

DEC 6900
TF 900DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS OF
CROSS TIE RANCH

THIS DECLARATION is made this 9th day of NOVEMBER, 1993, by CROSS-TIE RANCH LIMITED PARTNERSHIP, a Delaware Limited Partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the sole owner of that certain parcel of real property (the "Property") situated in Lake County, Florida, known as "Cross Tie Ranch" described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to impose a common plan of development on said real property and any Additional Property which may be submitted later by Supplemental Declaration pursuant to the terms hereof, for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof.

NOW THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "A" attached hereto and incorporated herein by reference shall be held, sold, and conveyed subject to the following easements, conditions, covenants, and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding upon all parties having any right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns; and which shall inure to the benefit of the Association and each Owner thereof, as said terms are hereinafter more particularly defined.

Declarant shall have the right, but not the obligation, for a period of thirty (30) years after the date hereof, from time to time and within its sole discretion, to annex Additional Property for the purpose of adding additional Common Areas, Lots, or other property to the development, to be subject to the provisions of this Declaration, as same may be amended from time to time.

All references to the "Declaration" or the "Declaration of Covenants, Conditions, Restrictions and Easements of Cross Tie Ranch" now or hereafter made in other instruments of Public Records of Lake County, Florida, or in the Articles of Incorporation, Bylaws, and other corporate documents and papers of Cross Tie Ranch Homeowners' Association, Inc., a Florida corporation not-for-profit, shall mean and refer to this Declaration as herein set forth, and any amendments hereto.

ARTICLE I

Definitions

Section 1. "Architectural Review Committee" means that certain permanent committee appointed by the Board of Directors of the Association created for the purpose of establishing and enforcing criteria for the construction and maintenance of improvements upon the Lots and the Property.

Section 2. "Additional Property" means any additional real property which is subjected to the terms and provisions of this Declaration by Supplemental Declaration, and which shall then be included in the term "Property" as defined herein.

Section 3. "Association" means Cross Tie Ranch Homeowners' Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 4. "Board" or "Board of Directors" means the governing body of the Association as appointed by the Declarant or elected pursuant to the bylaws of the Association.

Section 5. "Common Area" or "Common Areas" means all real and personal property now or hereafter intended and used for the common use, enjoyment and benefit of the Owners and their families, guests, tenants and invitees, which real or personal property will ultimately be owned by the Association, or be dedicated to the Association and/or the Owners on any plat of the Property or any portion thereof, or be dedicated or transferred to the Association by any instrument of transfer. The Common Areas to be owned and maintained by the Association shall be designated by the Declarant and shall include any Recreation area shown on any plat along with any recreational facilities located thereon, drainage retention areas and facilities, pedestrian, horse and bicycle paths, tennis courts, guardhouse, mail center, common stables, landscaped entrance areas and any easements owned or leased for the benefit of the Owners and designated as Common Area by Declarant.

Section 6. "Declarant" means Cross Tie Ranch Limited Partnership, and where the context requires or permits, shall include successor developers, if such successor developers shall acquire more than one (1) undeveloped Lot from the Declarant for the purpose of development and such successor developer is designated in a recorded assignment of development rights. The term "Declarant" may, as the context requires, refer collectively to more than one entity or person serving in a developer or successor developer capacity at any given time.

Section 7. "Lot" means any plot of land shown upon any recorded subdivision map or plat of the Property, together with all improvements thereon, with the exception of the Common Area.

Section 8. "Master Plan" means Declarant's conceptual plan for the overall development of Cross Tie Ranch, as incorporated in the Ordinance of the Planned Unit Development, as such may be amended from time to time.

Section 9. "Member" means those persons entitled to membership in the Association as provided in this Declaration and the Articles and Bylaws of the Association. Where there are multiple Owners of any one Lot, each of such Owners shall be a Member of the Association.

Section 10. "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the Properties, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

Section 11. "Person" means any natural person or artificial legal entity.

Section 12. "Planned Unit Development" means the Planned Unit Development ("PUD") Ordinance for Cross Tie Ranch adopted by the Board of County Commissioners of Lake County, Florida, as same may be amended from time to time.

Section 13. "Property" or "Properties" means that certain parcel of real property described in Exhibit "A" attached hereto and incorporated herein by reference, together with such additions thereto as may hereafter be brought within the jurisdiction of the Association or added by Supplemental Declaration to this Declaration.

Section 14. "Recorded" means filed for record in the Public Records of Lake County, Florida.

Section 15. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Section 16. "Supplemental Declaration" means an instrument executed and recorded by Declarant for the purpose of subjecting Additional Property to the Declaration, which may modify or extend the provisions of the Declaration with respect to such Additional Property.

Section 17. "Turnover" means the time when control of the

Association is transferred from Declarant to the Owners, as provided herein.

ARTICLE II

Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive 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) The right of the Association to levy annual and special assessments and other fees for the construction, beautification, and maintenance of the Common Area.

(b) The right of the Association to suspend the voting rights of an Owner and the rights of an Owner to use the Common Area for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Notwithstanding anything contained herein to the contrary, assessments shall continue during any suspension period.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. Any such dedication or transfer must be approved by a majority of each class of members. No such dedication or transfer shall be effective unless an instrument evidencing such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and any facilities thereon to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside upon such Owner's Lot. Such delegation shall not abrogate the duty of any Owner to pay assessments as provided in Article IV, nor relieve such Owner of the responsibility and liability for the actions of such delegates.

Section 3. Stables and Related Facilities. The stables and related facilities located upon the common area shall be available for use by Owners and/or their tenants, however, any such use shall be subject to and in accordance with any user fees or charges as established and determined by the Association to pay for the operation, maintenance, and repair of the facilities. Payment of the assessments described in Article IV shall not entitle a Lot Owner to use of the stables and related facilities. The Association may establish reasonable rules and regulations regarding the use of said facilities.

Section 4. Use of Common Area. No Owner may plant or garden, nor erect fences, hedges, walls or other improvements upon the Common Area without the approval of the Association.

Section 5. Rules and Regulations. The Association shall have the right to establish and promulgate reasonable rules and regulations regarding use of the Common Areas and any of the Common property or facilities located thereon.

ARTICLE III

Membership and Voting Rights

Section 1. Membership. Declarant and every Owner of a Lot which is subject to assessment shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an Owner who is a contract seller to his vendee in possession.

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

(a) Class A. Class A members shall be all Owners and shall be entitled to one (1) vote for each Lot owned; provided however, so long as there is Class B membership, Declarant shall not be a Class A member. 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 among themselves determine; but in no event shall more than one (1) vote be cast with respect to any Lot. There shall be no split vote.

(b) Class B. The Class B members shall be the Declarant (including successor developers) and shall be entitled to three (3) votes for each platted Lot owned, and one (1) vote for each single family unit owned and approved for Cross Tie Ranch in accordance with the Master Plan, which has not then been developed or platted. The Class B membership shall cease and be converted to Class A membership at Turnover, after which the Declarant shall be an Owner as said term is defined herein.

Section 3. Turnover. The Declarant shall turn over control of the Association to the other Owners and the Class B membership shall be terminated, and shall convert to Class A membership, upon

the earlier of the happening of the following events: (1) at Declarant's election; or (2) when Declarant (including successor developers) in the ordinary course of business has conveyed title to ninety-five percent (95%) of the Lots approved for Cross Tie Ranch in accordance with the Master Plan or PUD and which are subject to or which will be subjected to the control of the Association upon platting.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any annual and special assessments from time to time remaining unpaid, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made, as provided in this Article. 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property and for the improvement and maintenance of the Common Area and to provide services which the Association is authorized or required to provide including, but no limited to, the payment of taxes and insurance on the Common Area, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest, and any other charges connected with loans made to or assumed by the Association to perform its authorized or required functions.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by the Declarant, the maximum annual assessment shall be Two Hundred Eighty-eight and No/100 Dollars (\$288.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot by the Declarant the

maximum annual assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by the Declarant, the maximum annual assessment may be increased above ten percent (10%) by a vote of a majority of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be determined by the Board of Directors and shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Board of Directors.

Section 7. Declarant's Assessment. Notwithstanding the foregoing requirement of uniformity or any other provision of this Declaration or Association's Articles of Incorporation or Bylaws to the contrary, there shall be no specified annual assessment against any Lot in which the Declarant owns any interest and is offered for sale by the Declarant. Even though there is no specified assessment, the Declarant shall be responsible, both morally and financially, for the upkeep and maintenance of those Lots that are

owned and offered for sale by the Declarant. Notwithstanding the foregoing, any Lot from which Declarant derives any rental income shall be assessed at the same amount as is hereinabove established for Lots owned by Class A members of the Association, prorated as of the commencement of the rental term.

Section 8. Date of Commencement of Annual Assessments. The annual assessments as provided for herein shall commence and be payable upon conveyance of each Lot to an Owner other than Declarant, prorated for the balance of the calendar year. Subsequent annual assessments shall be levied on a calendar year basis and shall be payable in advance. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of assessments shall be sent to every Owner subject thereto. The assessments shall be paid monthly in advance in equal installments, or at such other times as the Association shall determine. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer 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 assessments 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 thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in any manner authorized by law. In either event, the non-paying owner shall pay for the cost of bringing this suit, including reasonable attorney's fees therefor. The Owner shall also be required to pay any assessments against the Lot which became due during the period of such suit or foreclosure. The Association shall have the right and power to bid at any foreclosure sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. 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. The lien for unpaid assessments shall attach to the respective Lot(s) only from the time of recording a notice of the same in the Public Records of Lake County, Florida, setting forth the Lot(s) owner(s), amount and assessment due date. Such notice shall be executed and acknowledged by a duly authorized officer, agent, or attorney of the Association. Unless such notice is recorded or Lis Pendens filed within one (1) year from recording of such notice, the lien shall lapse and be of no further force and effect whatsoever and the Lot(s) shall be exonerated from such charge and lien as reflected in the notice. However, the personal obligation shall remain and unless the Lot(s) have been conveyed to a new Owner, the lien will again become a charge against the Lot(s) upon the recording of a new notice. Any lien established hereunder

shall be foreclosed in the same manner as a mortgage.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to foreclosure. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

Architectural Control

Section 1. Architectural Control. No building, landscaping, fence, wall, exterior antenna, satellite dish or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until two sets of plans and specifications showing the nature, kind, shape, height, materials, and location of the same along with two sets of a landscape plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Architectural Review Committee which shall be appointed by the Board of Directors of the Association. One set of plans shall become the property of the Association and the other set shall be returned to the Owner, with appropriate signatures, if approved. Approval of such improvements shall not be unreasonably withheld. In the event said Architectural Review Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with. The Architectural Review Committee in its sole discretion may, by written instructions, grant any variation or modification to these Covenants, Conditions and Restrictions and a written approval by the Architectural Review Committee of such variation or modification shall be binding on all Owners. Neither the Architectural Committee, the Board of Directors, the Association or the Declarant shall be responsible or liable for any loss or damage arising from the approval or disapproval of any plans or designs nor the loss or damage arising from construction errors or non-compliance with any zoning, building or land use law, ordinance or regulation.

ARTICLE VI

Exterior Maintenance

Section 1. Maintenance of Lot and Premises. Each Lot Owner shall be responsible for the maintenance and repair of his Lot and

premises, including the grounds and any improvements located upon the Lot. Owners shall keep lawns mowed, shrubs and bushes trimmed and all buildings and other exterior improvements in good condition and repair. In the event an Owner of any Lot in the Property shall fail to maintain the Lot and the premises and the improvements situate thereon in a reasonably satisfactory manner, and after a thirty (30) day notice by the Board of Directors to the Lot owner of the maintenance deficiencies and upon the approval of a majority vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel, to repair, maintain, and restore the Lot and the exterior buildings and any other improvements erected thereon. The entry upon such Lot for such purposes shall not constitute a trespass. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

General Restrictions

Section 1. Use Restrictions. No Lot shall be used except for residential purposes, except that real estate brokers, owners and their agents may show dwellings for sale or lease. Nothing shall be done on any Lot which may become a nuisance or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that the Declarant, its agents or designated assigns has the right to (i) use the Lots and houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain furnished model homes on the Lots which are open for public inspection, seven days per week for such hours as are deemed necessary.

Section 2. Dwelling Size and Building Restrictions.

(a) Dwelling Size. No single family residence shall be constructed on a lot with a living area which is less than the minimum square footage designated below:

<u>Minimum lot size</u>	<u>Minimum square footage</u>
1 acre	1,800 square feet
2 acres	2,000 square feet
4 acres	2,250 square feet

The floor space within the garage, a breezeway, a porch or an unfinished storage or utility room shall not be included within the living area for the purpose of determining the minimum allowable square footage. No building shall exceed 30 feet in height.

(b) Zoning Regulations. The construction of all dwellings and accessory structures erected on the Property must fully comply with all building and zoning regulations pertinent thereto in the

Code of Ordinances of Lake County.

(c) Setbacks. The construction of all dwellings and accessory structures shall be set back from the boundary lines of all Lots in accordance with the following requirements:

<u>Minimum Lot Size</u>	<u>Location Next to</u>	<u>Side Yard</u>			
		<u>Front</u>	<u>Rear</u>	<u>Interior</u>	<u>Street</u>
1 Acre	Common Area	70'	50'	15'	35'
1 Acre	Not on Common Area	70'	35'	20'	35'
2 Acre	Common Area	80'	50'	35'	50'
2 Acre	Not on Common Area	80'	50'	35'	50'
4 Acre	State Road 44	100'	120'	35'	50'
4 Acre	Not on S.R. 44	100'	50'	35'	50'

(d) Improvements. Construction of any structure shall be completed within twelve (12) months from commencement of the construction. As to all Lots, residences shall have finished walls, ceiling and floor, and shall be insulated and centrally heated. An air-conditioning system is optional; provided, however, that if this option is exercised, said air-conditioning shall be by a central system.

(e) Roof. Roof slope shall not be less than 5/12 pitch on any dwelling and not less than 4/12 pitch on any accessory building. Roof covering material shall be a long life, architectural style asphalt shingle or tile type roofing material.

(f) Building Materials and Exterior Finishes. Exterior surfaces and finishes of buildings and structures shall be long life residential style finishes and shall consist only of finished materials including, but not limited to painted stucco, brick, concrete block, wood, glass, stone, painted siding, or vinyl materials, or combinations thereof. No color shall be applied to any exterior of any structure that is not in keeping with locally accepted customs in quality residential developments. No building shall be erected of second-hand materials (reclaimed brick excluded), nor shall any old building or portion thereof be moved to or placed on any Lot.

(g) Well. Each dwelling upon a Lot shall be serviced by a potable water well with a minimum submersible motor size of 2 Horsepower and shall be capable of delivering a minimum of 60 gallons per minute. The well shall be installed by the Owner of the Lot.

(h) Septic Tank. Each dwelling upon a Lot shall be serviced by one or more approved septic tank and drainfield system(s) for treating the dwelling's wastewater. The septic tank system(s) shall be installed by the Lot owner. No privy vault or outhouse shall be used on any Lot except during construction.

(i) Fire Sprinklers. Every dwelling, including attached accessory structures, shall be constructed with residential grade (NFPA-13D) fire sprinkler systems. All work shall be performed by a qualified, licensed fire sprinkler contractor and shall conform to all applicable codes.

Section 3. Garages. All garages shall be enclosed and shall be side or rear entry design only.

Section 4. Stables. All stables or horse stalls which are permitted to be constructed upon any Lot shall be enclosed and shall be constructed to house not more than three (3) horses. Stables shall be permitted only on lots having a Lot size of four (4) acres or more. Any permitted stables shall be constructed behind the respective dwelling and shall be a minimum of 75 feet from any property line. No stable located upon any Lot shall be constructed prior to commencement of construction of the dwelling. Stables which may be constructed upon any Lot or Common Areas shall be as permitted by zoning laws or county ordinances.

Section 5. Temporary Structures. No structure of a temporary character, including any mobile home, trailer, outbuilding, tent, shack or garage or other such building shall be placed upon the Properties or Additional Property at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor of Declarant, his successors or assigns, during construction and, further, that temporary shelters may not, at any time, be used as residences or permitted to remain on the Properties after completion of construction.

Section 6. Animals. No animals, except for horses and a reasonable number of household pets, as may be established by the Association, shall be kept on the Lots or on the Properties. Dogs shall not be allowed off the premises of Owner's Lot except on a leash. Horses, not to exceed three (3) in number may be kept on Lots of four (4) acres or more. Owners of Lots of less than four (4) acres may make use of the stables located in the Common Area subject to the rules, regulations and fees related thereto. Horses may be restricted to designated areas. In no event shall any pets be kept, bred or maintained for any commercial purposes.

Section 7. Condition of Building and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on his Lot which shall tend to decrease the beauty of the community as a whole or the specific area. This restriction shall apply before, during and after construction. Owners shall keep all structures painted and in a state of good repair so as to present an attractive appearance.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any Lot except one identification sign of not

more than one (1) square foot in size or one temporary real estate sign of not more than six (6) square feet in area. All signs shall conform to the regulations pertaining thereto in the Code or Ordinances of Lake County.

Section 9. Service Yard. All garbage and refuse originating or accumulating on any Lot shall be kept in proper containers, hidden from view, and regularly disposed of in accordance with health regulations or regulations adopted by the Association. All exterior pumps, motors, air-conditioning compressors, storage tanks, fuel tanks or similar storage receptacles and other mechanical features shall be screened from view by either decorative landscaping or a structural enclosure of appropriate height.

Section 10. Easements. The easements for installation and maintenance of utilities and drainage facilities and for the Common Areas are reserved as shown in the Public Records of Lake County. Within these easements no structure, fence, or other material shall be placed or permitted to remain, except those improvements placed within the easements by action of the Association, which may include, but are not limited to horse paths or trails, bikeways, playing fields, riding fields, sidewalks, fences, or other such improvements. Notwithstanding the foregoing sentence, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through the drainage channels in the easement or which may interfere with the Association facilities. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible or those Common Areas to be maintained by the Association. Easements shall include the right to reasonable access over the Lots for the purpose of maintenance and/or repairs.

Section 11. Offensive Activity. No noxious or offensive activity shall be carried on or upon the Properties or nor shall anything be done thereon tending to cause unreasonable embarrassment, discomfort, annoyance or nuisance to the community. Exterior clothes lines shall be placed where they are not exposed to view from the street. There shall not be maintained any plants, animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other Owners of property in the neighborhood.

Section 12. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Declarant shall have the right to enter upon any residential Lot on which a

residence has not been constructed, after thirty (30) days notice to the Lot Owner by the Association and the failure of the Lot Owner to reply. Such entry may be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other growth. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot 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 Declarant to mow, clear, cut or prune any Lot nor to provide garbage or trash removal service.

Section 13. Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Section 14. Vehicles and Trailers. No house trailers, mobile homes, trucks or commercial vehicles (other than light pick-up, utility van trucks, and horse trailers not exceeding one (1) ton capacity), shall be placed on any Lot or street at any time, either temporarily or permanently, except in an enclosed structure or garage. Currently licensed horse trailers, boat trailers, campers, travel trailers, motor homes, recreational vehicles and boats in good operable condition may be parked to the rear of the rear building line of the residence of each Lot. This provision shall not apply to any temporary construction trailer owned by a builder placed upon the Lot for the purpose of a temporary facility during the course of construction.

Section 15. Protection of Gopher Tortoises. The Declarant may, pursuant to the PUD and rules and regulations of the Florida Game and Fresh Water Fish Commission, designate certain portions of the Common Areas as gopher tortoise reserves, for purposes of protection of the gopher tortoise species. No person shall harm, harass, or disturb gopher tortoises or their burrows. No person shall take, possess, transport, or sell any of the gopher tortoise species or their nests or eggs except as authorized by the Florida Game and Fresh Water Fish Commission rules and regulations and/or permit. The term "take" shall include the entombment or killing of gopher tortoises as a result of bulldozing, grading, paving or building construction. Any such taking shall require a permit. The Association shall be required to maintain the gopher tortoise reserve, as required by law.

Section 16. Other Restrictions. The Architectural Review Committee shall have the authority, from time to time, to promulgate other reasonable restrictions regarding such matters as prohibitions against window air-conditioning units, for-sale signs, mailboxes, temporary structures, fences, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, games and play structures, swimming pools, sight distance at intersections, utility connections, television antennae, driveway construction, and such other reasonable restrictions as it shall deem appropriate; provided, however, that such additional restrictions shall not be in conflict with other restrictions and easements provided in this Declaration. The foregoing matters are shown by way of illustration and shall not be deemed to limit in any way the authority of the Architectural Review Committee to promulgate and enforce such reasonable restrictions. Once the Architectural Review Committee promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Architectural Review Committee modifies, changes or promulgates new restrictions or the Board of Directors of the Association modifies or changes restrictions set forth by the Architectural Review Committee.

ARTICLE VIII

General Provisions

Section 1. Enforcement. The Declarant, the Association, or any Owner shall have the right to enforce by judicial proceedings, all rules, regulations, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association or 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.

Section 2. Enforcement by St. John's River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 3. Severability. Invalidity of any one of these covenants or restrictions, or portions thereof, by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Restrictions Run With Land. The provisions, covenants, conditions, restrictions, and easements of this Declaration shall run with the land and bind the Property for a term of forty (40) years from the date they are recorded, after which time, they shall be automatically extended for successive

periods of ten (10) years each, unless an instrument signed by eighty percent (80%) of the Owners and certified by the Officers of the Association shall be recorded indicating that the Declaration is terminated.

Section 5. Amendment. Prior to turnover, this Declaration may be amended by the Declarant, from time to time, in its sole discretion, provided such amendments shall not be inconsistent with the general scheme of development, as same has been established by the Declarant. After Turnover this Declaration may be amended by an affirmative vote in favor thereof by the Owners of at least two-thirds of the Lots upon which these restrictions are imposed. Any amendment must be properly recorded in the Public Records of Lake County, Florida to be effective.

Section 6. Amendment Altering Surface and Stormwater Management System. Any amendment to this Declaration of Covenants, Conditions, Restrictions, and Easements of Cross Tie Ranch which would alter the surface water or 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 St. Johns River Water Management District.

Section 7. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". This Declaration shall be construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal on the date and year as previously set forth herein.

Witnesses:

Wendy L. Murphy
Witness Signature

Wendy L. Murphy
Printed Witness Name

Alan Verson
Witness Signature

Alan Verson
Printed Witness Name

CROSS-TIE RANCH LIMITED
PARTNERSHIP, a Delaware
Limited Partnership

BY: Herbert Mayer, Jr.
Herbert Mayer, Jr., President
of Sun Sound Audio, Inc., a
Massachusetts corporation, as
General Partner

STATE OF MASSACHUSETTS
COUNTY OF HAMPSHIRE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and to take acknowledgments, personally appeared HERBERT MAYER, JR., as President of Sun Sound Audio, Inc., a Massachusetts corporation, as General Partner of CROSS-TIE RANCH Limited Partnership, a Delaware Limited Partnership, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same. (Check one:) (☒) Said person is personally known to me. (☐) Said person provided the following type of identification: _____.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of NOVEMBER, 1993.

[Notary Rubber Stamp Seal]

Wendy L. Murphy
Notary Signature

Wendy L. Murphy
Printed Notary Signature

My commission expires: 9/26/97

2 THIS INSTRUMENT PREPARED BY:
Patricia R. Mueller
Cummins, Mueller & Judson, P.A.
Post Office Box 491656
Leesburg, Florida 34749-1656