

**DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
VISTA GRANDE, A RESIDENTIAL COMMUNITY**

KNOW ALL MEN BY THESE PRESENTS: That Declarant, Ladd Development, Inc., organized and existing under the laws of the State of Florida, the owner of certain real property located in Lake County, Florida, described on the attached Exhibit "A" (which is hereinafter referred to as "The Property") hereby declares that all of the property shall be held, sold and conveyed subject to the covenants, conditions, easements and restrictions which are set forth herein and which are intended to protect the value and desirability of the property.

The covenants, conditions, easements, and restrictions are hereby declared to run with the Property and to be binding upon the Property and upon all parties, owners, their heirs, personal representatives, successors and assigns, having any right, title or interest in the Property or any part thereof. The provisions hereof shall inure to the benefit of and be binding upon each owner of any part of the Property.

**ARTICLE I. DEFINITIONS**

When used in this Declaration, the following words and terms shall have the meanings indicated opposite each word or term.

1.1 "Association" shall mean and refer to Vista Grande Homeowners Association, its successors and assigns.

1.2 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.3 "Common Area" shall mean and refer to those areas of land designated as "Tracts" on the recorded subdivision map of Vista Grande intended for the common use and enjoyment of the Owners of the lots within Vista Grande. The term shall also include any tangible personal property, real property and easements acquired, owned or leased for the benefit of the owners if such property is designated as Common Area. Subject to fee schedules and operating rules promulgated by the Developer or by the Association, the Common Areas are intended for the common use, enjoyment and benefit of the lot owners and their families, guests, tenants and invitees. The common area cannot be mortgaged or conveyed without the consent of at least 2/3 of the lot owners (excluding the developer).

1.4 "Declarant" or "Developer" shall mean and refer to Ladd Development, Inc., its successors and assigns.

1.5 "Property" shall mean and refer to all of the real property within Vista Grande as that property is described and shown on the plat recorded in plat book 58, pages 17 thru 19 and plat book 58, pages 20 thru 22, public records of Lake County, Florida.

1.6 "Lot" shall mean and refer to the subdivided portions of the Property as shown on the plat or map of Vista Grande which are improved or to be improved with single family conventional homes and which are subject to private fee simple ownership.

1.7 "Member" shall mean and refer to each of the members of the Association. Where there are multiple owners of any one lot, each of the owners shall be a member of the Association.

1.8 "Owner" or "Lot Owner" shall mean and refer to the record owner of an interest in one or more of the lots, but excluding parties having an interest merely as security for the performance of an obligation.

1.9 "Project" shall mean and refer to the Property and Declarant's land being developed.

*R: Deb Marchese Public Works*

1.10 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.

## ARTICLE II. PROPERTY RIGHTS

2.1 Lots: Each lot within the property shall be subject to fee simple ownership. It is the intent of Declarant that each lot will be improved with one single family conventional dwelling which shall include a garage adequate to house two standard automobiles. Only one dwelling may be placed on any one lot. Lots may not be further subdivided. No lot may be used for ingress and egress to contiguous parcels of property without the prior written consent of Declarant.

2.1.1 Declarant intends that Vista Grande will be improved with quality built conventional homes. Declarant has designated an overall scheme of development which regulates the height, size and quality of the dwelling. Declarant will effectuate its overall scheme of development by requiring that any proposed improvements to a lot within Vista Grande be approved by the Architectural Review Committee.

2.1.2 The Architectural Review Committee shall be responsible for reviewing and approving all proposed improvements for reviewing and approving all proposed improvements to the lots including but not limited to approval of the size, type, quality, design and style of the dwellings or any outbuildings or structures, approval of the location of the dwellings or any outbuildings or structures, approval of the location and type of landscaping and approval of any additions to the dwellings, any outbuildings, structures or the lot, it being the intent of the developer that an owner will not at any time improve the lot or alter or modify the home or the other lot improvements located thereon without the prior written consent of the Architectural Review Committee. All homes shall have a minimum of 1690 square feet exclusive of garages, porches and covered entry ways. Additionally, all roof pitches shall be 5:12 or steeper and all roof shingles shall be of architectural grade. The setbacks for buildings on all lots must meet Lake County land development regulations.

All exterior wall surfaces on the front, sides and rear of all dwellings shall either be brick, stucco, wood or stone. All painting and staining are subject to approval by the Architectural Control Committee.

2.1.3 Maintenance of the lot and the improvements to the lot shall be the responsibility of the lot owner. Lot owners must keep all lawns mowed and shrubs and bushes trimmed.

Should an owner fail to maintain the lot and improvements thereon in a clean and neat fashion, then the association shall notify the owner of any deficiency in the maintenance of his lot by written notice mailed at the last address listed on the association's records. If the deficiency is not cured within twenty (20) days after the notice is mailed, then the association shall have the right, through its agents and employees, to enter upon the owner's lot and to clean, repair, maintain and restore the lot and the exterior of the home and other improvements located thereon. The cost of such maintenance shall be the responsibility of the owner.

2.1.4 In the event of damage or destruction of any exterior wall, roof, eve, or other exterior surface, the owner therefore shall at his own expense, immediately after the damage or as soon thereafter as is practicable, repair the damage or cause it to be repaired. If the owner fails to repair the damage within a reasonable period of time then the association shall have the right, after notice to the owner, to repair the damage or cause it to be repaired in accordance with paragraph 3.1.3 herein above. Provided, however, that if the damage is so extensive that repair is impractical, then the owner will be required to clear the lot of debris in a timely manner. Should the owner fail to clear his lot, then the association may proceed as herein above described, after notice to the owner.

2.2 Easements. Easements are expressly provided for and reserved in favor of the owners and occupants of the lots as follows:

2.2.1 Drainage and Utility Easements. Easements are granted by the owners across property lines as may be required for installation, maintenance and service of utilities including but not limited to electrical, gas, sewer, water, cable television and telephone equipment and for drainage and water retention purposes. These easements are shown on the plat of the property, or are reserved in the deed of conveyance from Declarant. Declarant reserves for itself and for the association, the right to convey non-exclusive interests in and to all easements to both public and private agencies or entities who make use of the easements consistent with the purposes for which they are reserved. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

2.2.2 Declarant. Easements and rights of way in favor of Declarant are reserved for construction, installation and maintenance of utilities including but not limited to electrical, gas, sewer, water, cable television, telephone equipment and the like, which are necessary or desirable for public health, safety and welfare and which may serve the inhabitants of the property. Neither the owners nor the association shall in any way interfere with the completion and the sale of the remaining lots.

2.2.3 Ingress and Egress. An easement shall exist for pedestrian traffic over, upon, through and across sidewalks, paths, walks and other portions of the common areas and lots as may from time to time be intended, designated and paved for such purpose and use; and for such vehicular and pedestrian traffic, over, through, across such portions of the common areas as may from time to time be paved and intended for such purposes; and such easements shall be for the use and benefit of the owners, the Declarant, and all those claiming by, through, or under the aforesaid provided, however, that nothing herein shall be construed to give or create in any person the right to park upon any portion of the property except to the extent that space may be specifically designated for parking purposes. The streets shown on the plat have been dedicated by Declarant to Lake County. Declarant specifically prohibits any lot owner from granting any easements of ingress and egress over, upon and across any lot for the purpose of granting access to property which is contiguous to the property.

2.2.4 Common Area. The subdivision plan of Vista Grande includes certain water retention areas which are hereby dedicated to the homeowners' association for the benefit, use and enjoyment of the lot owners and their guests. Ownership of a lot within the property shall not entitle a lot owner to come upon any of the common area which is not intended for public purposes. Every owner shall have a permit and right of enjoyment in and to the common area. Title to the common area shall be conveyed by Declarant to the association at the time Declarant turns over control of the homeowners' association to the lot owners.

### ARTICLE III. COVENANT FOR MAINTENANCE ASSESSMENTS

3.1 Levy of Maintenance Assessments. Declarant has designed and planned the construction of common areas for the benefit of the lot owners. These services and facilities will be operated and maintained by the association. The cost of maintaining the facilities and common area will be paid by the lot owners. Such payment will be collected in the form of maintenance assessments.

3.2 Creation of Lien and Personal Obligation. Each owner of any lot by acceptance of a deed or other instrument of conveyance therefore, is deemed to covenant and agree to all the provisions, covenants, conditions, easements, and restrictions of this declaration and to promptly pay

- (a) all annual assessments or charges; and
- (b) any special assessments.

The annual and special assessments, together with interest, costs of collection and reasonable attorneys' fees shall be a charge on and a continuing lien on the lot against which the assessment is made. Each such

assessment together with interest, costs of collection, and reasonable attorneys' fees shall also be the personal obligation of each person or entity who was an owner of the lot at the time the assessment first became due and payable.

3.3 Purpose of Assessments. The assessments shall be used to support services available to lot owners of Vista Grande, including but not limited to maintenance of common lighting, the payment of taxes and governmental assessments on the common areas, the maintenance of all the common areas, the repair, replacement, and purchase of additions to the common area, and the payment of the costs to obtain labor, services, equipment, materials, management, and the necessary supervision therefore, the assessments may be used to establish a reserve account for the periodic maintenance, repair and replacement of improvements to the common area. The assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements. The funds shall be reflected in the annual operating budget and designated "reserve fund." The assessments for subsequent years shall not be limited by the amount of assessments set in earlier years. In no event shall the assessments and any other revenues exceed expenses and reasonable reserves.

3.4 Property Exempt from Dues and Assessment:

(a) The Association shall not levy any assessment against the Developer, nor shall the Association levy an assessment against any lot owned by the Developer.

(b) The Developer may, in its sole and absolute discretion, so long as the Developer is the owner of lot or lots, grant an exemption from assessment in favor of any other lot owner or owners [herein the "Exempt Owners"]. The Developer shall furnish the Association the name, address, and lot number(s) of each Exempt Owner. The Association shall not levy any assessment against an Exempt Owner, nor shall the Association levy an assessment against any lot or lots owned by any Exempt Owner.

(c) The exemption in Paragraph (b) above shall inure to the exclusive benefit of the Exempt Owner and lot or lots owned by the Exempt Owner. Except as expressly provided herein, no lot or lots shall be exempt from assessments unless, on the date of assessment, the lot or lots are owned by an Exempt Owner. Lot or lots owned by grantees, transferees, successors, and/or assignees of Exempt Owners shall not be exempt from assessments. The Association may levy assessments against such grantees, transferees, successors, and assigns.

(d) The Developer and Exempt Owners shall be exempt from levy and payment of all Association dues.

(e) Notwithstanding any other provision in Paragraph 3.4 to the contrary, the Developer may, in its sole and absolute discretion, charge and collect from each Exempt Owner a prorated share of Developer's out-of-pocket costs to maintain the Property, including maintenance of the Common Areas. Costs shall include, but are not limited to, lawn, shrub and tree care, electric bill for street lights, and liability insurance and property taxes on Common Areas. By accepting a deed to a lot, the Exempt Owner agrees to pay a prorata share of Developer's costs and expenses. Developer shall periodically furnish Exempt Owner an itemized statement [the "Expense Statement"] of costs and expenses. The Exempt Owner shall pay the Expense Statement within 15 days of receipt. Costs and expenses shall be prorated to each Exempt Owner based upon the per lot cost and the total lots owned by each Exempt Owner. For example, if the total costs and expenses is \$1,000 and there are 155 lots owned by Exempt Owners and Exempt Owner No. 1 owns 30 lots, Exempt Owner No. 2 owns 50 lots, and Exempt Owner No. 3 owns 75 lots, costs and expenses will be prorated among each Exempt Owner as follows: Exempt Owner No. 1, \$193.50; Exempt Owner No. 2, \$322.50, and Exempt Owner No. 3, \$483.75 [ $\$1,000$  divided by 155 total lots =  $\$6.45$  per lot multiplied by 75 lots =  $\$483.75$ ]

(f) In the event an Exempt Owner fails to timely pay its share of the costs and expenses, Developer may file suit in Lake County Court to collect the amount due. The Exempt Owner shall be liable for all costs of collection, including court costs and Developer's reasonable attorney fees.

3.5 Special Assessments. In addition to the annual assessments authorized above, a special assessment may be levied applicable only to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the common are (including fixtures, and personal property related thereto), the amount of any unanticipated taxes or insurance costs, and the amount of any budget deficit from that year.

3.6 Uniform Rate of Special Assessment. Special assessments will be fixed and assessed at a uniform rate.

3.7 Date of Commencement of Annual Assessments, Due Dates. The amount of the assessment on an annual basis shall be established at least thirty (30) days in advance of each annual assessment period. Written notification of the annual assessment shall be sent to every owner subject thereto. The assessments shall be paid annually or semi-annually, as directed by the Board.

3.8 Effect of nonpayment of the 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 highest rate of interest authorized under the usury laws of the State of Florida. The association may file a claim of lien for such overdue assessments. The association may bring an action at law against any owner who has failed to timely pay the assessment and who is obligated to pay the same, and may sue to foreclose the lien against the lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of the lot. If any installment of any assessment remains unpaid sixty (60) days after the same shall become due, Declarant shall give written notice of that delinquency to any mortgagee who has requested written notification of same. Each lot owner is empowered to enforce the covenants.

3.9 Subordination of Assessment Lien to Mortgages. The lien of the annual and special assessments provided for herein is declared hereby to be subordinate to the lien of any institutional first mortgage on any lot. The sale or transfer of any lot pursuant to mortgage foreclosure of an institutional first mortgage or any proceeding in lieu thereof extinguishes the lien of any assessments which become due prior to the effective date of the sale or transfer. The sale or transfer of any lot not pursuant to mortgage foreclosure or proceeding in lieu thereof shall not affect the assessment lien. No sale or transfer, by judicial action or otherwise, shall relieve the pertinent lot from liability for any assessments thereafter becoming due or from the lien thereof. These provisions shall in no way effect or minimize the personal liability of the lot owner for the assessments. Failure to pay assessments does not constitute a default under an insured mortgage.

3.10 Homestead. By acceptance of a deed thereto, the owner of each lot shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Article are for the improvement and maintenance of homestead property, and that the assessment liens herein provided for shall be superior in priority to any claims of homestead status.

#### ARTICLE IV. ASSOCIATION

4.1 Creation. Declarant shall create an incorporated homeowners association called Vista Grande Homeowners Association, Inc.

4.2 Membership. The association shall have two classes of voting membership as follows.  
CLASS A - Class A members shall be all members other than the Declarant and such members shall be entitled to one vote for each lot owned, provided, however, that when more than one person owns an interest in a lot, all of such persons together shall be entitled to not more than one vote with respect to each lot owned by them and such vote shall be exercised as they among themselves determine. It is provided further that co-owners of a lot shall designate the person who shall be authorized to exercise the vote for all co-owners, and that designation shall be in writing delivered to the Secretary of the Association. In the event that joint or multiple lot owners are unable to agree among themselves as to how their vote or votes shall be cast, then they shall lose their right to vote on the matter at issue. If any lot owner casts a vote representing their lot, it shall thereafter be presumed conclusively for all purposes that the person so voting was acting with the authority and consent of all other owners of that property. Should more than one vote be cast for a particular lot on a particular issue, none of the votes so cast shall be counted and the votes so cast shall be deemed void. There shall be no split voting permitted.

CLASS B - Class B members shall be the Declarant which shall be entitled to one vote for each lot owned by Declarant. Class B membership shall cease and be converted to Class A membership no later than the date when Declarant has sold the last lot in the project to third party purchasers. So long as there shall be Class B membership, Class A members shall not be entitled to vote.

4.3 Architectural Review Committee. So long as Class B membership exists, the developer shall be and constitute the Architectural Review Committee as that committee is described herein. When the Class B membership terminates, the Board of Directors of the association shall appoint an Architectural Review Committee which shall function as described herein. The Architectural Review Committee shall be responsible for reviewing and approving all proposed improvements to the lots including but not limited to approval of size, type, quality, design and style of dwelling, approval of location of dwelling, approval of location and type of decorative landscaping, approval of additions to and modification of the lots and the improvements thereon. With respect to swimming pools, the Architectural Review Committee will be empowered to review and approve plans for construction of pools, pool enclosures, fencing, landscaping, and other related lot improvements. The Architectural review Committee shall also be responsible for ensuring that owners maintain their lots as prescribed in this declaration. The Architectural Review Committee is empowered to perform or have performed the work necessary to bring a lot and the improvements thereon in conformance with the dictates of this declaration as more particularly set forth herein.

Should a lot owner fail to procure the prior written approval from the Architectural Review Committee for improvements to a lot, then, the Architectural Review Committee will be empowered to seek an injunction to prohibit the completion of the work until the Architectural Review Committee has had an opportunity to review and approve the proposed improvements. Any lot owner who proceeds to improve a lot without the prior written consent of the Architectural Review Committee proceeds at his own risk. Should consent be withheld, the lot owner will be required to remove unauthorized improvements.

## ARTICLE V. PROTECTIVE COVENANTS

5.1 Motorized Vehicles. All motor vehicles that are required to be licensed by the State of Florida shall carry a current year's license tag registration and shall be maintained in proper operating condition so that they do not constitute a nuisance because of noise, exhaust emissions, or otherwise. All motor vehicles, including, but not limited to, automobiles, golf carts, trucks, etc., shall be driven only upon the paved parking areas. No motor vehicles shall be driven upon the pathways or unpaved areas of the property.

5.2 Parking. This declaration provides that a lot owner will be required to construct a two car garage, at a minimum in conjunction with the construction of a home. It is the intent of the Declarant that cars within the subdivision utilize their garage spaces. It is also the intent of the Declarant that neither oversized commercial vehicles nor recreational vehicles shall be parked on any lot except as follows:

- (a) This provision shall not apply to the parking of any vehicles in a garage out of view of the public.
- (b) No overnight parking is permitted on the street adjacent to the lot.
- (c) This prohibition shall not apply to the temporary parking of trucks and commercial vehicles such as for pick up and delivery and other services as may be necessary to service the property; and
- (d) Boats, boat trailers, and campers, motor home, or trailers are permitted to be parked temporarily for loading or unloading, but in no event for a period in excess of twenty-four (24) hours. Boats or recreational vehicles may be stored in the garage or to the rear or side of the house.
- (e) Except for emergency repairs, no owner shall repair or restore any vehicle, boat, or trailer upon any portion of the property, provided, however, that in the event of an emergency, repairs of a minor nature may be undertaken.

5.3 Driveway. All driveways shall be constructed of concrete or brick paver systems.

5.4 Pets. All animals must be kept in a fully fenced area or leashed when outside and shall not be permitted to run loose. Every owner shall have the responsibility for cleaning up after his pet.

5.5 Clothes Drying Equipment. No outdoor clothes lines or other outdoor drying apparatus or equipment shall be permitted on any lot in view of any other lot owner or in the public view.

5.6 Recreational Facilities. All recreational facilities, except basketball, shall be placed at the rear of the lot. Skateboard ramps and devices of a similar nature shall not be permitted.

5.7 Trash and Garbage. No lot shall be used for the dumping or accumulation of rubbish, trash, garbage, or other waste materials. Storage, collection, and disposal of garbage shall be in accordance with

procedures and rules adopted from time to time by the Board. All lots shall be kept free of an accumulation of rubbish, trash, garbage, and other solid waste materials, and from unsightly weeds and underbrush. All builders shall keep the area cleared of trash and debris during construction.

5.8 Antennae. No exterior television or other antennae or dish which exceeds 36 inches in diameter, including any transmission or receiving equipment shall be permitted on any of the lots, without the prior written consent of the Architectural Review Committee. Any such dish shall not be placed within the front building line of the property within view from the street.

5.9 Sign Restrictions [Sale and Rental Signs]. There shall be no "For Sale" or "For Rent" sign placed, installed, mounted, or erected on any lot, house, garage, or other improvement without the express written permission of the Declarant, its successors or assigns, whose consent may be given or withheld in its sole and absolute discretion. The term "improvement" shall include, but is not limited to, doors, windows, screens, eaves, trees, plants, shrubs, walls, fences, and posts. For purposes of this Paragraph 5.9, the term "sign" or "signs" shall include every sign, banner, poster, marker, flag, or billboard, of any kind or description, whose intent or purpose is to advertise, promote, publicize, or market for use, rent, lease, purchase, or sale any Lot or combination of Lots. Notwithstanding any provision in Article 6.4 to the contrary, this Paragraph 5.9 restriction may not be amended, modified, or changed by the Association, its Board of Directors, or the Members without the express written consent of the Declarant. Declarant may, in its sole discretion, release of record this Paragraph 5.9 restriction by filing in the public records of Lake County, Florida, a Consent to Release Sign Restriction in a form approved by Declarant. Upon filing the Consent to Release of record, this Paragraph 5.9 restriction shall be forever released and discharged without any action by the Members or the Association and its Board of Directors.

5.10 Sign Restrictions [Other Than Sale and Rental Signs]. So long as the Class B membership exists, there shall be no sign or signs placed, installed, mounted, or erected on any lot, house, garage, or other improvement without the express written permission of the Declarant, its successors or assigns, whose consent may be given or withheld in its sole and absolute discretion. The term "improvement" shall include, but is not limited to, doors, windows, screens, eaves, trees, plants, shrubs, walls, fences, and posts. At such time as the Class B membership ceases to exist, there shall be no sign or signs placed, installed, mounted, or erected on any lot, house, garage, or other improvement without the express written permission of the Board of Directors, provided however, in the event the Declarant records in the public records a Consent to Release Sign Restriction pursuant to Paragraph 5.9 above, the Board of Directors may thereafter approve uniform rules and regulations relating to the size, location, and content of "For Sale" and "For Rent" signs. Any "For Sale" or "For Rent" in compliance with the rules and regulations of the Board of Directors shall be permitted without further action or approval of the Association, the Board of Directors, or the Members. Except as expressly provided herein, this Paragraph 5.10 restriction shall not apply to "For Sale" or "For Rent" signs which shall be regulated solely by the provisions of Paragraph 5.9 above.

5.11 Nuisance. An owner, his family, invitees, and lessees shall not do or keep, and shall not cause anything to be done or kept on his lot, which would constitute a nuisance. No owner may obstruct or interfere with the rights of the other owners or the association by unreasonable noise, odor, or otherwise, nor shall any owner, his family, invitees, or lessees commit or permit any nuisance or immoral or illegal act within the property.

5.12 Fences, Walls, and Hedges. Perimeter fences are prohibited. Non-perimeter decorative fences, walls, or hedges may be installed, erected or planted following receipt of permission by the Architectural Control Committee. The composition, location and height of fences and walls must be approved by the ARC prior to installation in accordance with standards and requirements set by the ARC from time to time. Wooden privacy fences and chain link fences shall be prohibited. The ARC is under no obligation whatsoever to approve any fence.

5.13 Outbuildings. No freestanding outbuildings are permitted to be placed on a lot, without the prior written consent of the Architectural Review Committee.

5.14 Structure Types. Earth homes, log homes, geodesic dome homes, mobile homes, modular homes, double-wide, manufactured homes, as these terms are normally used in 2003, are specifically prohibited without unanimous approval of the Architectural Review Committee.

5.15 All pools (in-ground and above-ground) must be approved by the Architectural Review Committee.

5.16 Landscaping and Irrigation. Upon completion of the dwelling, the front and back yards of the premises must be immediately fully landscaped and sodded. If construction is not commenced on lots within six months of closing, the Lot Owner, at his expense, shall clear the lot and keep it clear of all brush, dead wood, weeds and junk. Shrubbery, including hedges, shall not be placed so as to obstruct the vision of motorists. All lawns shall be sodded with St. Augustine grass and shall have a permanent automatic irrigation system.

5.17 Provisions Inoperative During Initial Construction. No provision contained in this declaration shall be interpreted or construed to prevent the Declarant, his transferees or successors in title, or his contractors or subcontractors, from doing or performing on all or any part of the project actually owned by the Declarant or its transferees as the case may be, whatever they determine to be reasonably necessary or advisable in connection with the completion of the development of the project and the sale of the lots, including, without limitation, the following: erecting, constructing, and maintaining such structures and vehicles as may reasonably be necessary for the conduct of Declarant's business of completing and establishing the project as a residential community, and disposing of the same in parcels by sale, lease or otherwise, and maintaining such sign or signs on the project as may be reasonably necessary in connection with the sale, lease, or other transfer of the project into lots, and the establishment of homes thereon; utilizing home sites for marketing purposes, which marketing activities might include short term leases and transient residential activity.

## ARTICLE VI. GENERAL PROVISIONS

6.1 Enforcement. Declarant, the Association and any owner shall have the right to enforce, by proceeding at law, levy of fines or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and other charges now or hereafter imposed by the provisions of this declaration, and the party enforcing same shall be entitled to recover all costs and expenses incurred thereby, including reasonable attorneys' fees. 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 the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system. The failure of the Declarant, the association or of any owner to enforce any covenant or restriction or provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

6.2 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. 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.

6.3 Severability. The invalidation of any of the provisions hereof by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

6.4 Restrictions Run With the Lands; Amendment. The provisions, covenants, conditions, easements, and restrictions of this declaration shall run with and bind the property for a term of forty (40) years from the date this declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by 80% of the lot owners and certified by the officers of the association shall be recorded indicating that the declaration is terminated.

As long as there exists a Class B membership in the Association, the Declarant shall have the right to amend this Declaration to correct any omission or error, or to effect any other amendment. The amendment of this Declaration pursuant to this section need be signed and acknowledged only by the Declarant and shall contain a certification that the provisions of this section have been complied with. Any such amendment need not be approved or signed by any Member, the Association, Lot Owner, or any lienors or mortgagees of Lots, or by any other person, whether or not elsewhere required for an amendment to the Declaration. When this

declaration is amended to add an additional phase, such amendment requires the consent of only the Declarant, and it needs to be executed only by the Declarant.

At such time as Class A membership exist this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds of the total votes of the Association (and their respective institutional mortgagees). Any amendment of this declaration (but not of the Articles of Incorporation and by-laws of the association) must be recorded in the public records of Lake County before it shall be deemed effective. All the rights contained in this paragraph are provided with the restrictions that no right or privilege granted to Declarant may be modified or amended without the prior written consent of Declarant.

Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or 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.

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.

## **ARTICLE VII. CONSERVATION EASEMENT**

7.1 Pursuant to the provisions of Section 704.06, Florida Statutes, Developer does hereby voluntarily grant and convey to the St. Johns River Water Management District (the "District") a non-exclusive conservation easement in perpetuity over Conservation Easement Areas (the "Conservation Easement"). Developer fully warrants title to said Property and will warrant and defend the same against the lawful claims of all persons whomsoever. Developer grants this Conservation Easement as a condition of permit number 40-069-97640-1 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

7.2 Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

7.3 Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground, subject to section 3 below.

B. Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

C. Removing or destroying trees, shrubs, or other vegetation.

D. Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface, except for the limited purpose of installing the wood pilings associated with the construction of boardwalk on those lots set forth in Section 3 below.

E. Surface uses, except those that permit the land or water area to remain predominantly in its natural condition.

F. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

G. Acts or uses detrimental to such retention of land or water areas.

H. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

7.4 Reserved Rights. Developer 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 this Conservation Easement. Developer additionally reserves for itself and its successors and assigns the right to construct single-family boardwalks that are exempt pursuant to 40C-4.051, Florida Administrative Code (F.A.C.) (i.e. boardwalks of 1000 square feet or less of surface area over wetlands or other surface waters or 500 square feet or less of surface area over wetlands or other surface waters if located in Outstanding Florida Waters) on the following lots: 19-40, as also referenced per the Vista Grande Phase I Record Plat as Lots 19-40.

The Developer and its successors and assigns are responsible for obtaining all necessary federal, state, local, and/or District permits or authorizations.

7.5 Rights of the District. To accomplish the purposes stated herein, Developer conveys the following rights to the District:

A. To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Developer or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

B. To 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.

7.6 District's Discretion. District may enforce the terms of this Conservation Easement at its discretion, but if Developer breaches any term of this Conservation Easement and District does not exercise its rights under this Conservation Easement, District's forbearance shall not be construed to be a waiver by District of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the District's rights under this Conservation Easement. No delay or omission by District in the exercise of any right or remedy upon any breach by Developer shall impair such right or remedy or be construed as a waiver. District shall not be obligated to Developer, or to any other person or entity, to enforce the provisions of this Conservation Easement.

7.7 Liability. Neither Developer, nor any person or entity claiming by or through Developer, shall hold District liable for any damage or injury to person or personal property which may occur on the Property, except (to the extent permitted by law) for District or its agents' gross negligence or willful misconduct.

7.8 Acts Beyond Developer's Control. Nothing contained in this Conservation Easement shall be construed to entitle District to bring any action against Developer for any injury to or change in the Property resulting from natural causes beyond Developer's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

7.9 Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

7.10 Amendment. This Conservation Easement may be amended by mutual written consent of Developer and St. Johns River Water Management District, their successors or assigns. Any such amendment shall be effective upon recording in the Public Records of Lake County, Florida.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal on the day and year above written.

Witnesses:

Miriam R. Stom

Print Name: Miriam R Stom

Mimi Ogden

Print Name: Mimi Ogden

LADD DEVELOPMENT, INC.

By Dale J. Ladd, AS PRES.  
Dale J. Ladd, President

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 6th day of March, 2006 by Dale J. Ladd, President of Ladd Development, Inc.

Mimi Ogden  
Notary Public



EXHIBIT "A"

All of the property in Vista Grande Phase I and Vista Grande Phase II, a subdivision in Lake County, Florida, according to the Plat thereof recorded in Plat Book 58 Pages 17 through 19 and Plat Book 58 Pages 20 through 22, Public Records of Lake County, Florida.