

June 14, 2007

Ms. Sandra Joiner P.E.
Department of Water Resources
St. Johns River Water Management District
975 Keller Road
Altamonte Springs, FL 32714-1618



Project: **Hancock Towne Centre Lots #1-4 Site Plan**
Section 28; Township 22S; Range 26 East, City of Clermont, Lake County, FL
McA Project No. 06-014

68272-14

Re: **Response to RAI dated May 16, 2007**
SJRWMD Permit Application No. 40-069-68272-14

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JUN 19 2007

PDS
ALTAMONTE SVC. CTR.

Dear Ms Joiner,

In response to the District's request for additional information, revised construction plans, other referenced documentation and the following responses are enclosed for District review. The technical information provided is for regulatory review and is to be considered part of the referenced Environmental Resource Permit application.

1. Please clarify the limits of construction for the proposed project, which includes the construction of four commercial buildings on Lots 1-4. Although the project boundary and silt fencing are clearly depicted on Sheet 6 of the plans, the limits of construction are not clear on the remaining sheets. Specifically, Sheets 7 and 8 of the plans indicate proposed grading, buildings and stormwater conveyance system for the adjacent undeveloped lot to the west. Also, it appears that Pipe No. S20 will be constructed on property not owned by the applicant. Accordingly, please clarify the limits of construction for Lots 1-4 and provide authorizations, as necessary, to allow work on property not owned by the applicant. [40C-4.30 l(1)(i); 40C-42.025(6), F.A.C.]
- RI. We are also the engineer of record for the adjacent Lot #5. Both projects are being designed and permitted on parallel tracks. The projects share a common access roadway, drainage and utilities on the western lots lines of Lots #1-4. There is an ingress/egress/drainage/utility easement dedicated on the recorded plat across this common area. A 20' wide drainage easement is dedicated along the southern property line of Lot #5 to allow for the installation of the common drainage system. The deed restrictions detail the use of the easements. The owners of Lots #1-4 and the owners of Lot #5 are planning on constructing both projects at the same time using the same site work contractor. A copy of the Deed Restrictions has been enclosed for your reference.**

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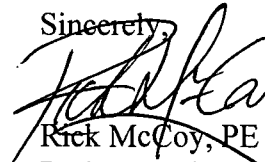
68272-14

713 W. MONTROSE STREET
CLERMONT, FL 34711

352-394-5756
FAX 352-394-5758

2. Please revise the drawings to clearly identify Lot 1. Although Lots 2-4 are clearly shown, Lot 1 appears to be missing. [40C-4.301(1)(i); F.A.C.]
- R2. Lot 1 has been identified on the revised plans. Please refer to the revised Master Plan, Sheet 4 of 14.**
3. Please provide sufficient legal authorization from the Permittee or Operation and Maintenance entity of the master system for High School AAA to allow Hancock Towne Centre Lots 1-4 to connect to and use the master system for meeting District criteria. [40C-4.301; 40C-42.024; 40C-42.025(6), F.A.C.]
- R3. A copy of the requested drainage agreement is enclosed for your review.**
4. Please clarify the entity to receive the permit and also the owner of the property for Lots 1-4. Page 2 of Section A of the application indicates that Woodbury, LLC is the owner of the land; however, the construction plans indicate that Woody & Wallace Land Development, LLC is the owner/developer for the project. Furthermore, Page 4 of Section A of the application indicates that Woodbury, LLC is the applicant and entity to receive the permit; however, Page 2 of the application was incomplete for the entity to receive the permit. Accordingly, please provide a revised Section A of the application and revised construction plans for consistency, as applicable. [40C-4.900(1), F.A.C.]
- R4. The owner and permittee for the referenced project is Woodbury, LLC. The construction plans have been revised for consistency. Please refer to the revised construction plans enclosed.**
5. The District received an application fee of \$500.00 for the Standard ERP application received on April 18, 2007. Please be advised that the application fee for a Standard ERP is \$1,000.00 for a project greater than 1 acre in size. Please provide the balance due of \$500.00 required for a Standard ERP application. An application submitted without the appropriate processing fee will not be considered complete. [40C-1.603(5)(e), F.A.C.]
- R5. Please find attached check no. 126 from Woodbury, LLC in the amount of five-hundred dollars (\$500.00).**

We trust these responses will satisfy the District's concerns regarding this project; however should there be any further questions or concerns, please contact this office at your earliest convenience.

Sincerely,

Rick McCoy, PE
Project Engineer

encl.

68272-14

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ALTAMONTE SVC. CTR.

Fee Receipt

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
P. O. Box 1429
Palatka, FL 32178-1429

RECEIPT #: 39778
RECEIVED FROM: Woodbury LLC
THE SUM OF: \$500.00
FOR: Application Fee

Date: Jun. 19, 2007
By: Cecilia Tyne

FEE DETAIL INFORMATION

F/A Receipt A-032095 \$500.00

68272-14

RECEIVED OF		DATE	A	032095 ⁽³⁹⁷⁷⁸⁾
Woodbury LLC		6/19/2007		
ADDRESS		DOLLARS \$ 500.00		
ACCT. NO.	126	ST. JOHNS RIVER WATER MANAGEMENT DISTRICT		
<input type="checkbox"/> CASH	<input checked="" type="checkbox"/> CHECK	P.O. Box 1429		
<input type="checkbox"/> MONEY ORDER	<input type="checkbox"/> DRAFT	Palatka, Florida 32178-1429		
FOR	RAE Resp.	by Cecilia Tyne		
803		Thank You		

NOW THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable considerations, and of the mutual covenants and promises contained herein, the parties hereby agree as set forth below:

1. The Board hereby bargains, sells, grants and conveys to FRA and Knapp, their successors and assigns, for the benefit of and as an appurtenance to the FRA Property, and the Knapp Property, a perpetual, nonexclusive easement over and across that certain portion of the Board Property as depicted on the approved plans for the Permit described on Exhibit "D" attached hereto and made a part hereof (the "Board Easement Area"), for the purposes of accumulation, drainage, discharge, flowage and passage of water and stormwater as is or may from time to time occur or be generated from the FRA Property, and the Knapp property, and for the purposes of constructing, servicing, installing, operating, maintaining, inspecting, repairing, replacing, connecting or renewing the Drainage/Retention System.

2. FRA hereby bargains, sells, grants and conveys to The Board and Knapp, their successors and assigns, for the benefit of and as an appurtenance to the Board Property, and the Knapp property, a perpetual, nonexclusive easement over and across that certain portion of the FRA Property as depicted on the approved plans for the Permit described on Exhibit "E" attached hereto and made a part hereof (the "FRA Easement Area"), for the purposes of accumulation, drainage, discharge, flowage and passage of water and stormwater as is or may from time to time occur or be generated from the Board Property and the Knapp Property, and for the purposes of constructing, servicing, installing, operating, maintaining, inspecting, repairing, replacing, connecting or renewing the Drainage/Retention System.

3. Knapp hereby bargains, sells, grants and conveys to FRA and The Board, their successors and assigns, for the benefit of and as an appurtenance to the FRA Property, and the Board Property, a perpetual, nonexclusive easement over and across the Knapp Property as depicted on the approved plans for the Permit as described on Exhibit "F" attached hereto and made a part hereof (the "Knapp Easement Area"), for the purposes of accumulation, drainage, discharge, flowage and passage of water and stormwater as is or may from time to time occur or be generated from the FRA Property and the Board Property, and for the purposes of constructing, servicing, installing, operating, maintaining, inspecting, repairing, replacing, connecting or renewing the Drainage/Retention System.

[Handwritten initials]
PLEASE INITIAL

REPAIR & REPLACE

4. The Board shall maintain at its expense, that portion of the Drainage/Retention System located on the Board Property, and the entire portion of the Drainage/Retention System comprising the actual stormwater retention basin regardless of which party owns the land thereunder. FRA and Knapp shall maintain, at their expense, those portions of the Drainage/Retention System located on their respective lands, other than the portion thereof actually comprising the stormwater retention basin to be maintained by the Board as aforesaid.

[Handwritten initials]
PLEASE INITIAL

REPAIR & REPLACE

5. "Drainage/Retention System" as used in this Agreement shall mean a system 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

06/14/2007

to prevent or reduce flooding, over drainage, environmental degradation and water pollution, or otherwise to affect the quantity and quality of discharges.

6. Each of the parties hereto shall indemnify, hold harmless and defend each of the other parties hereto in connection with any improper discharge or damage caused by the indemnifying party to any portion of the Drainage/Retention System.

7. Each party hereto shall have the right to perform reasonable maintenance upon the Drainage/Retention System serving its property to the extent that the owner party responsible for such maintenance under the terms hereof fails to comply with its maintenance obligations hereunder. In the event of such maintenance by the non-responsible party, such party shall be entitled to recovery of all costs and expenses related to such maintenance, which costs and expenses shall be assessed against the party responsible for such maintenance.

8. In the event of any breach of obligations hereunder or dispute regarding the terms of this Agreement, the prevailing party shall be entitled to recovery of its costs, attorneys' fees and paralegal fees related thereto.

9. This Agreement and the easements, restrictions, rights, obligations and liabilities created hereby, shall be perpetual, shall be appurtenant to and run with title to the lands affected hereby, and shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns, including but without limitation all subsequent owners of the property described herein and all persons claiming under them.

10. No modification or alteration shall be made to the Drainage/Retention System or the stormwater management facilities located therein as specified in the Permit, without the prior approval of the District and the parties hereto.

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands and seals to this Agreement.

THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA

Attest: [Signature]
PAM SAYLOR, Superintendent

BY: [Signature]
GERALD A. SMITH, Chairman

Approved as to form:
[Signature]
ATTORNEY Fred A. Morrison

REG. REG. BUS. CONS. DISC. SUPT. REG.
(CIRCLE ONE AGENDA ITEM ONLY ABOVE)
AGENDA ITEM NUMBER: 27
REGULAR SPECIAL EMERG.
(CIRCLE TYPE OF LAKE COUNTY SCHOOL BOARD MTG. ABOVE)
MTG. DATE: 4-23-01

WITNESSES (two required)

FRA INVESTMENTS, LTD.

[Signature]
Printed Name: VAN-TAM NGUYEN
[Signature]
Printed Name: ANDREA R NGUYEN

BY: [Signature]
Charles E. Bosserman, Jr., Trustee,
General Partner

[Signature]
Printed Name: VAN-TAM NGUYEN
[Signature]
Printed Name: ANDREA R NGUYEN

BY: [Signature]
Gladys A. Bosserman
General Partner

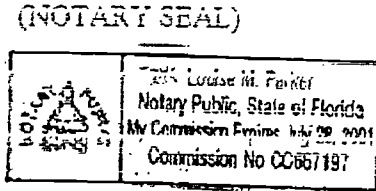
WITNESSES (two required)

[Signature]
Printed Name: Liz J Proctor
[Signature]
Printed Name: Carol Harper

[Signature]
Maynard K. Khapp, Trustee

STATE OF FLORIDA
COUNTY OF LAKE

BEFORE ME, the undersigned Notary Public, personally appeared Gerald A. Smith and Pam Saylor, who are respectively the Chairman of the School Board of Lake County, Florida, and the Superintendent of Schools of Lake County, Florida, who acknowledged before me on the 23rd day of APRIL, 2001, that they executed the foregoing instrument, and who were either (CHECK ONE) personally known to me, or who produced identification. as

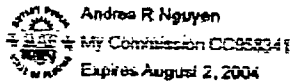


Louise M. Parker
Notary Public Signature
LOUISE M. PARKER
(Name typed, printed or stamped)
Notary Public, State of FLORIDA
Commission No.: CC 667197
My Commission Expires: 7-28-01

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned Notary Public, personally appeared Charles E. Bosserman, Trustee, and Gladys T. Bosserman, as General Partners of FRA Investments, Ltd., who acknowledged before me that they executed this instrument on behalf of that entity on the day of APRIL 27, 2001, and who were either personally known to me, or who produced identification. as

(NOTARY SEAL)

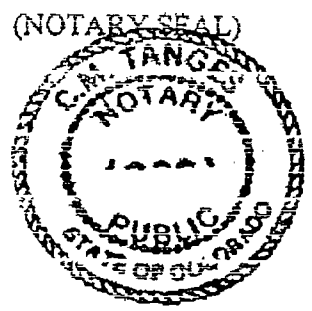


Andrea R. Nguyen
Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____

STATE OF Colorado
COUNTY OF Boyle

BEFORE ME, the undersigned Notary Public, personally appeared Maynard K. Knapp, Trustee, who acknowledged before me that he executed this instrument on the 17th day of APRIL, 2001, and who was either personally known to me, or who produced PO DL 92-121-0787 as identification.



P.M. Tangers
Notary Public Signature
P.M. TANGERS
(Name typed, printed or stamped)
Notary Public, State of COLORADO
Commission No.: n/a
My Commission Expires: 2-28-03

LEGAL DESCRIPTION

Book 1826 Page 1876

ALL OF TRACTS 52, 51, 46, 45, 36 AND THAT PORTION OF TRACTS 35, 37, 38, 44, 53, AND 54 AS SHOWN ON LAKE HIGHLANDS COMPANY PLAT IN SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT 51; SAID CORNER ALSO BEING ON THE NORTH LINE OF GREATER PINES PHASE II SUBDIVISION AS RECORDED IN PLAT BOOK 36, PAGES 18-19, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN $89^{\circ}28'52''$ W ALONG THE SOUTH LINE OF TRACTS 51 AND 52 A DISTANCE OF 1321.00 FEET TO THE CENTERLINE OF A 30.00 FOOT WIDE ROAD AS SHOWN ON PLAT OF LAKE HIGHLANDS COMPANY; THENCE RUN $S89^{\circ}51'42''$ W ALONG THE SOUTH LINE OF TRACTS 53 AND 54 A DISTANCE OF 1157.05 FEET; THENCE DEPARTING SAID SOUTH LINE RUN $N49^{\circ}21'04''$ E A DISTANCE OF 1016.09 FEET; THENCE RUN $N00^{\circ}08'56''$ W A DISTANCE OF 682.94 FEET; THENCE RUN $N22^{\circ}56'53''$ W A DISTANCE OF 285.05 FEET; THENCE RUN $N52^{\circ}32'41''$ W A DISTANCE OF 448.74 FEET TO THE CENTERLINE OF A 30.00 FOOT WIDE ROADWAY AS SHOWN ON LAKE HIGHLAND COMPANY PLAT; SAID CENTERLINE ALSO BEING THE NORTH LINE OF THE SOUTH 1/2 OF SECTION 28; THENCE ALONG SAID CENTERLINE RUN $N89^{\circ}48'50''$ E A DISTANCE OF 2755.64 FEET TO THE SOUTHWESTERLY LINE OF A 170.00 FOOT WIDE RIGHT-OF-WAY FOR THE FLORIDA POWER CORPORATION CENTRAL FLORIDA-WINDERMERH 740 KV TRANSMISSION LINE; THENCE RUN $S16^{\circ}37'25''$ E ALONG SAID LINE A DISTANCE OF 174.79 FEET TO THE INTERSECTION WITH THE EAST LINE OF TRACT 35; THENCE RUN $S00^{\circ}27'55''$ W ALONG THE EAST LINE OF TRACT 35 A DISTANCE OF 494.78 FEET TO THE SOUTHEAST CORNER THEREOF; SAID CORNER ALSO BEING THE NORTHWEST CORNER OF GREATER PINES PHASE I SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGES 27-28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE $S00^{\circ}27'55''$ W ALONG WEST LINE OF SAID GREATER PINES SUBDIVISION AND THE EAST LINE OF TRACTS 46 AND 51 A DISTANCE OF 1324.89 FEET TO THE SOUTHEAST CORNER OF TRACT 51 AND THE POINT OF BEGINNING.

EXHIBIT "A"

The quality of this image is equivalent to the quality of the original document.

The quality of this image is equivalent to the quality of the original document.

EXHIBIT B - FRA PROPERTY

Tracts 21 and 28, Lake Highlands Subdivision, in Section 28, Township 22 South, Range 28 East, Lake County, Florida, according to the plat thereof recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida.

The quality of this image
is equivalent to the quality
of the original document.

EXHIBIT C - KNAPP PROPERTY

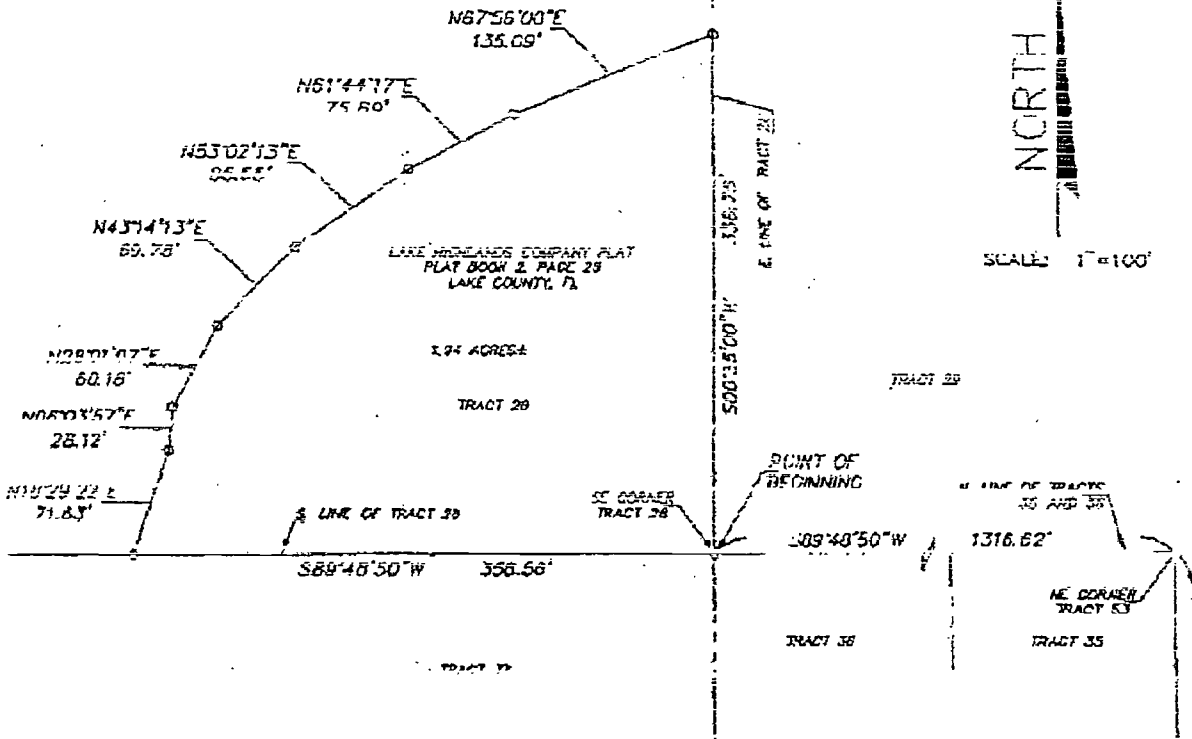
Tracts 19, 20, 29, 30, 31, 32, 33 and 34, Lake Highlands Company Subdivision, in Section 28, Township 22 South, Range 26 East, Lake County, Florida, according to the plat thereof recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida, LESS the East 33 feet of Tracts 32 and 33 for right of way of Hancock Road.

The quality of this image
is equivalent to the quality
of the original document.

SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)

QR BOOK 02011 PAGE 1184

The quality of this image is equivalent to the quality of the original document.



NORTH

SCALE: 1"=100'

NOTES

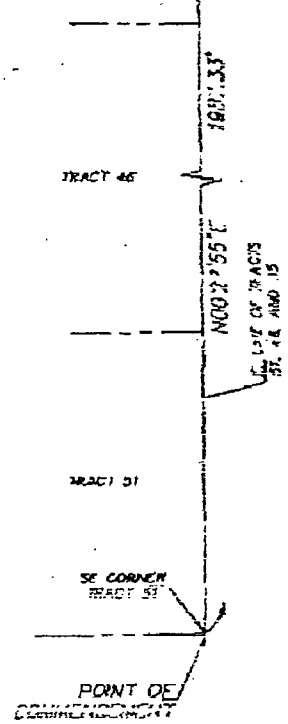
1. Bearings shown hereon are based on the North line of the Southeast 1/4 of Section 28 as being N82°48'50"E old Azimuth.
2. Reproductions of this sketch are not valid without the signature and the original notes of a Florida Licensed Surveyor and Mapper.
3. The description was created at the client's request.
4. The lines shown hereon were not intended for rights of way, easements or otherwise by the surveyor.
5. This sketch does not constitute a secondary survey.
6. Certification is limited to the parties named hereon.

BOSSERMAN RETENTION AREA

THAT PART OF TRACT 28 LAKE HIGHLANDS COMPANY PLAT IN SECTION 28, TOWNSHIP 22 SOUTH, RANGE 28 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 28 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

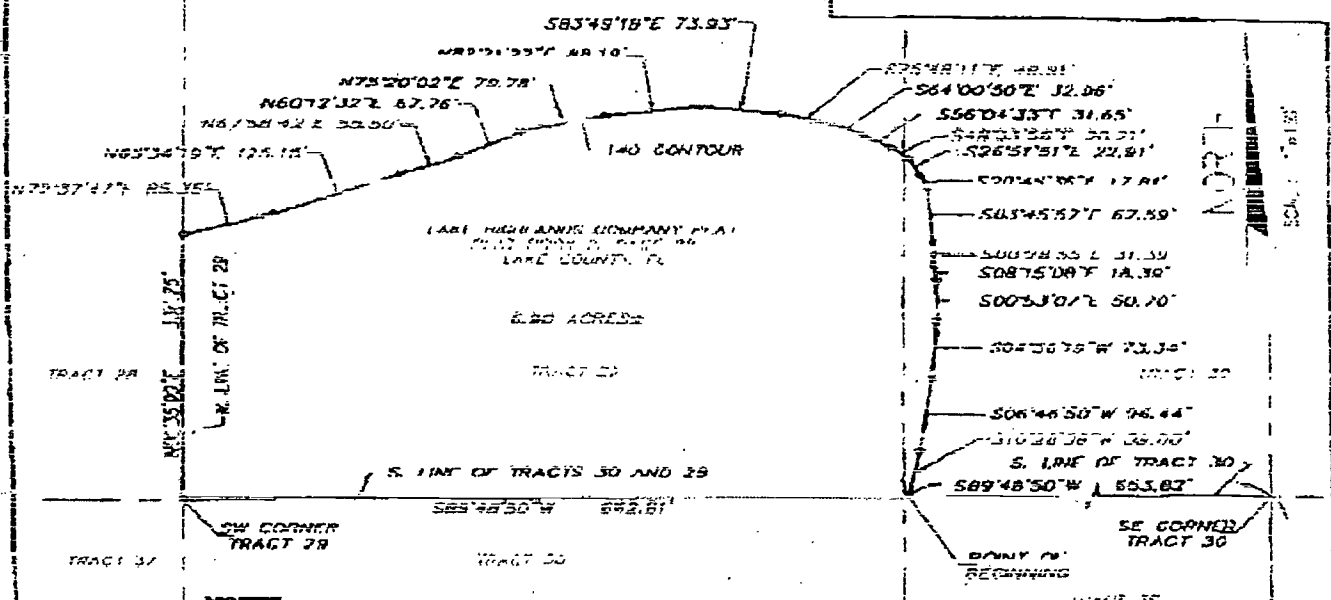
COMMENCE AT THE SOUTHEAST CORNER OF TRACT 51 OF SAID LAKE HIGHLANDS COMPANY PLAT; THENCE N00°27'55"E ALONG THE EASTERLY LINE OF TRACTS 51, 46 AND 35 FOR 1987.33 FEET TO THE NORTHEAST CORNER OF SAID TRACT 35; THENCE S89°48'50"W ALONG THE NORTHERLY LINE OF SAID TRACTS 35 AND 36 FOR 1316.62 FEET TO THE SOUTHEAST CORNER OF TRACT 28 OF SAID LAKE HIGHLANDS COMPANY PLAT AND THE POINT BEGINNING; THENCE CONTINUE S89°48'50"W ALONG THE SOUTHERLY LINE OF SAID TRACT 28 FOR 358.56 FEET; THENCE DEPARTING SAID SOUTHERLY LINE RUN N10°29'22"E FOR 71.83 FEET; THENCE N06°03'57"E FOR 28.12 FEET; THENCE N28°01'07"E FOR 60.18 FEET; THENCE N43°14'13"E FOR 69.78 FEET; THENCE N53°02'13"E FOR 85.55 FEET; THENCE N61°44'17"E FOR 75.69 FEET; THENCE N67°56'00"E FOR 135.09 FEET TO THE EASTERLY LINE OF SAID TRACT 28; THENCE S00°25'00"W ALONG SAID EASTERLY LINE OF TRACT 28 FOR 336.75 FEET TO THE POINT OF BEGINNING.

EXHIBIT E



SKETCH OF DESCRIPTION (NOT A FIELD SURVEY)

The quality of this image is equivalent to the quality of the original document.



NOTES

1. This sketch is not to be used as the basis of any legal claim.
2. Reproductions of this sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
3. The description was created at the client's request.
4. The notes shown hereon were not obstructed for rights of way easements of ownership by the surveyor.
5. This sketch does not constitute a boundary survey.
6. Certification is limited to the parties named hereon.

MASTER STORM WATER POND

(OWNER: LAKE COUNTY BOARD, BOCCORRIAN HILLS OF CLERMONT & KNAPP PROPERTIES)

THAT PART OF TRACTS 29 AND 30, LAKE HIGHLANDS COMPANY PLAT IN SECTION 20, TOWNSHIP 22 SOUTH, RANGE 10 EAST, AS RECORDED IN PLAT BOOK 3, PAGE 28 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 31 OF SAID LAKE HIGHLANDS COMPANY PLAT; THENCE $N00^{\circ}27'55''E$ ALONG THE EASTERLY LINE OF TRACTS 31, 46 AND 30 FOR 1987.33 FEET TO THE SOUTHWEST CORNER OF TRACT 30; THENCE $N00^{\circ}27'55''E$ ALONG THE CONTIGUOUS LINE OF TRACT 30 FOR 85.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE $S89^{\circ}48'50''W$ ALONG SAID SOUTHERLY LINE OF TRACTS 30 AND 29 FOR 62.81 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 29; THENCE $N00^{\circ}15'00''E$ ALONG THE WESTERLY LINE OF SAID TRACT 29 FOR 336.73 FEET; THENCE DEPARTING SAID WESTERLY LINE, RUN $N72^{\circ}37'47''E$ FOR 85.35 FEET; THENCE $N65^{\circ}34'19''E$ FOR 125.15 FEET; THENCE $N07^{\circ}30'47''E$ FOR 50.00 FEET; THENCE $N75^{\circ}20'02''E$ FOR 70.78 FEET; THENCE $N60^{\circ}12'32''E$ FOR 67.76 FEET; THENCE $N67^{\circ}38'42''E$ FOR 50.00 FEET; THENCE $N65^{\circ}34'19''E$ FOR 125.15 FEET; THENCE $N72^{\circ}37'47''E$ FOR 85.35 FEET; THENCE $S89^{\circ}48'50''W$ FOR 62.81 FEET; THENCE $S03^{\circ}45'57''E$ FOR 67.59 FEET; THENCE $S08^{\circ}15'00''E$ FOR 31.39 FEET; THENCE $S08^{\circ}15'00''E$ FOR 18.30 FEET; THENCE $S00^{\circ}53'07''E$ FOR 50.70 FEET; THENCE $S04^{\circ}36'19''W$ FOR 73.36 FEET; THENCE $S06^{\circ}46'50''W$ FOR 96.44 FEET; THENCE $S10^{\circ}28'38''W$ FOR 39.88 FEET; THENCE $S10^{\circ}28'38''W$ FOR 39.88 FEET; THENCE $S09^{\circ}48'50''W$ FOR 62.81 FEET; THENCE $S10^{\circ}28'38''W$ FOR 39.88 FEET TO THE POINT OF BEGINNING.

CERTIFIED TO:
LAKE COUNTY SCHOOL BOARD

SHEET 1 OF 1

CONKLIN PORTER AND HOLMES

1100 UNIVERSITY DRIVE, SUITE 100
LAKE COUNTY, FLORIDA 32114

REGISTERED PROFESSIONAL SURVEYOR
NO. 12345

EXHIBIT #4

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JUN 19 2007

PDS
ALTAMONTE SVC. CTR.

68272-14

CITY OF CLERMONT
ATTN: RAE CHIDLOW
685 W MONTROSE ST
CLERMONT, FL 34711

CFN 2007012462
Bk 03356 Pgs 1350 - 1398; (49pgs)
DATE: 01/26/2007 09:52:07 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 418.00

This Instrument Prepared By
And After Recording Return To:

Wade Boyette, Esq.
GrayRobinson, P.A.
1635 East Highway 50, Suite 300
Clermont, FL 34711

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
OF
HANCOCK TOWNE CENTRE**

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
(the "Declaration") is made this 24th day of JANUARY, 2007 by, **WOODY & WALLACE
LAND DEVELOPMENT, L.L.C.**, a Florida limited liability company ("WOODY &
WALLACE") (hereinafter referred to as "Declarant".)

WITNESSETH

WHEREAS, Declarant is the fee simple owner of that certain real property situate in the
City of Clermont, Lake County, Florida, as more particularly described as follows:

See **Exhibit "A"** attached hereto (hereinafter referred to as the "Subject Property"); and

WHEREAS, Declarant intends that the Subject Property be developed, improved,
occupied, used and enjoyed as a development to be known as HANCOCK TOWNE CENTRE
(the "**Center**"), as depicted on the Site Plan attached as **Exhibit "B"** (the "**Center Site Plan**"),
which shall be suitable for commercial, office and other related purposes; and

WHEREAS, Declarant desires to ensure that the Subject Property is developed,
improved, occupied, used and enjoyed pursuant to a uniform scheme of development with
appropriate architectural, aesthetic and operational standards so as to create an attractive and
harmonious physical environment for occupants and visitors to the Center; and

68272-14

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JUN 19 2007

PDS
ALTAMONTE SVC. CTR.

WHEREAS, Declarant desires that the Subject Property shall be encumbered by these uniform covenants, conditions, restrictions, easements and reservations;

NOW, THEREFORE, in consideration of the premises and provisions hereof, Declarant hereby declares that the Subject Property shall be and is hereby encumbered by and made subject to the covenants, conditions, restrictions, easements and reservations hereinafter set forth, to wit:

ARTICLE 1

DEFINITIONS

For purposes of this Declaration, the following terms shall have the definitions and meanings as hereinafter set forth:

1.1 ARCHITECTURAL REVIEW COMMITTEE ("ARC") shall mean and refer to a regulatory body composed of no less than three (3) and no more than five (5) individuals designated from time to time by the Board of Directors of the Association. Said ARC shall have the powers and duties as set forth in **Article 7** hereof.

1.2 ARTICLES OR ARTICLES OF INCORPORATION shall mean the Articles of Incorporation of the Association as amended from time to time.

1.3 ASSESSMENT shall mean and refer to any assessment or charge against an Owner and a Parcel by the Association for Common Expenses and other items in accordance with and for the purposes specified in **Article 9** hereof, including but not limited to the Regular Assessments described under **Section 9.5**, the Surface Water and Stormwater Assessments under **Section 9.6**, the Special Assessments under **Section 9.7**, and the Individual Parcel Assessments under **Section 9.8** and the Sign Assessments under **Section 9.9**.

1.4 ASSOCIATION shall mean and refer to the HANCOCK TOWNE CENTRE Owner's Association, Inc., a Florida not-for-profit corporation, its successors and/or assigns.

1.5 **BOARD OF DIRECTORS** shall mean and refer to a regulatory body composed of no less than three (3) individuals elected by the members of the Association as set forth in **Article 6** hereof, provided that, prior to the Turnover Date, the initial Directors shall be appointed by the Declarant. Subsequent to the Turnover Date, the Directors shall be elected in accordance with the Articles.

1.6 **BY-LAWS** shall mean the By-Laws of the Association as amended from time to time.

1.7 **COMMON AREA(S)** shall mean and refer to (i) the Joint Access Easement Area described under **Section 12.1** and all improvements and utility facilities located thereon, (ii) the Drainage Easement Area described under **Section 12.2**, (iii) the Master Sign Easements described under **Section 12.3**, (iv) all curb cuts located within the Center; which lead to public rights of way, (v) the Surface Water or Storm Water Management System, if located on the Site, along with all improvements located thereon and (vi) all other personal property, from time to time which is dedicated to the Association, including potable water, stormwater piping, sanitary sewer pipes and equipment and facilities, intended or used for the common use, enjoyment and benefit of all Owners.

1.8 **COMMON EXPENSES** shall mean and refer to those costs and expenses of the Association as more particularly identified and described in **Article 9** hereof.

1.9 **DECLARANT** shall mean and refer to Woody & Wallace Land Development, L.L.C..

1.10 **DECLARATION** shall mean and refer to this Declaration of Easements, Covenants, and Restrictions and all amendments and modifications hereto as are from time to time recorded in the Public Records of Lake County, Florida.

1.11 **IMPROVEMENTS** shall mean and refer to any man-made changes to the natural condition of the Subject Property including, and without limitation, structures of any kind (whether above or below the land surface), fences, walls, signs, sewers, lighting, drains, lakes waterways, roads, utilities, grading and landscaping.

1.12 **OCCUPANT** shall mean and refer to any person or organization which has occupied, purchased, leased, rented or is otherwise licensed or legally entitled to occupy and/or use any Parcel of land on the Subject Property (whether or not such right is exercised), as well as their respective successors and/or assigns.

1.13 **OWNER** shall mean and refer to one or more persons or entities who or which are alone or collectively the record owner of fee simple title to any Parcel of land within the Subject Property, including the Declarant, and all of their respective successors and/or assigns.

1.14 **PARCEL** shall mean and refer to any area within the Subject Property designated as a Parcel on the Site Plan attached as **Exhibit "B"**, together with any and all improvements thereon.

1.15 **PARCEL OWNER'S SHARE** shall mean such Owner's pro-rata share of the Common Expenses based upon the number of square feet of land in each Parcel owned by such Owner as compared to the total square feet of land of all Parcels.

1.16 **SUBJECT PROPERTY** shall mean and refer to that certain real property located in the County of Lake, owned by the Declarant and more particularly described as **Exhibit "A"** attached hereto.

1.17 **SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM** shall mean a system which is designed, 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 or quality of discharges.

1.18 **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT** or **DISTRICT** or **SJRWMD** shall mean the St. Johns River Water Management District and/or any other government authority or agency having or asserting jurisdiction, either concurrently or as a successor, with respect to matters concerning water usage, storage, conveyance or other surface water or stormwater management issues.

ARTICLE 2

OBJECTIVES AND PURPOSES

The covenants, conditions, restrictions, easements and reservations set forth in this Declaration are hereby imposed upon the Subject Property for the following objectives and purposes, to wit:

- (a) to ensure that the development of the Center will proceed pursuant to a uniform plan of development with consistent architectural, environmental and aesthetic standards;
- (b) to provide for the future ownership, management, administration, care, maintenance, regulation and preservation of all Common Areas within the Center.

ARTICLE 3

EFFECT OF DECLARATION

3.1 **COVENANTS RUNNING WITH LAND.** This Declaration and each and every one of the easements, covenants, conditions, restrictions and reservations contained herein are hereby declared to be, and shall hereafter continue as, covenants running with the title to those portions of the Subject Property upon which the same are hereby imposed as an encumbrance.

3.2 PROPERTY AFFECTED. This Declaration and the easements, covenants, conditions, restrictions and reservations set forth herein shall be binding upon, inure to the benefit of and constitute a burden upon all of the Subject Property in accordance with the terms set forth herein. Accordingly, as more particularly specified in this Declaration all Parcels of land within the Subject Property shall hereafter be owned, held, transferred, sold, conveyed, demised, devised, assigned, leased, mortgaged, occupied, used and enjoyed subject to and benefited and burdened by the terms and provisions of this Declaration and each of the easements, covenants, conditions, restrictions and reservations contained herein.

3.3 PARTIES AFFECTED. Except as hereinafter specifically provided, this Declaration shall be binding upon and inure to the benefit of all Owners of the Subject Property, including the Declarant and the Association, and all other persons having or claiming any right, title or interest in such property. Accordingly, each and every person or party who or which shall hereafter acquire, have or claim any right, title or interest in any Parcel of land within the Subject Property, whether by, through or under the Declarant or any subsequent Owner, shall, by virtue of the acceptance of any such right, title, interest or claim, whether by deed or other instrument, or by operation of law or otherwise, and whether voluntarily or involuntarily, be deemed to have acquired and accepted such right, title, interest or claim in or to any Parcel of the Subject Property subject to and benefited and burdened by the easements, covenants, conditions, restrictions and reservations set forth in this Declaration.

ARTICLE 4

ASSOCIATION

4.1 CREATION AND PURPOSES. Upon recordation of this Declaration, Declarant shall form and incorporate the Association for purposes of coordinating and

overseeing the ownership, administration, management, operation, maintenance, repair and protection of the Common Area, levying and collecting Assessments pursuant to this Declaration, all pursuant to the terms and provisions of this Declaration, the Articles and the By-Laws.

4.2 POWERS AND DUTIES OF ASSOCIATION. The Association, acting by and through its Board of Directors, shall, in addition to those general and specific powers and duties imposed upon it by law and those specified in its Articles and By-Laws, shall have the following rights and powers and shall have the obligation to perform the following acts and obligations, to wit:

4.2.1 OWNERSHIP AND MANAGEMENT OF COMMON AREAS. The Association may at the Declarant's discretion own, hold, control, administer, manage, operate and regulate, care for, maintain, repair, replace, restore, preserve and protect all Common Areas and maintain the facilities located therein or thereon for which it is responsible in good working order, in compliance with all applicable laws, rules, regulations, codes and ordinances, and in a safe, clean and attractive condition consistent with the common development scheme in the Center.

4.2.2 PAYMENT OF COMMON EXPENSES. The Association shall pay all reasonable Common Expenses associated with the ownership, if any, administration, management, operation, regulation, care, maintenance, repair, replacement, restoration, preservation and protection of the Common Areas.

4.2.3 LEVY AND COLLECTION OF ASSESSMENTS. The Association shall establish, make, levy, impose, enforce and collect all Assessments for which provision is made in this Declaration or which shall otherwise be necessary to provide and assure the

availability of such funds as may be reasonably necessary to pay all Common Expenses or otherwise conduct the business and affairs of the Association.

4.2.4 SURFACE WATER OR STORMWATER MANAGEMENT. The Association, if located on the subject property, shall maintain, operate and repair the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the District. Notwithstanding the foregoing, the Association will not be responsible for the initial costs or the construction of any Surface Water or Stormwater Management System.

4.2.5 POTABLE WATER & SANITARY SEWER SYSTEM. The Association shall maintain, operate and repair and, as necessary, replace all portions of the potable water and sanitary sewer system located within the Subject Property, including all pipes, valves, and all other equipment and materials used in connection with the operation of such Sanitary Sewer System. The Association shall also collect costs, if any, for the maintenance, repair and operation of the water and sewer system as provided in the Agreement between Woody & Wallace Land Development, L.L.C., a Florida limited liability company and College Station Retail Center, L.L.C., a Florida limited liability company as attached hereto as **Exhibit "F"**.

4.2.6 OTHER ACTIVITIES. The Association shall engage in any and all other activities permitted to be engaged in by a not-for-profit corporation existing under the laws

of the State of Florida as may be necessary or appropriate for the achievement of the objectives and purposes for which the Association has been created, formed and established.

4.3 ACTS OF THE ASSOCIATION. Unless otherwise specifically provided herein, or in the Articles or By-Laws, all approvals or actions required or permitted to be given or taken by the Association shall be so given or taken by the Board of Directors without the necessity of obtaining consent of any Owner. The Board of Directors shall be authorized to act through its proper officers without a specific resolution relating thereto.

ARTICLE 5

ASSOCIATION: MEMBERSHIP AND VOTING RIGHTS

5.1 MEMBERSHIP. Every Owner shall automatically and mandatorily be a member of the Association (a “Member”).

5.2 TRANSFER OF MEMBERSHIP. Membership in the Association shall be appurtenant to and may not be separated from the ownership interest of an Owner in the Parcel of land within the Subject Property owned by such Owner.

5.3 MEMBERS' RIGHTS. The rights of every Member of the Association shall be subject to and governed by the terms and provisions not only of this Declaration, but, in addition, shall at all times be subject to the terms and provisions of the Articles and the By-Laws.

5.4 VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

5.4.1 Class A: Class “A” Members shall be each Owner (with the exception of the Declarant) and shall be entitled to one (1) vote for each full one hundred (100) square feet of land in such Owner’s Parcel. When more than one person holds an interest in any Parcel, all

such persons shall be members. The vote for such Parcel shall be exercised as such persons among themselves determine.

5.4.2 Class B: Class “B” Member(s) shall be the Declarant and they shall be entitled to five (5) votes for each full one hundred (100) square feet of land in any of Declarant’s Parcel. The Class “B” membership shall cease and be converted to Class “A” membership on the Turnover Date (as defined under **Section 11.1**).

5.4.3 Prior to the Turnover Date, Declarant shall be entitled to elect the members of the Board of Directors as long as Declarant owns a Parcel. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned voting interests in the same manner as any other Owner.

5.5 MULTIPLE OWNERS. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. Each Owner of a Parcel subject to joint or multiple ownership shall, upon taking title to their Parcel, provide written notice to the Association designating the sole Owner who shall cast all votes on behalf of all joint or multiple Owners of such Parcel (the “**Voter Notice**”). Such Voter Notice may be resubmitted to the Association from time to time, signed and approved by all Owners of the Parcel, designating a new Owner entitled to cast Votes on behalf of the Parcel. If joint or multiple Owners are unable to agree among themselves as to who shall cast their votes and fail to provide the required Voter Notice, they shall lose their right to vote on the matter in question. If the Owner designated in the Voter Notice casts a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Parcel.

ARTICLE 6

BOARD OF DIRECTORS

6.1 **GENERALLY.** The affairs of the Association shall be managed by the Board of Directors.

6.2 **TERM OF OFFICE.** Prior to the Turnover Date, the initial Directors (and their successor during the period prior to the Turnover Date) shall be appointed by the Declarant. Thereafter, members of the Board of Directors elected by the Members during the first annual meeting of the Association and thereafter, shall serve for a term of one (1) year. Advance notice of nominations of the election of directors, other than by the Board of Directors, shall be given in the manner provided in the By-Laws of the Association.

6.3 **EXERCISE OF POWERS DUTIES.** All of the duties and powers of the Association existing under Chapter 617, Florida Statutes, as amended from time to time, the Articles and the By-Laws, together with all of the duties and powers of the Declarant, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by the members of the Association only when specifically required.

6.4 **ELECTIONS.** All elections and voting rights of Members of the Association relating thereto shall be governed by the By-Laws of the Association.

6.5 **VACANCIES.** Directors may be removed and vacancies on the Board of Directors shall be filled in accordance with the provisions of the By-Laws of the Association.

6.6 **RESIGNATION.** A Director may resign by giving five (5) days prior written notice to the Board of Directors.

ARTICLE 7

ARCHITECTURAL REVIEW COMMITTEE

7.1 **GENERALLY.** In order to ensure that the development of the Center will proceed pursuant to a plan of development with appropriate architectural, environmental and aesthetic standards consistent with the common development scheme in the Center, the Architectural Review Committee ("ARC") shall review, approve, and control the exterior design, placement, construction, erection and installation of any and all buildings, structures, and Improvements of any kind, including landscaping and signs, upon any portion of the Subject Property. Members of the ARC shall be appointed by the Declarant during the period prior to the Turnover Date (as set forth under **Section 11.1**) and thereafter, by the Board of Directors.

7.2 **REVIEW PROCEDURE.** Prior to construction, placement, exterior renovation or exterior remodeling of any Improvements on any Parcel of land within the Subject Property, the Owner of such Parcel shall submit three (3) copies of the site plans and preliminary architectural plans including any grading, paving, drainage and landscaping plans (collectively the "Plans") for the proposed Improvements to the ARC, together with any other information reasonably required by the ARC in order to ensure compliance with this Declaration. If the Owner or Occupant of a Parcel shall be a national chain (or a franchisee or licensee of a national chain) submission of plans and prior approval of the ARC shall not be required for the replacement of any sign located on any Parcel, if such replacement is part of a program of similar sign replacements being conducted in a substantial number of locations owned or operated by such national chain.

The ARC shall, not later than fifteen (15) days after receipt of all required materials as hereinabove set forth, notify the Owner requesting said architectural review in writing of its

approval (which approval shall not be unreasonably withheld), disapproval or approval with modifications of said Plans. The failure of the ARC to either approve or disapprove the Plans shall be deemed to be and constitute an approval of same. If the Owner or other Occupant shall be a national chain (or franchisee or licensee of such national chain) the ARC shall approve any architectural design and general site plan (provided it conforms to local governmental requirements) proposed by such Owner which plan substantially conforms to the design of one of such national chain's prototype structures.

7.3 DURATION OF APPROVAL. Any approval of plans, specifications and other materials by the ARC shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other Improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the ARC on resubmission in any respect.

7.4 INTERIOR ALTERATIONS EXEMPT. Nothing contained in this Article 7 shall be construed so as to require the submission to or approval by the ARC of any plans, specifications or other materials for the construction, reconstruction, or alteration, renovation or remodeling of the interior of any building, structure or other Improvement constructed on any Parcel or Common Area which building, structure or other improvement was previously approved by the ARC, unless any proposed interior construction, renovation, remodeling or alteration will have the effect of changing or altering the exterior appearance of such building structure or other Improvement.

7.5 EXCULPATION FOR APPROVAL OR DISAPPROVAL OF PLANS. The Declarant, any and all members of the ARC and any and all officers, directors, employees, agents and members of the Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whatsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this **Article 7**, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval, but nothing herein contained shall be deemed to relieve such persons from liability for gross negligence or willful misconduct in the performance of their duties. Each person who shall submit plans, specifications or other materials to the ARC for consent or approval pursuant to the provisions of this **Article 7**, by the submission thereof, and each Owner by acquiring title to any Parcel or any interest therein, shall be deemed to have agreed that, except in the case of gross negligence or willful misconduct, as aforesaid, he or it shall not be entitled to and shall not bring any action, proceeding or suit against the Declarant, the ARC, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the ARC shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration, and shall not be reviewed or approved for their compliance with any applicable governmental regulation.

7.6 **VARIANCE**. The ARC shall have the right, in its sole discretion, to grant variances from the requirements set forth in this Article 7, provided however, that the criteria upon which the granting of any variance are based shall at all times be applied to all Owners, including Declarant, in a uniform non-discriminatory manner.

ARTICLE 8

PARCEL MAINTENANCE

8.1 **OWNER MAINTENANCE RESPONSIBILITIES**. Except for any Common Areas located in any Parcel, Owners of any Parcel of land within the Subject Property, together with the Occupants thereof, shall jointly and severally, have the duty and responsibility, at their sole cost and expense, to keep such Parcel, including all buildings, improvements, driveways, roadways, parking areas, signs and landscaping located thereon and used in connection therewith, in a well-maintained, safe, clean and attractive condition at all times, reasonable wear and tear excepted. Center areas are the combined responsibility of all the owners or tenants of owners and shall be kept in a clean and safe manner. The owners or their tenants shall have the right to place tables and chairs adjacent to their parcel on the courtyard but must daily clean and police the area. Each owner or tenants of owner must provide Trash receptacles for their area and must be cleaned and maintained regularly. The Owners or Owners tenants shall be responsible to build and maintain the grease trap if applicable.

8.2 **ENFORCEMENT**. If, any Owner or Occupant has failed to discharge any of the herein prescribed maintenance duties or responsibilities, then the Association may give such Owner or Occupant written notice of such failure and such person must, on or before thirty (30) days after receiving such notice, commence and thereafter diligently pursue to completion the care and maintenance required. Should any such

Owner or Occupant fail to discharge this duty and responsibility within such period, then the Association, through its authorized agent, upon not less than five (5) days prior written notice of intent to do so, shall have the right and power to enter upon the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass or otherwise to any person or entity. The Owners and Occupants for which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner or Occupant shall fail to reimburse the Association on or before thirty (30) days after its receipt of a statement for such work, then said indebtedness shall be a debt of all of said persons jointly and severally, and upon compliance by the Association with the filing procedures set forth under **Section 10.2** hereof, shall constitute a lien against the Parcel on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in **Article 9** hereof (including, without limitation subordination as provided in **Section 9.9**), and the Association shall have identical powers and rights in all respects including, without limitation, the right of foreclosure.

8.3 **ACCESS AT REASONABLE HOURS.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agent, shall have the right, after reasonable notice to the Owner, to enter upon any Parcel or the exterior of any Improvements thereon during reasonable hours.

8.4 **SELF HELP.** If the Association fails to maintain the facilities it is required to maintain, an Owner shall have the right to perform such maintenance and then be reimbursed by the Association. The foregoing notwithstanding, any such action undertaken by an Owner shall

only be undertaken after said Owner has provided the Association with thirty (30) days prior written notice that the Association has failed to undertake its maintenance obligations. If within thirty (30) days after its receipt of the aforesaid written notice, the Association has not complied with its obligations as set forth herein, the Owner who provided written notice may undertake said maintenance obligation and such Owner shall be entitled such lien rights as afforded the Association under **Section 8.2**, provided that such Owner shall comply with the same filing procedures required of the Association under **Section 8.2** and **Section 10.2**.

ARTICLE 9

COMMON AREA MAINTENANCE ASSESSMENTS

9.1 ASSESSMENTS FOR COMMON EXPENSES. In order to provide for and assure the availability of the funds necessary to pay all costs and expenses associated with the Association's obligation to own, care for, maintain, repair, restore, replace, preserve and protect the Common Areas, as set forth in **Section 4.2** hereof, each Parcel and each Owner of such Parcel shall, by the acceptance of a deed or other conveyance of title to its Parcel, whether or not it shall be expressly stated in any such deed or other conveyance, be obligated for and be deemed to have covenanted and agreed to pay to the Association all Assessments, whether regular or special, duly established and properly imposed by the Association pursuant to this Declaration. All such Assessments shall be established, levied, enforced and collected pursuant to the provisions of this Declaration, the Articles and the By-Laws. The costs for the initial construction of any of the Common Area improvements shall be not included as part of any Assessment.

9.2 COMMON EXPENSES. The Common Expenses for which Assessments shall be established, levied, enforced and collected by the Association shall be all costs and expenses

incurred by the Association in the discharge and performance of its duties and obligations pursuant to this Declaration, the Articles and the By-Laws.

9.3 LIEN FOR ASSESSMENTS. All Assessments established, made, levied, and imposed by the Association pursuant to this Declaration, together with interest, late charges, costs and expenses of collection, including attorneys' fees associated with the collection thereof (whether suit be brought or not), shall be a charge and a continuing lien upon each Parcel against or with respect to which any such Assessment is made or levied.

9.4 PERSONAL LIABILITY FOR ASSESSMENTS. In addition to the foregoing lien for such Assessments, each such Assessment, together with interest, late charges, costs and expenses, including attorneys' fees associated with the collection thereof (whether suit be brought or not), as aforesaid, shall also be the personal obligation and liability of the Owner of the Parcel at the time such Assessment is made, levied or imposed. Such personal liability for Assessments made, levied or imposed pursuant to this Declaration prior to the sale, transfer or other conveyance of a particular Parcel shall not, by virtue of any such sale, transfer or other conveyance, pass to such Owner's successor or successors in title unless such personal liability of the Owner shall be expressly assumed as the personal obligation of such successor or successors in title; provided, however, that no such assumption of personal liability by such successor or successors in title shall relieve any Owner otherwise personally liable for payment of Assessments from the personal liability and obligation for the payment of same.

9.5 REGULAR ASSESSMENTS. The Association shall be and is hereby authorized, empowered and directed to establish, levy, make, impose, enforce and collect during each calendar year an annual regular assessment (the "**Regular Assessment**") for Common

Expenses to be incurred by the Association during such calendar year in the performance of its duties and obligations pursuant to this Declaration, the Articles and the By-Laws.

9.5.1 NOTICE OF REGULAR ASSESSMENTS. Not later than December of each calendar year, the Association shall provide written notice to each Owner setting forth the amount of the Regular Assessment established, made, levied and imposed for the next succeeding calendar year and the dates upon which installments for same shall become due and payable, along with a budget of Common Expenses underlying such Regular Assessment (the “**Operating Budget**”).

9.5.2 INITIAL AND ANNUAL REGULAR ASSESSMENT. The initial Regular Assessment and each annual Regular Assessment for each calendar year thereafter shall be set by the Board of Directors based upon the Operating Budget. Each Owner shall be assessed an amount equal to such Parcel Owner’s Share of the initial Regular Assessment and each annual Regular Assessment thereafter.

9.6 SURFACE WATER OR STORMWATER ASSESSMENT. In addition to other assessments for which provision is made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect from time to time a surface water and stormwater assessment (the “**Surface Water and Stormwater Assessment**”). Each Owner shall be assessed an amount equal to such Parcel Owner’s Share of such Surface Water and Stormwater Assessment. Said Surface Water and Stormwater Assessments will be to cover the costs of maintenance and operation of the Surface Water or Stormwater Management System and to establish a reserve in an amount necessary, as determined by the Board of Directors in the exercise of reasonable commercial discretion, to

provide for the repair, maintenance and replacement of the Surface Water or Stormwater Management System.

9.7 SPECIAL ASSESSMENTS. In addition to other Assessments for which provision is made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect from time to time special assessments for any purpose directly related to the discharge of its duties and obligations pursuant to this Declaration (the “**Special Assessment**”), provided, however, that any such Special Assessment shall have the prior approval by two-thirds (2/3) of the Class A Members voting as a class and two-thirds (2/3) of the total voting power of the Class B Members voting as a class at a meeting of the Association duly called for such purpose and of which written notice specifying the nature and amount of the proposed Special Assessment is sent to all Members of the Association at least thirty (30) days in advance of such meeting. All sums collected as Special Assessments shall be used only for the purpose for which such Special Assessment is established, made, levied, imposed, enforced and collected and shall be deposited in a separate interest bearing bank account, not commingled with any other funds of the Association, and held in trust by the Association for such purpose. Each Owner shall be assessed an amount equal to such Parcel Owner’s Share of such Special Assessment.

9.8 INDIVIDUAL PARCEL ASSESSMENTS. In addition to any other Assessments for which provisions are made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect against and from a particular Parcel and the Owner of such Parcel an individual Parcel assessment (the “**Individual Parcel Assessment**”) for:

(a) costs and expenses reasonably and necessarily incurred by the Association in bringing a particular Owner or his particular Parcel into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or non-compliance with the provisions of this Declaration, following the failure of such Owner, within ten (10) days following written notice from the Association of the nature of the violation of or non-compliance with this Declaration, to commence and thereafter diligently pursue to completion the cure or remedy of such violation or non-compliance;

(b) costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Parcel or the Owner of such Parcel;

9.9 INTENTIONALLY DELETED

9.10 SUBORDINATION OF ASSESSMENT LIEN. The lien upon any Parcel of and for all Assessments provided for in this Declaration shall be and is hereby made junior, inferior and subordinate in all respects to the lien of any bona fide first mortgage on such Parcel held by an institutional. The sale, transfer or conveyance of title to a particular Parcel shall not affect the effectiveness, viability or priority of any Assessment lien or the personal liability of the Owner of such Parcel for the payment of any Assessment; provided, however, that the sale, transfer or conveyance of title to a particular Parcel pursuant to judicial proceedings in foreclosure of a bona fide first mortgage on such Parcel held by an institutional lender shall extinguish the lien of such Assessments (but not the personal liability of the Owner of such

Parcel) as to payments on account thereof which became due and payable prior to such foreclosure sale, transfer or conveyance. However, no such foreclosure sale, transfer or conveyance shall relieve such Parcel or any successor Owner of that Parcel from the personal obligation or liability for the payment of any Assessments accruing or becoming due and payable subsequent to such sale, transfer or conveyance or from the lien thereof.

9.11 NO DEFENSES OR OFFSETS. All Assessments shall be payable in the amounts and at the times specified in any Notice of Assessment and no defenses or offsets against the payment of such amount shall be permitted for any reason whatsoever.

ARTICLE 10

NON-PAYMENT OF ASSESSMENTS

10.1 DELINQUENCY. Any Assessment established, made, levied or imposed by the Association pursuant to and in accordance with this Declaration which is not paid on its due date shall be delinquent. With reasonable promptness after any Assessment becomes delinquent, the Association shall provide written notice of such delinquency to the Owner of the Parcel with respect to which such delinquent Assessment has been made, levied and imposed. If the delinquent Assessment is not paid within ten (10) days following the delivery of such notice of delinquency, the Association, in its discretion, shall be entitled to immediately impose a late charge for the administration of such delinquent Assessment in an amount equal to five percent (5%) of the delinquent Assessment, but in no event less than \$50.00. Additionally, any such unpaid Assessment shall bear interest from the date of delinquency at the highest rate then allowed by the laws of the State of Florida or such lesser rate as shall be determined by the Board of Directors of the Association, in its discretion.

10.2 NOTICE OF LIEN. At any time following the expiration of a period of ten (10) days following the aforesaid delivery of the notice of delinquency, the Association shall be entitled to cause a Claim of Lien for such delinquent Assessments to be filed among the Public Records of Lake County, Florida. Any such Claim of Lien shall, among other things, state and identify the legal description of the Parcel against or with respect to which the lien is claimed, the name of the record Owner of, such Parcel as best known to the Association as determined from its records, the amount of the lien claimed, including interest, late charges, and costs and expenses associated with collection, including attorneys' fees, if any, accrued to the date of the execution of such Claim of Lien. Any claim of Lien filed pursuant to this **Section 10.2** shall be subject to **Section 9.10** of this Declaration.

10.3 FORECLOSURE OF ASSESSMENT LIEN. At any time subsequent to the filing of the aforesaid Claim of Lien among the Public Records of Lake County, Florida against or with respect to a particular Parcel, the Association shall be entitled to bring an action in the Circuit Court in and for Lake County, Florida to foreclose the lien of the Association for delinquent Assessments evidenced by such Claim of Lien in the same manner as mortgage liens are foreclosed. Any judicial sale pursuant to such foreclosure action shall be conducted as ordered by the Court or in accordance with the provisions of Section 45.031 Florida Statutes, as amended or replaced from time to time. The Association shall have the right and power to bid at any foreclosure sale with respect to any lien foreclosed by it using its judgment for the delinquent Assessment, Association funds, or funds otherwise borrowed by the Association for that purpose, and if the successful bidder at such foreclosure sale, to acquire, own, hold, lease, sell, mortgage and convey any Parcel upon or with respect to which it has foreclosed its lien for delinquent Assessments.

10.4 COLLECTION FROM OWNER. The Association shall, at any time following the delivery of the aforesaid notice of delinquency, also be entitled to bring an action at law for the recovery and collection of such delinquent Assessment in the Circuit Court of the Judicial Circuit in and for Lake County, Florida against the Owner of the Parcel personally obligated for the payment of such delinquent Assessment. Each Owner of a Parcel, by the acceptance of a deed or other conveyance of the Parcel owned by such Owner shall be deemed to have agreed and consented to the jurisdiction of said Court over the person of such Owner for purposes of any action at law for the recovery and collection of any delinquent Assessment for the payment of which such Owner is personally obligated.

10.5 JUDGMENT AMOUNT. Whether in an action at equity to foreclose the lien of the Association for delinquent Assessments or in an action at law for the recovery and collection of any such delinquent Assessment from the Owner of the Parcel personally obligated for the payment of the same, the Association shall be entitled to recover in such proceedings the amount of such delinquent Assessment, together with late charges and interest thereon, if any, and such costs and expenses, including reasonable attorneys' fees, associated with the enforcement, recovery and collection thereof as may be awarded by the Court.

10.6 REMEDIES CUMULATIVE. The remedies herein provided for the collection and enforcement of Assessments and the foreclosure of the lien therefor shall be cumulative and not alternative; it being expressly provided that any suits brought for the collection of Assessments against the Owner personally obligated and liable for the payment of the same and for the foreclosure of the lien herein provided against the Parcel involved may be brought simultaneously as separate counts in the same action.

10.7 PROOF OF COMPLIANCE. Upon written request by any Owner, the Association shall provide within ten (10) business days an estoppel letter as to compliance with the requirements set forth herein.

ARTICLE 11

AMENDMENT

11.1 AMENDMENT BY DECLARANT. Until the earlier of (i) voluntary conversion of Class B membership by the Declarant, (ii) the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, (iii) Declarant no longer owns any Parcel (iv) December 31, 2025 (the “**Turnover Date**”), the terms, provisions, covenants, conditions, restrictions and reservations set forth in this Declaration may be changed, amended or modified from time to time by the Declarant in its sole (but commercially reasonable) discretion and without requiring the joinder or consent of any person or party whatsoever, provided any such change, amendment or modification does not materially diminish any Owner’s rights or obligations under this Declaration, or adversely affect any Owner’s use of its Parcel or its rights with respect thereto.

11.2 AMENDMENT BY ASSOCIATION. The terms, provisions, covenants, conditions, restrictions and reservations as set forth in this Declaration may be changed, amended or modified at any time and from time to time by the Association upon the affirmative written consent or vote of not less than seventy-five percent (75%) of the total voting power of the Members of the Association; provided, however, that any amendment to the Declaration prior to the Turnover Date, as set forth under **Section 11.1**, shall only be effective with the Declarant's express written joinder and consent.

11.3 INTENTIONALLY OMITTED.

11.4 CONSENT OF DISTRICT. Any amendment to the Declaration which alters any provision relating to 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 District.

ARTICLE 12

EASEMENTS

12.1 ACCESS AND PARKING. Declarant hereby declares and creates, for the benefit of the Owners of all or any portion of the Subject Property and the Association, a non-exclusive and perpetual easement for pedestrian and vehicular ingress and egress in common with others, over, upon and across the “**Joint Access Easement Area**” depicted in the Center Site Plan and more particularly described in **Exhibit “C”**.

12.2 UTILITIES. The Declarant hereby declares and creates for the benefit of each Owner of a portion of the Subject Property and the Association a non-exclusive, perpetual easement for (i) surface water and stormwater drainage across and into the “**Drainage Easement Area**” depicted on the Center Site Plan and as more particularly described in the attached **Exhibit “D”**; (ii) surface water and stormwater drainage across and into the Joint Access Easement Area; (iii) surface water and stormwater retention in all surface water and stormwater drainage retention structures and areas; and (iv) the purposes of connecting to and making use of all underground storm sewer lines, sanitary sewer pipes, irrigation pipes, water and gas mains, electric power lines, telephone lines, cable television and other communication lines and all other utility lines, wires, pipes, and conduits which may from time to time be in, the Joint Access

Easement Area, the Drainage Easement Area and the “**Utility Easement Area**” as depicted on the Center Site Plan and as more particularly described in the attached **Exhibit “E”**.

The Declarant hereby declares and creates for the benefit of the Association non-exclusive, perpetual easement over, in, to, under and across the Common Areas for the purpose of installation, operation, use, maintenance, repair, replacement, removal and relocation of the (i) Surface Water or Stormwater Management System, and (ii) all underground storm sewer lines, sanitary sewer pipes, irrigation pipes, water and gas mains, electric power lines, telephone lines, cable television and other communication lines and underground utility lines and all facilities relating thereto.

12.3 MASTER SIGN EASEMENT TERMS. Declarant shall have the right and option to declare and create, at any time prior to the Turnover Date, one or more sign easement areas in the Subject Property then owned by Declarant (the “**Master Sign Easements**”), for the purposes of installing, maintaining and operating one or several master sign facilities for the benefit and use of Parcels, (the “**Master Sign Facilities**”).

12.3 EASEMENT FOR ACCESS AND DRAINAGE. 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 Parcel 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 District permit. Without limiting the generality of the foregoing, such operation, repair, replacement and maintenance shall be performed in a manner which will minimize interference with or diminution of access to the Parcel on which such work is being performed.

Open trenches created by repair and maintenance work shall be filled as rapidly as is feasible and shall be covered with steel plates or other appropriate material if such trenches interfere with ingress and egress to and from the Owner's property. 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 District.

ARTICLE 13

RESTRICTIVE COVENANTS

The Subject Property shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and its heirs, personal representatives, tenants, invitees, successors and assigns, as follows:

13.1 LANDSCAPING Unless otherwise agreed by Declarant, landscaping on each Parcel and stormwater drainage and retention features located on and serving only that Parcel shall be continuously maintained in good, aesthetically pleasing condition by the Owner thereof. Owners shall maintain their landscaping by mowing and edging to prevent overgrowth and trees and shrubbery shall be maintained to prevent obstruction of roads and walkways. All landscaped and grassed areas on each Parcel shall be watered by means of an automatic underground sprinkler system which shall be employed so as to keep all vegetation in such condition as is consistent with the Common development scheme in the Center. Landscaping shall be installed prior to occupancy or completion of any buildings (as evidenced by a certificate of occupancy or its equivalent), whichever occurs first.

13.2 OBNOXIOUS OR OFFENSIVE ACTIVITY. No activity which is considered obnoxious or offensive by general community standards shall be allowed upon the Subject

Property, nor shall any use or practice be allowed which interferes with the peaceful possession and proper use and enjoyment of the Subject Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Parcel or any improvements thereon or of the Common Area, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

The use, enjoyment and occupancy of the Subject Property shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof: noise or sound that is objectionable because of its unusual volume, duration, intermittent beat, frequency or shrillness in the context of businesses operating in a commercial retail Center; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; or vibration. The normal activities surrounding construction of a commercial structure shall not violate the prohibition contemplated herein.

13.3 RULES AND REGULATIONS. Reasonable rules and regulations may be promulgated by the Board of Directors of the Association as to the use and enjoyment of the Subject Property. Such rules and regulations shall be observed by the Owners and occupants thereof, so long as such rules and regulations are reasonable in scope and are reasonably related to the overall use and enjoyment of the Subject Property and provided that such rules and regulations are applied and enforced in a uniform and non-discriminatory manner. Such rules and regulations may involve such matters as air conditioning units, temporary structures, nuisances, garbage and trash disposal, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board of Directors to promulgate and enforce rules and regulations. Such rules and regulations may augment or clarify the terms of this

Declaration or any provision, covenant or restriction herein contained. Copies of such rules and regulations shall be made available to each Owner prior to the time same become effective.

13.4 GARBAGE AND TRASH. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Subject Property except in covered or sealed sanitary containers located in an area designated by Declarant. All such sanitary containers must be stored within each building, buried underground, or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integrated with the concept of the building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. Rules regarding periodic pick-up of trash removal shall be set from time to time by the Board of Directors of the Association.

13.5 STORAGE RECEPTACLES. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the Board of Directors.

13.6 VEHICLES AND REPAIR. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Parcel.

13.7 TEMPORARY STRUCTURES. No building or structure of a temporary character, including-trailers, tents and shacks shall be permitted in the Subject Property; provided, however, temporary improvements used solely in connection with the construction of permanent improvements shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction.

13.8 AIR-CONDITIONING EQUIPMENT. No air conditioning equipment which is visible on the exterior of any improvement shall be permitted in the Subject Property unless approved by the Board of Directors. Approval shall be based upon adequacy of screening and/or landscaping of such equipment. The Board of Directors may prohibit window air conditioning units altogether or impose stricter standards.

13.9 SUBDIVISION. No part of the Subject Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns a Parcel, and thereafter by the Board of Directors. Nothing in the Declaration shall prohibit or otherwise impair Declarant from further subdividing or modifying the boundaries any unimproved Parcel then owned by Declarant.

13.10 COMPLETION OF CONSTRUCTION. After commencement of construction of any improvements in the Subject Property, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall be completed no later than eighteen (18) months after commencement of construction thereof. The Owner of the Parcel on which improvements are being constructed shall at all times keep public and private streets contiguous to the Parcel free from any dirt, mud, garbage, trash or other debris which might be occasioned by construction of the improvements and shall keep the Common Area free from obstruction for at least one-way vehicular traffic for the purposes of access, ingress and egress to and from the Center and to and from each Parcel.

13.11 EXCAVATION. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the approved plans for landscaping.

13.12 STORAGE AND LOADING AREAS. Unless specifically approved in writing by the Board of Directors no materials, supplies or equipment (except during the construction of improvements) shall be stored in any area of any Parcel except inside an approved and building, or behind a visual barrier screening such areas from the view of the adjoining Parcels and any street.

13.13 UTILITY SERVICE. No “service lines” shall be constructed, placed or maintained anywhere in or upon the Subject Property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements; provided electrical transformers may be permitted if properly screened and approved by the Board of Directors. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved improvements. The foregoing requirement to place “service lines” underground shall not apply to “transmission lines” now or hereafter existing on the Subject Property. As used herein, the term “service line” shall include lines, wires, or other devices for the communication or transmission of electric current or power on any site or part thereof, including without limitation telephone and television signals. As used herein, the term “transmission line” shall include such master lines, wires etc. as transmit the current or power to the Parcels or parts thereof, and from which the “service lines” run.

13.14 FENCES. All fencing or other enclosures shall be of such dimension, composition and configuration as approved by the Board of Directors.

13.15 VARIANCES. The Association may grant variances for the restrictions contained herein but the granting of such variances shall not be deemed to set a precedent or be deemed to imply acquiescence regarding the enforcement of these restrictive covenants. The

criteria upon which any variance is granted to Owners shall at all times be applied to all Owners, including Declarant, in a uniform non-discriminatory manner.

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 CONSTRUCTIVE NOTICE AND ACCEPTANCE. Every person, corporation, partnership, limited partnership, trust, association, or other legal entity, who or which shall hereafter have, claim, own or acquire any right, title, interest or estate in or to any portion of the Subject Property, whether or not such interest is reflected upon the Public Records of Lake County, Florida, shall be conclusively deemed to have consented and agreed to each and every term, provision, covenant, condition, restriction and reservation contained or by reference incorporated in this Declaration, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited partnership, trust, association or other legal entity shall have acquired such right, title, interest or estate in the Subject Property or any portion thereof.

14.2 PERSONAL COVENANTS. To the extent that the acceptance or conveyance of a Parcel creates a personal covenant between the Owner of such Parcel and the Declarant, the Association or any other Owner or Owners, such personal covenant shall terminate and be of no further force or effect from or after the date when a person or entity ceases to be an Owner, except to the extent that this Declaration may provide otherwise with respect to the personal obligation of such Owner, for the payment of Assessments for which provision is expressly made in this Declaration.

14.3 GOVERNING LAW. This Declaration and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida.

14.4 CONSTRUCTION. The provisions of this Declaration shall be liberally construed so as to effectuate and carry out the objects and purposes specified in **Article 2** of this Declaration.

14.5 ATTORNEYS' FEES. In the event that legal proceedings are instituted to enforce any of the provisions set forth in this Declaration, as amended or modified from time to time, or to enjoin any violation or attempted violation or default or attempted default of the same, the prevailing party in such proceeding shall be entitled to recover, from the losing party such reasonable attorneys' fees and court costs as may be awarded by the Court rendering judgment in such proceedings.

14.6 NO WAIVER. Failure by the Declarant or the Association to enforce any term, provision, covenant, condition, restriction or reservation herein contained in any particular instance or on any particular occasion shall not be deemed a waiver of the right to do so upon any subsequent violation or attempted violation or default or attempted default of the same or any other term, provision, covenant, condition, restriction, easement or reservation contained herein.

14.7 CUMULATIVE RIGHTS AND REMEDIES. In connection with the enforcement of this Declaration, all rights and remedies of the Declarant, the Association and the Owners, to the extent provided herein, shall be cumulative, and no single right or remedy shall be exclusive of any other, and Declarant, the Association, and the Owners, to the extent specifically provided in this Declaration, shall have the right to pursue anyone or all of such

rights or remedies or any other remedy or relief which may be provided by law, whether or not expressly stated in this Declaration or otherwise.

14.8 EFFECT OF INVALIDATION. If in the course of an attempt to enforce this Declaration, any particular provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

14.9 NOTICE. Any notice required or permitted to be given pursuant to the provisions of this Declaration shall be in writing and shall be deemed to have been properly and timely delivered by either party to the other if such notice shall have been delivered by overnight express mail (which shall include Federal Express or United Parcel Service or any other nationally recognized overnight Courier Service) or certified mail, return receipt requested and notices shall be effective upon receipt (as evidenced by return receipt if sent via mail). Rejection or refusal to accept will have the effect of receipt. The notices shall be delivered to the interested parties as follows:

(a) Notice to an Owner shall be delivered to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Parcel. In the case of co-owners any such notice may be delivered or sent to anyone of the co-owners on behalf of all co-owners and shall be deemed to be and constitute delivery on all such co-owners.

(b) Notice to the Association shall be to the address furnished by the Association or to the address of its principal place of business which initially is: 17532 Cobblestone Lane, Clermont, FL 34711. If the Association changes its address for notice purposes, it shall give written notice thereof to the Declarant and each Owner.

(c) Notice to the Declarant shall be to the address furnished by the Declarant to the Association or the address of its principal place of business which initially is: 17532 Cobblestone Lane, Clermont, FL 34711. If the Declarant changes its address for notice purposes, it will send written notice thereof to the Association and each Owner.

14.10 DURATION. The terms, provisions, covenants, conditions, restrictions or reservations set forth in this Declaration shall run with the land and shall continue and be binding upon the Declarant and the Association and upon each Owner from time to time of any Parcel or portion thereof and the respective successors and assigns and all other persons, parties or legal entities having or claiming any right, title or interest in the Parcels, by, through or under any of them, for a period of Fifty (50) years from the date this Declaration is recorded among the Public Records of Lake County, Florida, after which time this Declaration and the easements, covenants, conditions, restrictions or reservations set forth herein, as the same shall have been changed, amended or modified from time to time, shall be automatically extended for successive periods of ten (10) years unless an instrument of termination executed by the Association upon the affirmative written consent or the vote of not less than 50% of the total voting power of the Members of the Association shall be recorded among the Public Records of Lake County, Florida prior to the end of the initial term or any subsequent extension term of this Declaration.

14.11 ASSIGNMENT OF DECLARANT'S RIGHTS AND INTERESTS. The rights and interests of the Declarant under this Declaration may be transferred and assigned by the Declarant to any successor or successors to all or part of the Declarant's interest in the Subject Property only by an express transfer, conveyance or assignment incorporated into any recorded deed or other instrument, as the case may be, transferring, conveying or assigning such rights and interests to such successor.

14.12 INDEMNIFICATION. Any party who performs work on another's property shall promptly restore any portion of the property damaged or disturbed as a result of such work, and shall indemnify the Owner of the Subject Property on which such work is performed against any loss, damage, claim, suit, cost and expense (including reasonable attorneys' fees) arising out of the work performed.

14.13 NO WARRANTIES. This Declaration is made for the purposes set forth in **Article 2** of this Declaration and the Declarant makes no warranties or representations, express or implied as to the binding effect or enforceability of all or any portion of the terms and provisions of or the easements, covenants, conditions, restrictions and reservations set forth in this Declaration, or as to the compliance of any of the same with public laws, ordinances and regulations applicable thereto.

14.14 ENFORCEMENT. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

14.15 NO DEFAULT. No default or violation of any of the terms of this Declaration, the Articles or the By-Laws shall constitute the basis for cancellation or termination of this Declaration, the Articles or the By-Laws.

IN WITNESS WHEREOF the Declarant has caused this Declaration to be made and executed as of the day and year first above written.

Signed, Sealed and Delivered in the presence of:

WOODY & WALLACE LAND DEVELOPMENT, L.L.C., a Florida Limited Liability Company

Melissa Albrecht

Melissa Albrecht
Printed Name

By: *David Wallace*

Printed Name: DAVID WALLACE
Title: *manager*

Printed Name

STATE OF FLORIDA)
) S.S.:
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this 24th day of January, 2007, by, David W. Wallace, as Manager of WOODY & WALLACE LAND DEVELOPMENT, L.L.C., a Florida Limited Liability Company, who ___ is personally known to me.

Melissa Albrecht

NOTARY PUBLIC
Printed Name: *Melissa Albrecht*
My Commission Expires: December 14, 2008
[NOTARIAL SEAL]

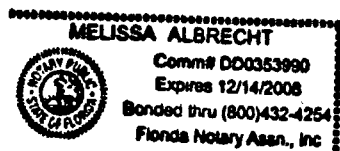


EXHIBIT "A"

Legal Description of entire Property

THAT PART OF SECTION 28, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

TRACTS 31 AND 32 LYING NORTH OF HOOK STREET RIGHT OF WAY, LAKE HIGHLANDS COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 28, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA;

LESS AND EXCEPT RIGHT OF WAY FOR HANCOCK ROAD;

LESS AND EXCEPT THOSE LANDS CONVEYED TO THE CITY OF CLERMONT, FLORIDA IN THAT CERTAIN TRUSTEE'S SPECIAL WARRANTY DEED RECORDED JUNE 24, 2003 IN OFFICIAL RECORDS BOOK 2345, PAGE 748;

LESS AND EXCEPT THE FOLLOWING;

A PORTION OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 28, T22S, R26E, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S0°50'10"W, ALONG THE EASTERLY LINE OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 1373.53 FEET TO A POINT; THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 28, N89°22'20"W, A DISTANCE OF 1322.98 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 50 (VARIABLE WIDTH RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 50, S0°36'20"W, ALONG THE WESTERLY LINE OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 28, A DISTANCE OF 794.95 FEET TO A POINT; THENCE LEAVING SAID WESTERLY LINE, ALONG THE NORTHERLY RIGHT OF WAY LINE OF HOOK STREET (100 FEET RIGHT OF WAY) AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1750.00 FEET, A CENTRAL ANGLE OF 01°44'22", A CHORD BEARING AND A DISTANCE OF N65°55'04"W, 53.12 FEET FOR AN ARC DISTANCE OF 53.13 FEET TO A POINT; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS 23.00 FEET, A CENTRAL ANGLE OF 99°48'59", A CHORD BEARING AND DISTANCE OF N63°18'15"E, 35.19 FEET, FOR AN ARC DISTANCE OF 40.07 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS 270.00 FEET, A CENTRAL ANGLE OF 28°32'46", A CHORD BEARING AND DISTANCE OF N00°52'38"W, 133.13 FEET FOR AN ARC DISTANCE OF 134.52 FEET TO A POINT; THENCE N15°09'01"W A DISTANCE OF 105.25 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 15°45'21", A CHORD BEARING AND A DISTANCE OF N07°16'20"W, 76.76 FEET, FOR AN ARC DISTANCE OF 77.00 FEET TO A POINT; THENCE N00°36'20"E A DISTANCE OF 447.26 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 50; THENCE S89°22'20"E, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

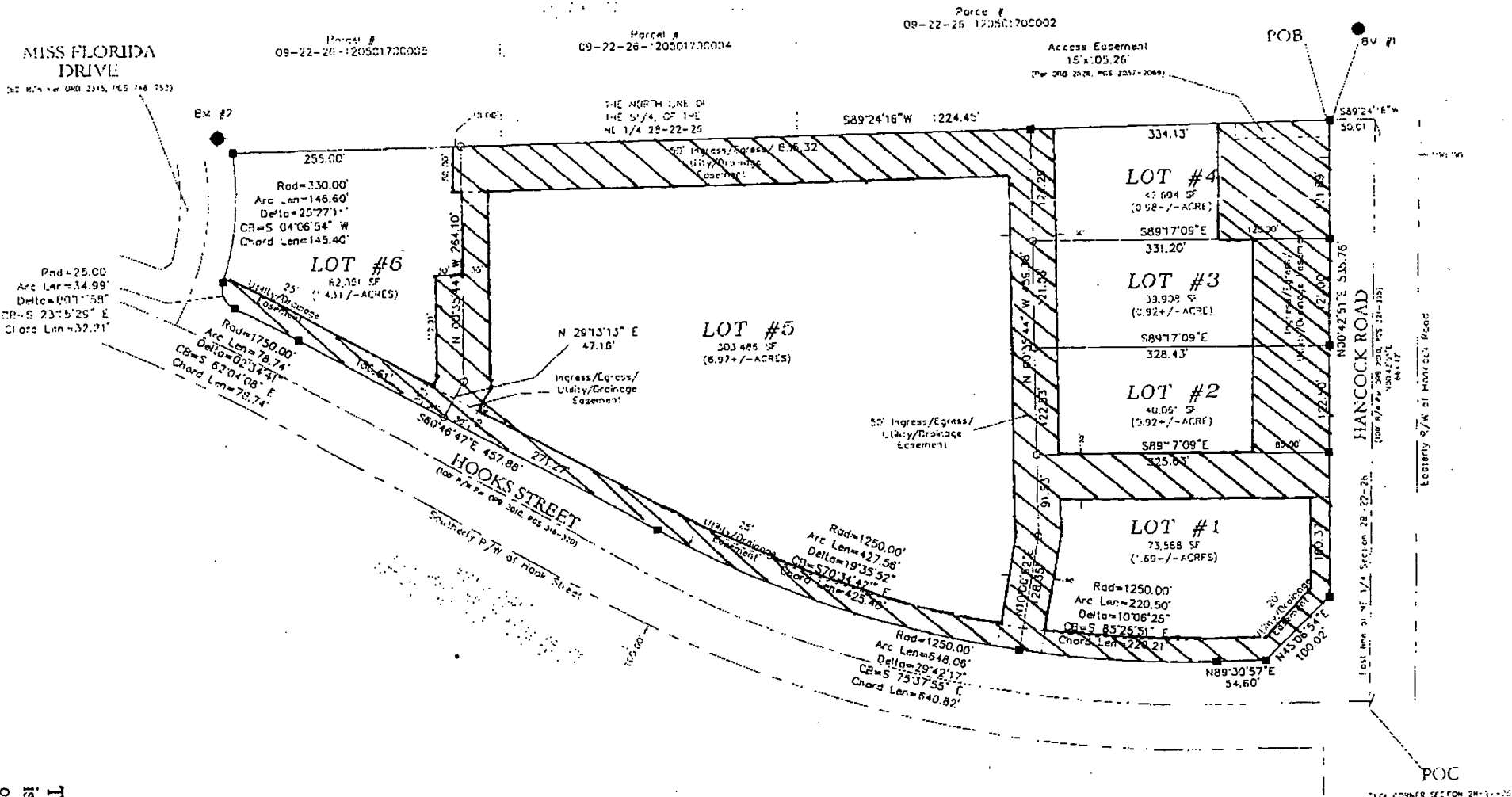
ALSO DESCRIBED AS;

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 28; THENCE RUN N00°42'51"E ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 664.12 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE RUN S89°24'16"W ALONG THE NORTH LINE OF SAID SOUTH 1/4 FOR A DISTANCE OF 50.01 FEET TO THE WEST RIGHT-OF-WAY LINE OF HANCOCK ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 2010, PAGE 321, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE S89°24'16"W ALONG SAID NORTH LINE FOR A DISTANCE OF 1224.45 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 330.00 FEET AND A CHORD BEARING OF S04°06'54"W; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°27'11" FOR A DISTANCE OF 146.60 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET AND A CHORD BEARING OF S23°15'29"E; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°11'58" FOR A DISTANCE OF 34.99 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1750.00 FEET AND A CHORD BEARING OF S62°04'08"E AND THE NORTH RIGHT-OF-WAY LINE OF HOOK STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 2010, PAGE 316, OF SAID PUBLIC RECORDS; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG SAID NORTH RIGHT-OF-WAY LINE: RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°34'41" FOR A DISTANCE OF 78.74 FEET TO THE POINT OF TANGENCY; THENCE RUN S60°46'47"E FOR A DISTANCE OF 457.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 1250.00 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°42'17" FOR A DISTANCE OF 648.06 FEET TO THE POINT OF TANGENCY; THENCE RUN N89°30'57"E FOR A DISTANCE OF 54.60 FEET; THENCE RUN N45°06'54"E FOR A DISTANCE OF 100.02 FEET TO THE AFOREMENTIONED WEST RIGHT-OF-WAY LINE OF HANCOCK ROAD; THENCE RUN N00°42'51"E ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 535.76 FEET TO THE POINT OF BEGINNING

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Hancock Towne Centre

Section 28, Township 22 South, Range 26 East
City of Clermont, Lake County, Florida.

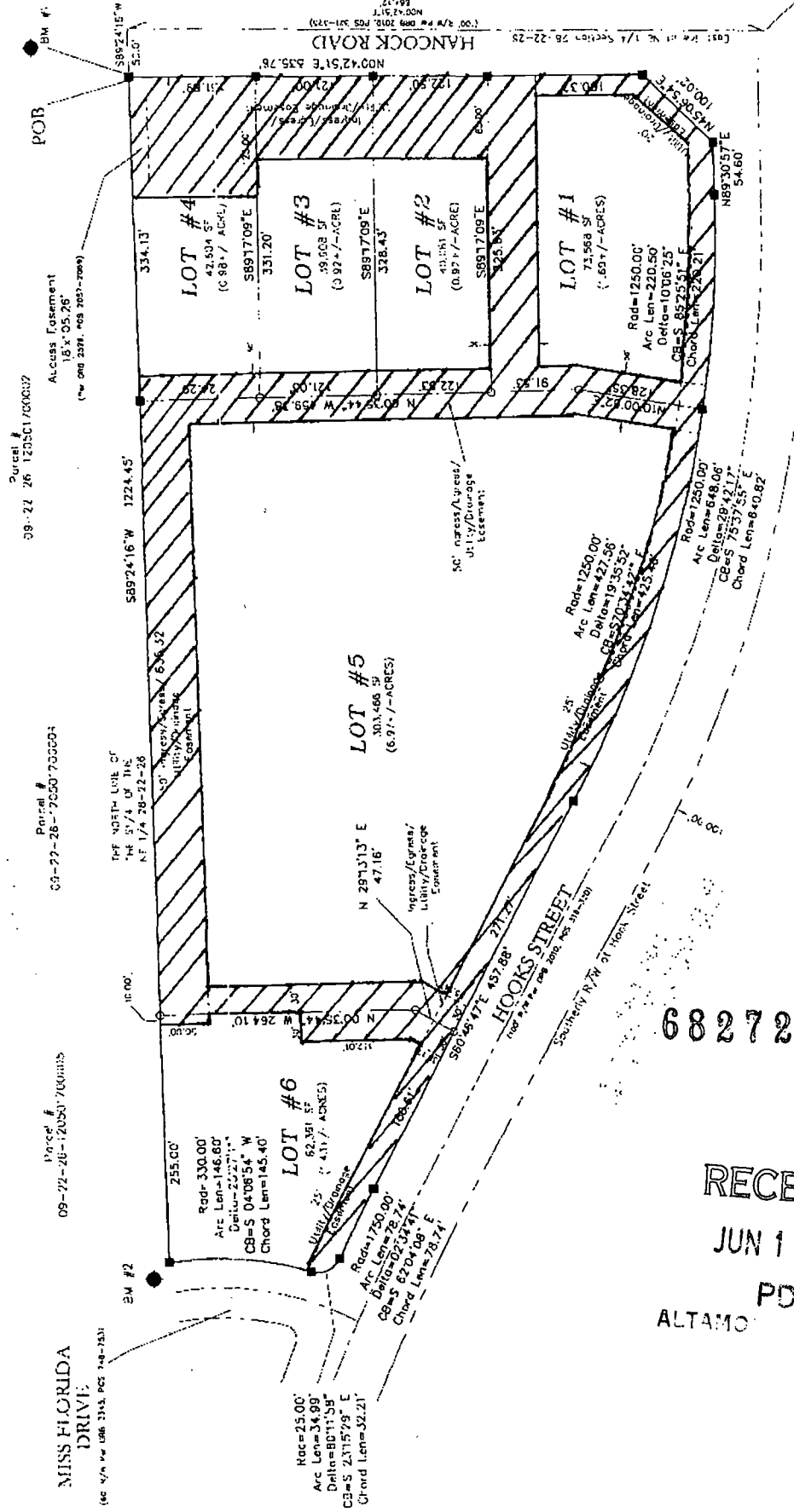


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Exhibit "D"
Drainage Easement Area

Hancock Towne Centre

Section 28, Township 22 South, Range 26 East
City of Clermont, Lake County, Florida.



Parcel # 39-22 26 1205C1/000032
Access Easement
18' x 05.26'
(New and 2008, not 2007-2008)

Parcel # 09-22-26-120507/000015
1/4 5/8 of the
N 1/4 28-22-26

Parcel # 09-22-26-120507/000015
1/4 5/8 of the
N 1/4 28-22-26

Parcel # 09-22-26-120507/000015
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Exhibit "E"
Utility Easement Area

POC
177-A CORNER SECTION 28-22-26