVISION, ACCORDING TO THE REVISED PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGE 14, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF AFORESAID SPARKY'S CAMP SUBDIVISION WITH THE FOLLOWING COURSES: RUN S89°33'58"E A DISTANCE OF 380.15 FEET TO THE SOUTHEAST CORNER OF LOT 21, BLOCK "B"; THENCE RUN N00°31'18"E A DISTANCE OF 347.98 FEET TO THE NORTHEAST CORNER OF LOT 21, BLOCK "B"; THENCE S89°33'47"E A DISTANCE OF 407.34 FEET TO THE SOUTHEAST CORNER OF LOT 19, BLOCK "B"; THENCE N00°31'21"E A DISTANCE OF 659.29 FEET TO THE NORTHEAST CORNER OF LOT 13, BLOCK "B"; THENCE DEPARTING AFORESAID SUBDIVISION CONTINUE N00°31'21"E A DISTANCE OF 413.30 FEET TO THE APPARENT ORDINARY HIGH WATER LINE OF LAKE INDIGO; THENCE ALONG SAID APPARENT ORDINARY HIGH WATER LINE WITH THE FOLLOWING COURSES: N33°45'00"E, 112.00 FEET; THENCE N40°30'00"E, 83.00 FEET; THENCE N45°55'17"E, 112.90 FEET; THENCE N55°30'00"E, 108.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE RUN NORTHEASTERLY 89.27 FEET ALONG THE ARC THEREOF CURVE THROUGH A CENTRAL ANGLE OF 40°55'09", CHORD BEARING AND DISTANCE OF N75°57'34"E, 87.39 FEET TO THE POINT OF REVERSE CURVATURE; SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 80.00 FEET; THENCE RUN NORTHEASTERLY 108.37 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 77°36'54", CHORD BEARING AND DISTANCE OF N57°36'41"E, 100.27 FEET TO THE POINT OF TANGENCY; THENCE N18°48'14"E, 22.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 80.00 FEET; THENCE RUN NORTHEASTERLY 78.23 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 49°48'07", CHORD BEARING AND DISTANCE OF N43°42'17"E, 75.79 FEET; THENCE N68°36'21"E, 8.95 FEET TO A POINT ON THE EAST LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 3329, PAGE 180, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE RUN S00°32'13"W, 148 FEET, MORE OR LESS, TO A POINT THAT BEARS N89°19'32"W OF THE POINT OF BEGINNING; THENCE S89°19'32"E, 142.13 FEET TO THE POINT OF BEGINNING.

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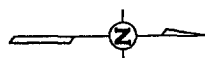
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**SHEET 2 OF 3**

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6	CA	CONCRETE CULVERT	5	MASS POINT
7	CA	CONCRETE CULVERT	6	POINT OF CURVATURE
8	LA	LOCATED EMBANKMENT	7	POINT OF TANGENCY
9	LA	LOCATED EMBANKMENT	8	REFERENCE TO LINE TABLE
10	PC	POINT OF INTERSECTION	9	REFERENCE TO LINE TABLE
11	PC	POINT OF INTERSECTION	10	REFERENCE TO STAKE PLATE CORRESPOND
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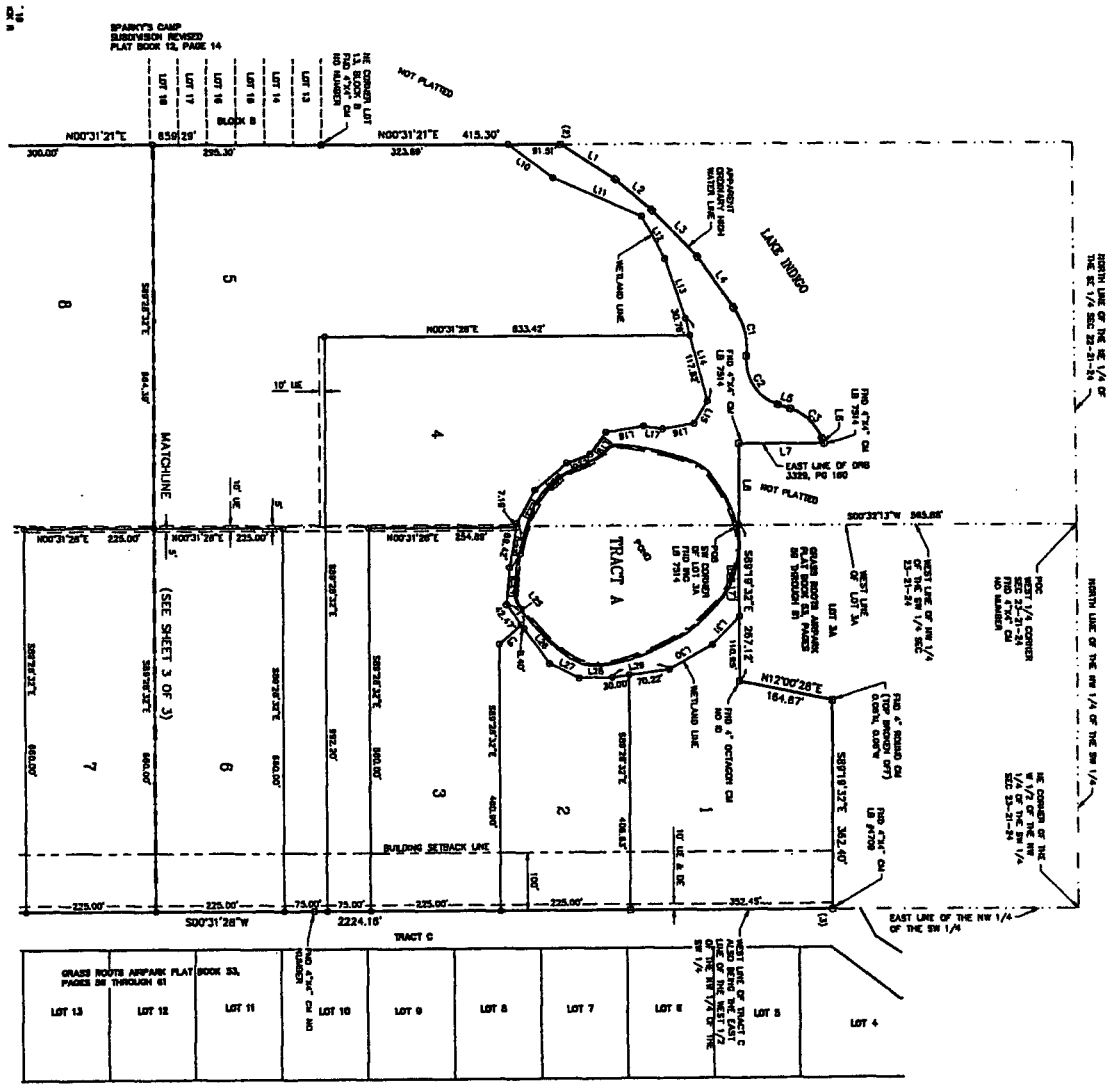
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Page 2

# GRASS ROOTS ESTATES

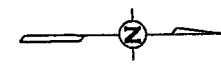
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SHEET 3 OF 3



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DAVIDSON
SEMI-MAJOR AXIS: 6378137.0
FLATTENING: 1/298.254
EASTING: 1000000.0
NORTHING: 1000000.0
UNIT: METERS

**LEGEND**

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