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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS & EASEMENTS FOR  
DEER TRAIL**

This Declaration of Covenants, Conditions, Restrictions & Easements for Deer Trail Homeowner's Association ("Deer Trail"), is made this 14 day of March 2015, by ROSECK, LLC, a Florida limited liability company ("Declarant").

**STATEMENT OF PURPOSE**

A. Declarant is the owner of all the property shown on the subdivision for Deer Trail, recorded at Plat Book 11 Page 9, of the Public Records of Levy County, Florida. Such property is subject to such easements, restrictions, reservations, and rights of way of record, together with those contained or provided for in this instrument and exhibits attached hereto.

B. Deer Trail is a project which is intended to be developed as a neighborhood consisting of homes and open spaces.

C. The lots within Deer Trail will be used for single-family dwellings. The common areas and open spaces will be transferred to a non-profit Florida corporation formed or to be formed by Declarant.

D. All of the provisions in this Declaration of Homeowners Association and all Exhibits attached hereto shall be binding upon all Lot Owners and shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall exist in perpetuity until this Declaration is revoked and the Homeowners Association is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise, or mortgage, all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such person, agree to be bound by the provisions hereof. Both the burdens imposed and the benefits provided herein shall run with the title to each lot, dwelling, and their interests in the common areas and open spaces.

NOW, THEREFORE, Declarant hereby established this Declaration of Covenants, Conditions, Restrictions & Easements for Deer Trail, which will run with the land and be binding upon and inure to the benefit of every owner of property within Deer Trail.

**ARTICLE I  
DEFINITIONS**

*The following definitions apply wherever the capitalized terms appear in this Declaration.  
Definitions of other terms may also appear in this Declaration.*

1.1 **Affiliate:** A person or entity that controls, is controlled by, or is under the common control with Declarant. "Control" means ownership of 20% or more of the ownership interests in an entity.

1.2 **Articles:** The Articles of Incorporation of the Association filed with the Secretary of State of Florida as amended from time to time.

1.3 **Assessments:** The collective term of the following charges:

(a) **General Assessment:** The amount charged to each Member to meet the Association's annual budgeted expenses.

(b) **Individual Lot Assessments:** A charge to each Member's individual Lot for any charges confined to that Lot.

(c) **Special Assessment:** A charge to each Member for capital improvements or emergency expenses.

1.4 **Association:** The Deer Trail Owners' Association, Inc., a Florida non-profit corporation and its successors and assignees, formed or to be formed by Declarant.

1.5 **Board:** The Board of Directors of the Association.

1.6 **Bylaws:** The Bylaws of the Association.

1.7: Deer Trail: Deer Trail Subdivision, recorded at Plat Book 11, Page9, of the Public Records of Levy County, Florida, and any land from time to time made subject to this Declaration.

1.8. Common Property: Those tracts of land deeded to the Association and designated in the deed as Common Property or labeled as "Common Area" on the Plat. The term "Common Property" also includes any personal property appurtenant to any real property owned by the Association or acquired by the Association, if the personal property is designated as such in the bill of sale or other instruments conveying such property. "Common Property" does not include any area that is dedicated in the Plat to the County of Levy or other party or is sold or dedicated by the Association.

1.9 Declarant: ROSECK LLC, a Florida limited liability company and its successors and assignees. Declarant may also be an Owner. The rights of Declarant under this Declaration may be separated and assigned to different parties, and, if so assigned, each assignee will be considered the "Declarant" as to the specific rights so assigned. Declarant may collaterally assign its rights as Declarant by mortgage or other instrument, and such assignees may elect to either exercise the assigned rights or designate another party to exercise such rights if such assignees succeed to Declarant's interest in Deer Trail.

1.10 Declaration: This Declaration of Covenants, Conditions, Restrictions & Easements for Deer Trail and all supplements and amendments to this Declaration.

1.11 Lot: A lot shown on the Plat along with any improvements constructed on the Lot.

1.12 Member: A member of the Association. Each Owner is a Member. There are initially two classes of Members. The two classes of Members are described in Section 7.2.

1.13 Mortgagee: The owner and holder of a mortgage made by Declarant encumbering Deer Trail, or a portion thereof, which is recorded in the Public Records and any institutional lender which holds a bona fide mortgage encumbering a Lot. The term "institutional lender" includes, but is not limited to, a bank, savings and loan association, mortgage lending company, insurance company, credit union and the Federal National Mortgage Association or similar agency.

1.14 Owner: The record owner, whether one or more persons or entities, of the fee simple title to any Lot or a life estate in any Lot. "Owner" does not mean a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any deed or proceeding in lieu of foreclosure.

1.15 Plat: The plat of Deer Trail and the plats of any additional land from time to time annexed to and made part of Deer Trail.

1.16 Public Records: The Official Public Records of Levy County, Florida.

1.17 Rules: The rules governing the use of the Common Property originally enacted by Declarant and revised from time to time by the Association. Information regarding the Rules is set forth in Section 5.6.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

*This Article describes the real property of which Deer Trail will be comprised.*

2.1 Initial Property: The property initially subject to this Declaration consists of the property shown on the Plat of Deer Trail.

2.2 Annexation of Additional Property:

(a) Parties Authorized to Annex Property: Additional property may be annexed by the following parties:

(i) By Declarant: Unless waived by recorded instrument, Declarant will have the right, but not the obligation, from time to time and in its sole discretion, to annex to Deer Trail any property which is adjacent to or abuts any property shown on the Plat. In determining whether the property to be annexed is adjacent to or abuts the property shown on the Plat, Declarant may disregard any roads situated between the property shown on the Plat and the property to be annexed.

(ii) By Association: Additional property may be annexed to Deer Trail by the Association, but only after termination of Class B Membership.

(b) Procedure: The party effecting the annexation shall record a Supplemental Declaration in the Public Records. The Supplemental Declaration shall be executed on behalf of Declarant or the Association by the President of the Declaration or its assignees or by the President of the Association. The Supplemental Declaration shall contain the legal description of the property being annexed. The Supplemental Declaration

may contain special provisions applicable to the property being annexed limiting the applicability of covenants, conditions, restrictions and easements contained in this Declaration or imposing additional or different covenants, conditions, restrictions, or easements to reflect the different character of the property being annexed. The party making the Supplemental Declaration will have sole discretion to determine the special provisions to be contained in the Supplemental Declaration; however, no special provisions may be included which will exempt the owners of the property being annexed from equitably sharing in common expenses of Deer Trail. Upon recording, the annexed property will become part of Deer Trail.

2.3 Further Subdivision or Replat of Lots: Owners (other than Declarant) may not subdivide or separate any Lot into smaller lots; however, this shall not prohibit corrective deeds or similar corrective instruments. Declarant shall have the right to modify the Plat to make adjustments to Lot boundary lines if the Owners of the affected Lots consent. Declarant may make other adjustments to the Plat if the Owners are not materially affected or if all Owners who will be materially affected consent to such modification. Owners shall not unreasonably withhold their consent to an adjustment, and consent will be deemed given if an Owner does not object in writing within ten (10) days after a notice is given requesting the Owner's consent. Declarant may also replat a Lot or Lots to Common Property, to roadway, or to other legal purposes, without the consent of the other Owners, whereupon such replatted Lot or Lots will no longer be deemed a "Lot." Declarant may also establish additional easements upon a Lot or Lots without the consent of the other Owners.

### ARTICLE III ARCHITECTURAL REVIEW AND CONSTRUCTION REQUIREMENTS

*In order to assure that the homes and accessory building within the neighborhood are harmonious, Declarant will create a Committee to approve all construction. Certain requirements are specified; however, the Committee will not be limited to the specific requirements and will have broad discretion.*

#### 3.1 Committee:

(a) Composition: The Developer acting in his own name, shall constitute the Architectural Review Committee (referred to herein as "ARC"). At such time as Developer in his sole and absolute discretion shall determine, Developer may, in lieu of continuing to serve as the ARC, transfer the authority to serve in that capacity to the Association. At such time Developer in his sole and absolute discretion transfers such authority to the Association, which shall all create a committee which shall thenceforth be and constitute the ARC.

(b) Professional Advisor: The Committee may employ one or more architects or land planners to advise it. The advisor may sit on the Committee as either a voting or nonvoting member at the discretion of the other members of the Committee. At the discretion of the Committee, the advisor may be paid a reasonable fee.

#### 3.2 Architectural Review Procedure:

(a) Construction Subject to Review: All construction, improvements, remodeling, or modification on or to a Lot, except interior alterations not affecting the external appearance of the Lot or improvements on a Lot, must be approved in advance by the Committee. This specifically includes, but is not limited to, painting or other alteration of a building (including doors, windows and trim); replacement of roof or other parts of a building other than with duplicates of the original material; installation of antennas, satellite dishes or receivers, solar panels, or other devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences or gates, addition of awnings, flower boxes, shelves, statues, or other outdoor ornamentation; installation of window coverings; installation of a well; and initial landscaping and any material alteration of landscaping. This right of approval is general and is not limited to the specific items listed in this Section or Section 3.4. Construction effected by or on behalf of Declarant will not be subject to approval by the Committee.

(b) Application: The plans to be submitted for approval shall include (i) the construction plans and specifications, including all proposed clearing and landscaping, (ii) elevations of all proposed improvements, (iii) a lot survey showing current improvements, and (iv) such other items as the Committee requires. No construction on any Lot shall be commenced and no Lot shall be modified except in accordance with the submitted plans. Any modification to the approved plans must also be reviewed and approved in advance by the Committee.

(c) Basis for Decision: In making its decisions, the Committee may in its sole discretion consider purely aesthetic matters affecting the desirability or suitability of the construction. The Committee will not be limited to the specific restrictions and requirements of this Article in making its decisions.

(d) Application Fee; Deposit: The Committee may establish procedures for the review of applications and impose a reasonable fee to be paid by the applicant. The Committee may also require an applicant to post a security deposit to assure that all work is effected only in accordance with approved plans. The Committee may retain the security deposit until all work has been completed in accordance with the approved plans.

(e) Notification of Approval: The Committee must notify an applicant in writing of its decision within thirty (30) days after submission of a complete application. If approval or disapproval is not given within thirty (30) days after submission of a complete application, the application will be deemed approved unless the applicant agrees to an extension.

(f) Enforcement: If any construction or modification is undertaken which has not been approved or which deviates substantially from the approved plans, Declarant or the party delegated or assigned Declarant's right to appoint the Committee may bring an action for specific performance, declaratory decree, or injunction and will be entitled to recover all costs of such action including attorneys' fees before or at trial or on appeal. Any such action may also determine entitlement to any retained security deposit. At such times as Declarant (and its affiliates) no longer owns Lots within Deer Trail, each Owner will also have the right to enforce these provisions. The failure to enforce strictly these provisions as to a particular violation or violations will not be deemed a waiver of the right to enforce these provisions as to future or continuing violations.

3.3 Liability: The Committee and Declarant will not be liable to the applicant or to any other party for ensuring that the proposed plans comply with applicable building codes, that the plans will not result in defects in the improvements, or that construction is done in accordance with the plans.

3.4 Specific Restrictions: The following restrictions shall apply to the Lots; however, the Committee will not be limited to those items when reviewing plans and will have broad discretion in the interpretation of these restrictions.

(a) Residential Building: No building may be erected, placed, or permitted to remain on any Lot other than one (1) single-family dwelling (including an attached garage) and, if approved by the Committee, accessory buildings which do not furnish residential accommodations for an additional family.

(b) Building Restriction Lines: No dwelling shall be located nearer to the streets and adjacent Lots than the applicable building setback requirements on the Plat.

(c) Minimum Floor Space: Each single-story dwelling located on a Lot must contain at least 1250 square feet of floor area, and each multi-story dwelling located on a Lot must contain at least 1500 square feet of floor area, of which 900 square feet must be on the first floor. "Floor area" means only enclosed livable floor area and does not include garages, porches (open or with screened enclosures), terraces, and patios.

(d) Garages: Unless otherwise specifically approved by the Committee, no garage may be constructed separate and apart from the dwelling. Each dwelling must have an enclosed garage to accommodate at least one (1) and not more than two (2) cars. No carports will be permitted. Without the prior written approval of the Committee, no garage may be permanently enclosed or converted to another use without the substitution of another garage on the Lot meeting the requirements of this Declaration.

(e) Driveways: All Lots must have a paved driveway from the adjacent street to the dwelling. All driveways must be of stable and permanent construction of concrete, asphalt, or other approved material.

(f) Exterior Color and Materials: The color and materials of all exterior surfaces must be approved by the Committee. The Committee may promulgate a list of approved colors and materials for this purpose. This restriction also governs window tints and films.

(g) Pools, Play Facilities and Lighting: All recreation facilities on a Lot, including, without limitation, swimming pools and any other play or recreation structures, basketball backboards, platforms, playhouses, dog houses, or other structures of a similar kind or nature, must be adequately walled, fenced, or landscaped in a manner specifically approved by the Committee prior to construction or erection. All exterior lighting must be specifically approved by the Committee.

(h) Non-Interference with Easements: No structure, planting, or other material may be placed or permitted to remain on a Lot which may damage or interfere with the installation or maintenance of any entryway, hedge, planting, tree, grass, fence, or other improvement or landscaping located within the Common Property or Drainage Easement. Any easement area located upon a Lot shall be maintained by the Owner of the Lot, except for those easement areas the maintenance of which is the responsibility of a public authority, utility, or the Association. In any event, an Owner may not interfere with the maintenance of an easement area on the Owner's Lot. This provision may be enforced by any person or party benefiting from such easements or responsible for their maintenance.

(i) Utility Connections: Connections for all utilities, including but not limited to, waste, sewage, electricity, telephone, computers and television, must be run underground from the connecting point to the dwelling in such a manner as is acceptable to the respective utility authority or company and the Committee. Wells may be installed only for irrigation purposes.

(j) Air Conditioning Units: No window or wall air conditioning units will be permitted on any Lot.

(k) Mailboxes: All mailboxes, newspaper boxes, or other receptacles of any kind for use in the delivery of mail, newspapers, magazines, or other similar material shall be erected or permitted only in the location approved by the Committee and must be constructed according to the design, size and material approved by the Committee. In the event the United States Postal Service makes delivery service available to individual dwellings located on Lots, the Committee may require that all mailboxes, newspaper boxes and similar receptacles previously utilized by Owners be removed and replaced by mailboxes, newspaper boxes and similar receptacles attached to dwellings.

(l) Antennae, Aerials, Satellite Dishes: No antennae or aerial may be placed upon any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building. No satellite dishes which are visible either from a street, road, Common Property, or other Lot may be placed on any Lot or affixed to the exterior of any building without the prior written approval of the Committee. These restrictions will not apply to a community antenna, aerial, or satellite dish constructed by Declarant or the Association.

(m) Clothes Drying Area: No clotheslines or other facilities or apparatus for the drying of clothes outside a dwelling may be constructed or maintained on a Lot where viewable from other Lots, Common Property, or adjacent roads.

(n) Signs: The size, color and design of all signs located on a Lot will be subject to the approval of the Committee. No sign of any kind may be displayed to general view on any Lot (whether free standing, attached to a building, or displayed in a window) except under any of the following circumstances:

(i) Directional or traffic signs may be installed by the appropriate governmental authority, Declarant, or the Board. Entrance or other identification may be installed by or with the consent of the Committee.

(ii) Declarant may display signs for the sale of Lots and homes for promotion of the subdivision.

(iii) One "For Sale" sign not more than two square feet (as measured on each side of the sign) may be displayed on a Lot by the Owner or the Owner's agent.

(iv) A name plate and address plate in size and design approved by Declarant may be displayed.

(o) Fences: No fences, except as may be required by law or government regulation may be erected upon any Lot without the prior written approval of the Committee. The Committee may specify the height, location and material as conditions of any approval. As a general guideline (and not as a limitation on the discretion of the Committee) all fences shall be 6.0 feet in height and of "shadow box" wood construction. The Committee will select a single color or other finish for all fences in order to maintain a uniform appearance throughout Deer Trail. Fences shall be located only where indicated on plans approved by the Committee, but in general will only be permitted in the rear and side yards of a Lot. Accordingly, fences will not be permitted closer to the street than 10.0 feet behind the front face of the dwelling located on a Lot. If the front of the dwelling is irregular in design, the Committee will determine the set back requirement for the fences. These restrictions will not apply to fences constructed by Declarant or the Association for purposes such as enclosing tennis courts and swimming pools, or along the boundary lines between Deer Trail and other properties. Such other fences may be chain link or other material.

3.5 Temporary Structures: No structure of a temporary nature, whether a trailer, tent, shack, garage, barn, or any other such building, is permitted on a Lot. This restriction excludes temporary buildings used in connection with and during the construction of a dwelling, if approved by the Committee.

3.6 Completion of Construction and Repairs: The improvement of a Lot and the construction, repair, or remodeling of any improvement must be diligently and continuously continued once begun, and promptly completed. The Committee may impose a fine for each day of violation for work which is not diligently pursued and completed. This is in addition to all other remedies available to the Committee. The Committee may, as a condition of approval, impose a deadline to complete construction.

3.7 Sales Offices: Notwithstanding anything in this Declaration to the contrary, Declarant and parties approved by Declarant may construct and maintain sales offices and sales trailers, together with a sign or signs

relating thereto, on a Lot or Lots or upon any other property within Deer Trail until such time as all of the Lots are sold.

3.8 Destruction or Damage to Subdivision Improvements: Owners will be responsible for any and all damage caused to Common Property or subdivision improvements, including but not limited to curbs, gutters, water hydrants, sidewalks, power poles and fences erected by anyone, whether such damage is caused by the Owner or the Owner's employees, agents, invitees, guests, contractors, or subcontractors. Such responsibility will be both a personal obligation and an individual Lot Assessment upon such Owner's Lot.

3.9 Trees: No living trees with a diameter of three inches or more when measured at a height of five feet above the natural grade, may be removed, cut down, or destroyed without the prior approval of the Committee except where such tree poses an immediate danger to life or property. This restriction also applies to all live oak trees of any diameter with a height of at least five feet. This will not prohibit the usual and customary pruning or trimming of trees. If this provision is violated, the Committee may require an Owner to replace the subject tree or otherwise mitigate the damage. An Owner must use reasonable care to preserve, in good health, all trees on the Owner's Lot.

3.10 Conversion of Lots to Other Uses: Notwithstanding anything contained in this Declaration, Declarant reserves the right to use any Lot owned by it for the purpose of ingress and egress to any adjoining property and to cause any Lot to be plated as right-of-way. Declarant also reserves the right to impose additional easements on any Lot owned by Declarant.

#### ARTICLE IV USE OF PROPERTY; INDIVIDUAL LOTS

*Restrictions are imposed on the use of the Lots to promote a harmonious neighborhood and limit uses which may be a nuisance to other Owners.*

4.1 Residential Use: No business or commercial building may be erected on any Lot and no business or commercial activity may be conducted on any Lot except for Declarant's sales and marketing program for the Lots.

4.2 Further Subdivision: Declarant reserves the right to re-subdivide the Lots; provided, however, no residence shall be erected upon or allowed to occupy such re-subdivided Lot if it has an area less than that required by any applicable zoning ordinance. In the event of such re-subdivision, all provisions in this Declaration will apply to each such re-subdivided Lot as if each re-subdivided Lot had been a Lot as originally shown on the Plat.

4.3 Leasing: Leasing of Lots is permitted, but only for terms and renewal terms of not less than seven months. Tenants must agree to be bound by the requirements of this Declaration, and Owners will be liable for any violation of this Declaration by their tenants.

4.4 Maintenance of Exteriors: Each Owner shall at all times maintain the exterior of all structures on the Owner's Lot and any and all fixtures attached thereto in a sightly manner. If an Owner fails to undertake the necessary repair or maintenance within five (5) days of notice of violation (given by Declarant or the Committee) or fails to complete the work within fifteen (15) days of the notice, then Declarant or the Association may effect the repairs or maintenance to the Owner's Lot in order to preserve the beauty, quality and value of the neighborhood, the costs of which, plus a 15% administrative fee, shall be payable by the Owner to the party effecting the work. If the Owner fails to make this payment within five (5) days of demand, the costs and fee will constitute an Individual Lot Assessment against the Owner's Lot. If the work was effected by Declarant, the Association will be responsible to pay the costs and fees to Declarant and collect them from the Owner. Each Owner grants Declarant, the Association and their respective contractors, employees and agents a perpetual easement to enter upon the Owner's Lot to carry out the work and releases said parties from all liability with respect to such work.

4.5 Noxious Vegetation: No Owner may permit the growth of noxious weeds or vegetation upon the Owner's Lot or upon the land lying between the street pavement and the front lot line of the Owner's Lot. All unimproved areas of a Lot must be maintained in an attractively landscaped and sightly manner. The Association may impose a fine for each day of a violation of this Section 4.5.

4.6 Litter; Trash; Garbage: No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on any Lot except in closed sanitary containers. Trash containers must be kept inside a garage or otherwise hidden from public view except on the day designated for pickup, but only if promptly returned to the proper storage area.

4.7 Nuisances: No Owner may cause or permit unreasonable noises or odors on the Owner's Lot. No Owner may commit or permit any nuisance, any immoral or illegal activity, or anything which may be an annoyance or a noxious or offensive activity to the other Owners or their guests. Soliciting within Deer Trail is strictly prohibited without the approval of Declarant or the Association.

4.8 Parking of Wheeled Vehicles and Boats: Cars, trucks, tractors, recreational vehicles and trailers (collectively, "Vehicles") must be kept at all times completely inside a garage and are not permitted to be parked elsewhere on a Lot or on a street within the Plat except as otherwise specifically permitted in this Section 4.8. Boats and boat trailers must be kept at all times completely inside a garage and shall not be parked elsewhere on a Lot or on a street within the Plat except as otherwise specifically permitted by the Committee. Private cars or private trucks (exclusive of all other Vehicles) owned by an Owner or an Owner's guests may be parked in the Owner's driveway, but only if they do not display commercial signs. Commercial Vehicles may be parked in a street or driveway when necessary for providing services to an Owner, or for pickup and delivery service, but only while undertaking this activity, and never overnight. Recreational vehicles, travel trailers, trailers and campers may be parked in the driveway of a Lot for up to a total of 48 hours per week for loading and unloading only and never for dwelling purposes. No Vehicles may be repaired or maintained on or adjacent to a Lot, except within a garage. Vehicles engaged in construction of subdivision improvements or dwellings on behalf of Declarant will be permitted within Deer Trail.

4.9 Garage Doors: Garage doors must be kept closed except when opened to permit persons or vehicles to enter and exit from a garage.

4.10 Pets: Up to three "household pets" may be kept at a Lot. All other pets and animals are strictly forbidden. A "household pet" is a dog, cat, or other common domestic animal approved by the Committee. In no event may any be kept, bred, or maintained for any commercial purpose. Each Owner will be strictly responsible for the behavior of household pets. An Owner may not permit a household pet to become a nuisance or annoyance to other Owners. Each Owner will immediately collect and dispose of waste and litter from the Owner's pets. Pets will not be allowed on the Common Property, except in designated areas and then only in compliance with the Rules.

4.11 Fines: In addition to all other remedies provided in this Declaration, the Association, Developer, or its assigns, in its sole and absolute discretion, may levy a Fine upon an Owner for failure of the Owner, his family, guests, agents, lessees, licensees, invitees, tenants or employees, to comply with any provision in this Declaration, or the Articles of Incorporation, Bylaws of the Association, or any Rules or Regulations, including without limitation the Rules and Regulations of the Recreational Areas and the Common Areas, and for failure to pay to or reimburse Developer or the Association for any sums owed by an Owner to Developer or the Association under this Declaration.

4.12 Right of Entry: Developer and the Association shall have the right to enter any portion of the Properties, including Lots, for purposes of assuring compliance with, or enforcing, this Declaration, and for purposes of correcting, repairing, cleaning, clearing, mowing, or otherwise maintaining the Properties, or in the event of an emergency. Developer's or the Association's entry upon any portion of the Properties for the above reasons, or any other required or permitted purpose, shall not be deemed a trespass.

## ARTICLE V COMMON PROPERTY

*The Association will own and maintain the Common Property for the benefit of all Members and, when necessary, improve, convey, or lease the property.*

### 5.1 Title to Common Property:

(a) Ownership: The Common Property will be owned by the Association for the benefit of all Owners.

(b) Conveyance: The Association is authorized to buy or lease real or personal property to be added to the Common Property. After termination of the Class B membership, the Association may (with the consent of Declarant) sell or lease any part of the Common Property; however, membership approval is not needed for the Board to sell personal property or to grant easements on real property.

(c) Dedication: If the County of Levy requests the Association to convey title to or dedicate the Common Property or a portion of it to the public, then the Association will be authorized to make such conveyance or dedication, but only with the approval of the Members. Upon such dedication, all obligations of the Association regarding the property as dedicated will cease except for requirements imposed as conditions of the dedication.

### 5.2 Maintenance; Management; Contracts:

(a) Association Responsibility: The Association will be responsible for the management, control and improvement of the Common Property and must keep it attractive, clean and in good repair in accordance with this Declaration and applicable governmental regulations.

(b) Management Agreements: The Association may contract with Declarant or any other party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations. Management costs will be included within the Assessments. The Association will be obligated to enter into a management agreement (the "Management Agreement") with Declarant. The property manager for the Association, its employees, officers, contractors and assignees will have the right to use the Common Property without liability for Assessments or other charges as more particularly specified in the Management Agreement.

5.3 Capital Improvements: The Association may make capital improvements to the Common Property and may modify the uses of the Common Property.

5.4 Damage or Destruction of Common Property by Owner: If any Owner or the Owner's guest, tenant, licensee, agent, employee, family member, or pet damages any of the Common Property as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair will be the responsibility of the Owner and will become an Individual Lot Assessment payable by the Owner.

5.5 Compliance with Laws: Lots and the Common Property may be used and must be maintained in accordance with all applicable laws, ordinances and regulations, including, without limitation, all regulations and requirements of the State of Florida.

5.6 Rules for Use of Common Property: The Members will have the right to use the Common Property only in accordance with the terms of Rules initially made by Declarant and revised from time to time by the Association. No Member will be entitled to any rebate or reduction in the Member's Assessments as a result of any restrictions imposed on the Member's use of the Common Property. The Rules will be kept at the offices of the Association and copies will be made available, without charge, to any Member requesting them.

5.7 Use of Common Property by Civic Groups: The Association may permit persons and groups, other than Members, to use the Common Property for civic, charitable, educational, or other purposes; provided that the costs associated with the use are paid by the person or group using the Common Property. The Board will have the authority to determine which person and groups may use the Common Property and to establish a fee schedule. This authority may be delegated to the property manager.

## ARTICLE VI GRANT AND RESERVATION OF EASEMENTS

*Every Owner has the benefit of certain easements and the responsibility for others.*

6.1 Owners' Easement of Enjoyment of Common Property: Every Owner will have a right and easement of enjoyment of the Common Property, subject to the restrictions imposed in this Declaration and the Rules. This easement will be appurtenant to and shall pass with title to every Lot. Any Owner may delegate, subject to the provisions of this Declaration, the Articles, the Bylaws and the Rules, the Owner's right to enjoyment of the Common Property to the Owner's family, tenants and guests.

6.2 Easements in Favor of Declarant and the Association: Declarant reserves for itself and its successors and assignees and for the Association the following perpetual easements:

(a) Utilities: Easements for ingress, egress, installation, replacement, repair and maintenance of all public and private utilities and conveniences upon all property subject to Public Utility Easements as shown on the Plat; across, over, through and under the Common Property; and five feet in width along the front, rear and side line of each Lot. This easement shall automatically be deemed abandoned as to the interior side Lot lines where two or more Lots are combined into a single Lot.

(b) Police Powers; Security: A blanket easement throughout Deer Trail for police powers and services supplied by the local, state and federal governments and for any security services which may be provided by the Association.

## ARTICLE VII ASSOCIATION ORGANIZATION

*While Declarant will control the Association during the development stage, the Owners will eventually be responsible for the continuation of the Association.*

7.1 Existence and Membership: The Association will be a Florida nonprofit corporation of perpetual existence. The Association may not be dissolved without the prior approval of the County of Levy. Every

Owner is a mandatory Member of the Association. Membership is appurtenant to and may not be separated from title to any Lot.

7.2 Voting Rights: The Association will have two classes of membership:

(a) Class A: Class A Members are all Owners of Lots (other than Declarant while Declarant is a Class B Member). Class A Members will be entitled to one vote for each Lot owned.

(b) Class B: The Class B Member is Declarant, who shall be entitled to 10 votes in all matters for each Lot it or its Affiliates own. Declarant may assign its Class B membership. The Class B membership will end and be converted to Class A membership three months after the first to occur of the following events:

(i) The total outstanding Class A votes equal the total outstanding Class B votes:

(ii) 90% of the Lots in Deer Trail have been conveyed to Members other than the Class B Member or its Affiliates; or

(iii) Declarant chooses to become a Class A member as evidenced by a recorded instrument to such effect executed by Declarant and Declarant's mortgagees holding a mortgage encumbering all or a portion of Deer Trail.

7.3 Exercise of Vote: When more than one person holds an interest in any Lot, all such persons shall be Members; however, Members will only be entitled to one vote per Lot, and the Members must determine among themselves how the vote may be exercised. Corporations, limited liability companies, partnerships and other entities must notify the Association of the natural person who will be considered a Member of the Association and be entitled to exercise its vote.

7.4 Board of Directors:

(a) Composition: The Board will initially consist of at least three persons appointed by Declarant. Upon termination of the Class B membership, the Board will consist of at least three directors (or a multiple of three) selected in accordance with the Articles and Bylaws.

(b) Classes: Each director will be appointed or elected to one of three classes so as to provide for staggered terms. If the number of directors is increased, it shall be in multiples of three, and each new director must be assigned to a class so that each class will have an equal number of directors.

(c) Term of Office: The initial term for the Class 1 director will be for one year. The initial term for the Class 2 director will be for two years. The initial term for the Class 3 director will be for three years. Subsequent terms for directors of any class will be for three years; however; directors will always serve until resignation or removal or until their successors are elected.

(d) Qualifications: After termination of the Class B membership, each director must be a Member. If a director ceases to be a Member during his/her term of office, such person will automatically be removed from the Board effective upon such occurrence.

(e) Voting Procedure: At each annual meeting, the Members will elect the directors to replace the directors of the class whose term of office is then expiring. Each class A Member will have one vote for each seat to be filled, and the Class B Member will have 10 votes for each seat to be filled for each Lot owned by the Class B Member and its Affiliates. No cumulative voting will be permitted. The candidate(s) receiving the highest number of votes will be declared elected. In the event of a tie vote, the Class B Member will be given one additional vote and the opportunity to cast such vote to break the tie. The meeting will, in all other respects, be conducted in accordance with the Articles and Bylaws.

(f) Removal: Any director may be removed from office, with or without cause, by at least a majority vote of the Members.

(g) Vacancies; Replacement of Directors: Any vacancy occurring on the board may be filled for the remainder of the term by a majority vote of the remaining Board members. If the remaining Board members do not constitute a quorum, a special meeting of the Association to elect new members to the board may be called by any officer or Member.

(h) Compensation: Directors will not receive compensation for their services unless approved by the Members. This will not prevent a Class B Member or an Affiliate from being compensated for management or other services.

7.5 Relationship to Articles and Bylaws: The Articles and Bylaws will govern all matters of the Association not set forth in this Declaration. The terms of this Declaration will prevail over any conflicting provisions in the Articles and Bylaws.

**ARTICLE VIII  
OPERATION OF ASSOCIATION AND BOARD**

*Most day-to-day decisions about the maintenance of the Common Property and enforcement of the Declaration are the responsibility of the Board acting on the Members' behalf. For those decisions requiring Members' approval, the Community Meeting provides an opportunity for public discussion.*

**8.1 Annual Meeting:**

(a) When Called: The Annual Meeting will be called every year for the election to the Board if the class of directors whose term then expires and for other business requiring approval of the Members. The meeting date shall be as determined by the Articles and Bylaws.

(b) Quorum: Voting at an annual meeting requires the presence of Members (in person or by proxy) representing 30% of the total votes and Declarant or its representative so long as Declarant owns at least one Lot.

**8.2 Board Meetings:**

(a) Board's Responsibility: Except as specifically provided in this Declaration, the Board is delegated the power and has the authority to act on behalf of the Association in all matters.

(b) Quorum: Voting at a Board meeting requires the presence of at least one-half of the directors in person or by proxy. Except as prohibited by law, action required to be taken by vote of the Board may be taken in the absence of a meeting by obtaining the written approval of a majority of the Board.

(c) Notices: Notices of all meetings of the Board shall be posted in a conspicuous place at the Common Property forty-eight (48) hours in advance, absent an emergency. If the Board desires to levy an assessment at a meeting, the notice must include a statement describing the assessment being considered. All meetings must be open to the Members except for meetings permitted by law to be closed.

**8.3 Record Keeping:** The Board shall keep a record of all meetings of the Board and of the Association. For each action taken the record must state the vote, a description of the action approved and, where applicable, their reasons why the action was considered necessary. The record must be available for inspection by any Member, except records of closed meetings of the Board. Officers of the Association may be elected by the Board by secret ballot.

**ARTICLE IX  
ASSOCIATION BUDGET**

*To fulfill its obligation to maintain the Common Property, the Board is responsible for the fiscal management of the Association.*

**9.1 Fiscal Year:** The fiscal year of the Association will begin on January 1 of each and year and end on December 31 of that year. The Board may select another fiscal year. The Board must prepare an annual budget (the "Budget").

**9.2 Budget:** A copy of the Budget must be provided to each Member or a notice must be given to the Members that a copy of the Budget is available upon request and without charge. The Budget will estimate the total expenses to be incurred by the Association in carrying out its responsibilities during the year. The Budget must include:

(a) The cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required or permitted under this Declaration;

(b) Reasonable amounts for working capital for the Association and for reserves;

(c) Fees for professional management of the Association (which may involve Declarant), legal counsel and accounting;

(d) Taxes, if the Common Property is taxed separately from the Lots; and

(e) An estimate of revenues from the General Assessment.

**9.3 Reserves:** The Association shall accumulate and maintain adequate reserves for working capital, contingencies and replacements to be included in the Budget and collected as part of the annual General Assessment. This shall not begin until the termination of Declarant's guarantee described in Section 10.2 of this Declaration. Extraordinary expenses not included in the Budget will be charged first against the reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other

purpose. If an excess of reserves exists at the end of a fiscal year, such excess may be used to reduce the following year's assessments.

9.4 Preparation and Approval of the Budget:

(a) Initial Budget: Declarant will prepare the first Budget.

(b) Subsequent Years: Budgets other than the initial Budget will be prepared at the direction of the Board at least one month before the end of each fiscal year. The Budget and annual General Assessment must be adopted by a majority of the Board.

9.5 Effect of Failure to Prepare or Adopt Budget: The Board's failure or delay in preparing or adopting the Budget for any fiscal year will not waive or release a Member's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of a Budget, each Member shall pay the Assessment at the rate for the previous fiscal period until notified otherwise.

9.6 Financial Reporting: The Board shall prepare an annual financial report for the Association within 60 days of the close of the fiscal year and provide each Member with a copy of the report or a notice that a copy is available without charge. The report must be in the form required by Section 720.303(7), Florida Statutes.

9.7 Capital Improvements: The Board shall determine whether capital improvements should be paid from General Assessments or by Special Assessments. If the cost of all capital improvements to be paid within a single year totals more than 25% of the Association's Budget, the capital improvements must be approved by a majority vote of the Members. Any repair or replacement of existing improvements will not be considered a capital improvement.

9.8 Amendment of Budget: The Board may amend the Budget during any fiscal year and increase the amount of the annual General Assessment for such year if it appears that income will be insufficient to meet the obligations of the Association.

## ARTICLE X COVENANTS TO PAY ASSESSMENTS

*The cost of fulfilling the Association's financial obligations is divided equitably among the Members by means of Assessments. To assure the Association of a reliable source of funds to protect those Members who contribute their equitable share, assessments are mandatory and are secured both by a lien on the Lot and the Member's personal obligation.*

10.1 Obligation for Assessments: Declarant covenants for each Lot it owns (except for Exempt Lots as defined in Section 10.2) and each Owner, by acceptance of a conveyance of a Lot, whether or not it is expressed in such conveyance, is deemed to covenant to pay to the Association its share of the following assessments (collectively, the "Assessments"):

- (a) General Assessments for expenses included in the Budget;
- (b) Special Assessments for the purposes provided in this Declaration; and
- (c) Individual Lot Assessments for any charges to that Lot.

10.2 Guarantee of the Class B Member: The Class B Member agrees that it will be obligated to pay any operating expenses of the Association in excess of the revenue derived from the Assessment, including any increases made during the fiscal year, until the end of the first year of the Association's existence (the "Budget Guarantee"). The Class B Member may elect to renew its Budget Guarantee on an annual basis. In return for the Budget Guarantee, the Class B Member and its affiliates will not be liable for any Assessments on any Lots it or they own (an "Exempt Lot").

10.3 Covenant for Maintenance Assessments for Association: Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas drainage structures and drainage easements

10.4 General Assessment:

(a) Established by Board: The Board will set the date of dates the General Assessment will be due and may provide for payment in monthly, quarterly, semiannual, or annual installments.

(b) Proration Upon Sale of Exempt Lot or Loss of Exemption: Upon conveyance of an Exempt Lot, or upon an Exempt Lot becoming subject to Assessments because the Class B Member does not extend the Budget Guarantee, the annual General Assessment will become due for such Lot(s); provided, however, that the General Assessment will be prorated and only the portion of the General Assessment

attributable to the remainder of the fiscal year will be assessed and payable. If payment of the General Assessments is in installments, only the applicable portion of the then current installment will be due.

10.5 Special Assessments: In addition to the General Assessment, the Board may levy a Special Assessments in any fiscal year as follows:

(a) Capital Improvements: The Board may impose a Special Assessment for any capital improvement approved in accordance with this Declaration.

(b) Emergency Assessment: By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration requires the Association to pay (including, after depletion of reserves, unexpected expenditures not provided for in the Budget and unanticipated increases in the amounts budgeted).

(c) Exemption: An Exempt Lot will not be subject to payment of any Special Assessment or any portion thereof declared or assessed while such Lot was an Exempt Lot even if payments for such Special Assessments are made in installments, all or some of which become due after the time such Lot no longer is an Exempt Lot.

10.6 Individual Lot Assessments: The Association may at any time levy an Individual Lot Assessment against any Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charge designated in this Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal expenses (including those incurred before or at trial or on appeal) and costs incurred by the Association in enforcing this Declaration or in enforcing any other declaration which the Association is authorized to enforce.

10.7 Nonpayment of Assessment or Fines: All notices of Assessments, including Fines, from the Developer or Association to Owners shall designate when the Assessment or Fine is due and payable. If the Assessment or Fine is not paid on the date when due it shall then become delinquent and shall bear interest at the maximum rate allowed by the laws of the state of Florida from the date when due until paid. The Assessment or Fine together with interest thereon and cost of collection thereof (including reasonable attorney's fees and attorney's fees incurred with respect to any appellate or bankruptcy proceeding related thereto) shall be a continuing lien against the Lot against which the Assessment is made or owned by the Owner against which the Fine or Assessment is levied, and shall also be the continuing personal obligation of the Owner thereof. The Developer or Association may also record a claim of lien in the Public Records of Levy County, Florida, setting forth the amount of the unpaid Assessment or Fine and the rate of interest due thereon. If any Assessment or Fine shall not be paid within thirty days following the due date the Developer or Association may declare the entire Assessment or Fine immediately due and payable. The Developer or Association may at any time hereafter bring an action to foreclose the lien against the Lot in the manner in which mortgages on real property are foreclosed, or the Developer or Association may bring a suit on the personal obligation of the Owner, or both. In the event of any such litigation the Developer or Association shall be entitled to recover, in addition to the Assessment or Fine which is unpaid and interest accrued thereon, all reasonable costs incurred by the Developer or Association in prosecution of the litigation, including attorney's fees or other collection costs incurred by the Developer or Association, together with the costs of the legal action. Regardless of the date of the recordation of any claim of lien the effective date thereof shall relate back and it shall take priority as of the date of the recordation of this Declaration. Notwithstanding the foregoing, the Developer or Association may, at any time a Fine or Assessment is not paid on the date when due, suspend all rights of the Owner of the Lot against which the Assessment or Fine is assessed to use the Common Areas and Recreational Areas, except that such suspension shall not include the Owner's right to ingress and egress from his or her Lot.

(a) Personal Obligation: All assessments, together with any late fees, interest and costs of collection when delinquent, including reasonable attorneys' fees (including before or during trial or on appeal), whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Assessment Charge was levied and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

10.8 Certificate of Payment: The treasurer of the Association or the manager of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the board or by the manager, if authorized by the Board, stating whether any Assessments are owed by that Owner. The Board may establish a reasonable fee for such certificate. Such certificate will be conclusive evidence of payment of the Assessment through the date of the certificate.

**ARTICLE XI  
INSURANCE AND INDEMNITY**

*Insurance is essential to protect the interests of the Owners and to assure that funds will be available for rebuilding after a casualty; however, because insurance costs may increase significantly or new types of coverage may be available, this Article gives some flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.*

11.1 Review of Coverage: The Board will review the types and limits of insurance at least once each year.

11.2 Casualty Insurance: The Board shall obtain and maintain fire insurance coverage as appropriate. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm shall be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based on replacement) of the improvements constructed on the Common Property.

11.3 Public Liability: The Board shall obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property. Whenever, practical, such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board, or other Owners. Such insurance must always name Declarant as additional insured until 50 years after the date of this Declaration.

11.4 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board and the Officers in performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

11.5 Other Insurance: The Board shall obtain and maintain worker's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may deem prudent.

11.6 Repair and Reconstruction after Fire or Other Casualty: If fire or other casualty damages or destroys any of the Common Property, the Board shall arrange for and supervise the prompt repair and restoration of the improvements. The Board shall obtain funds for such reconstruction first from insurance proceeds, then from reserves for the repair and replacement of such improvements and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

11.7 Indemnity of Declarant: In consideration of Declarant conveying the Common Property to the Association, the Association releases, indemnifies and holds Declarant, its officers, employees and agents harmless from any and all liability arising out of the Common Property and shall defend Declarant against all claims of any third party. Such indemnity includes any attorneys' fees and costs in by Declarant, including before or at trial and on appeal.

**ARTICLE XII  
GENERAL PROVISIONS**

*This Article sets forth rules for interpreting the Declaration, provides for enforcement and set forth the procedure to amend the Declaration.*

13.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated all of the terms of this Declaration.

13.2 Release from Minor Violations: Declarant and the Architectural Review Committee or either of them shall have the right, by written instrument, to release a Lot from minor violation(s) of this Declaration or the Plat, including, without limitation, (i) encroachments into easements, (ii) encroachments over building restriction lines, and (iii) construction of less than the required minimum square footage for the dwelling provided that the square footage is at least 90% of the required minimum.

13.3 Enforcement: The covenants and restrictions contained in this Declaration may be enforced by Declarant, any Owner and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action seeking damages, injunction, specific performance, or any other form of relief, against any person, firm, or entity violating or attempting to violate any covenant or restriction herein. The failure of any party to enforce any covenant or restriction shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to enforce it thereafter. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. Each party agrees that any dispute shall be determined by a judge and not a jury and waives their right to a jury trial in any litigation arising out of this Declaration.

13.4 Assignment: Declarant shall have the right from time to time to assign any of its rights or obligations pursuant hereto in whole or in part.

13.5 Notices: Notices shall be deemed to have been given or made as to Owners when posted at the Owner's dwelling or vacant Lot or mailed first class postage prepaid to the Owner's address maintained by the Association, or when posted at the Common Property if the notice is applicable to all Owners, and, as to Declarant, when mailed certified mail to the corporate address of Declarant filed with the Florida Department of State.

13.6 Amendment:

(a) Subject to the provisions of Section 13.7, Declarant specifically reserves the absolute and unconditional right, so long as it owns any of the Lots to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, or any other generally recognized institution involved in the purchase and sale of home loan mortgages, (ii) conform to the requirements of mortgagees or title insurance companies, (iii) correct, clarify, or make internally consistent the provisions herein, or (iv) make any other changes so long as no Owner's right to the use and enjoyment of the Owner's Lot is materially altered.

(b) Subject to the provisions of Section 13.7, this Declaration may be amended by consent of Owners of 50% or more of the Lots as evidenced by recording in the Public Records an instrument executed by said Owners, provided that no such amendment will be effective without the consent of Declarant or its assignees until Declarant and its assignees own no Lots or other property within Deer Trail.

(c) Declarant, without the consent of any party, may by Supplementary Declaration in accordance with the procedures set forth in Section 2.2 herein, bring additional land within the scheme of this Declaration.

13.7 Mortgagee's Consent to Amendments: This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing the rights, priorities, remedies, or interests of Mortgagees shall be adopted without the prior written consent of Mortgagees holding liens on thirty percent (30%) or more of the Lots encumbered by mortgages. Each Mortgagee agrees that it will either consent to a proposed amendment or give notice of refusal to consent by written notice to the party requesting such consent within thirty (30) days after the request is received. If a Mortgagee does not respond within such time, the Mortgagee's consent will be deemed given, and an affidavit to such effect (including documentation proving receipt of the request to the Mortgagee) recorded in the Public Records by the party requesting the consent will be sufficient evidence of such consent in order to make the requested amendment. This Section shall not apply or be construed as a limitation upon the rights of Declarant, the Association, or the Owners to make amendments that do not adversely affect Mortgagees.

13.8 Captions and Statement of Purpose: The Statement of Purpose, the captions and the Article summaries immediately following each Article caption are intended as a matter of convenience and for reference only, and such statement, captions and summaries shall not define, limit, or in any way affect any of the terms or provisions of this Declaration.

13.9 Gender and Plural Terms: Whenever the context so requires, any pronoun may be deemed to mean the corresponding masculine, feminine, or neuter form, and the singular form of any noun or pronoun may be deemed to mean the corresponding plural form thereof or vice versa.

13.10 Severability; Governing Law; Amendments to Laws: In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, such judicial determination shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. Without limiting the foregoing, the invalidation of any of the covenants, restrictions, terms, or conditions of this Declaration or a reduction in their term by reason of the legal rule against perpetuities shall not affect any other provisions which shall remain in full force and effect for such period of time as may be permitted by law. This Declaration shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to choice of law rules. Any amendment to applicable law which has the effect of reducing the rights of Declarant, or increasing the liabilities or duties imposed upon Declarant will not be incorporated into this Declaration by reference. All other references to applicable laws and regulations will incorporate amendments to the same.

13.11 Duration and Renewal: This Declaration (but excluding the easements herein created which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind all of the Lots and inure to the benefit of Declarant, the Owners and their respective legal representatives, heirs, successors and assignees for a term of ninety (90) years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10)

years each unless one (1) year prior to the termination of such ninety-year time or of each extension, as the case may be, an instrument signed by a majority of all Owners and all Mortgagees is recorded in the Public Records, upon which event this Declaration shall be terminated upon the expiration of the ninety-year term or ten year extension during which such instrument was recorded, as the case may be.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto signed this Declaration this 14 day of March, 2015.

~~Signed, sealed and delivered in~~ ROSECK LLC  
~~presence of~~ Roseck, LLC

Carol Bosshardt By: Carol Bosshardt

Printed name: Carol Bosshardt Its: Managing Member

[Signature]  
Printed name: Carol Bosshardt  
witness

[Signature]  
Carolina Valera  
witness

STATE OF FLORIDA  
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this 14 day of March, 2015, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Carol Bosshardt, the Managing Member of ROSECK LLC, a Florida corporation, who executed the foregoing instrument on behalf of said corporation, who acknowledged before me that he executed the same, and who (  ) is personally known to me or (  ) presented \_\_\_\_\_ as identification.



Teresa Ann Lloyd  
Notary Public

Official Copy