



Lake Killarney Advisory Board Regular Meeting

Agenda

June 29, 2022 @ 10:00 am

City Hall Commission Chambers

401 S. Park Ave.

Winter Park, FL 32789

welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at cityofwinterpark.org/bpm and include virtual meeting instructions.

assistance & appeals

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office ([407-599-3277](tel:407-599-3277)) at least 48 hours in advance of the meeting.

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105).

please note

Times are projected and subject to change.

-
1. **Call to Order**
 2. **Consent Agenda**
 - a. [Approve of Meeting Minutes 05-24-2022](#) 2 Minutes
 3. **Public Comments (for items not on the agenda): Three minutes allowed for each speaker**
 4. **Public Hearings**
(Public participation and comment on these matters must be in-person.)
 5. **Action Items**
 - a. [Elect Chair and Vice Chair](#) 2.5 Minutes
 - b. [5-year CIP Plan](#) 2.5 Minutes
 6. **Non-Action Items**
 - a. [Dredging the Canal: Timeline/Costs](#) 2 Minutes
 - b. [FDEP Imperial Laundry Site - Data of Soils Collected](#) 2 Minutes
 - c. [Killarney Estates HOA- Boat ramp Bylaw's](#) 5 Minutes
 - d. [Department Organizational Chart with Names](#) 2 Minutes
 7. **Staff Updates**
 - a. [Lakes Management](#) 10 Minutes
 - b. [Stormwater Management](#) 10 Minutes
 8. **Board Comments**
 - a. [Discussion of Public Comments Received](#) 5 Minutes
 9. **Upcoming Agenda Items**
 - a. [Upcoming Agenda Items](#) 2.5 Minutes
 - b. [Summary of Meeting Actions](#) 2.5 Minutes
 10. **Adjournment**



Lake Killarney Advisory Board

agenda item

item type	Consent Agenda	meeting date	June 29, 2022
prepared by	Victoria Tabor	approved by	
board approval			
strategic objective			

subject

Approve of Meeting Minutes 05-24-2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[0510.22 Board Meeting Minutes_ge updated 5.24.22](#)



Lake Killarney Advisory Board Regular Minutes

May 10, 2022 at 2 p.m.

Police Department Ray Beary Room
500 N Virginia Ave. Winter Park

Present

LKAB Members: Chair Jeanne Wall, Joyce Cunningham, David Dickerson, Jason Ellison, John Mitchell (on the phone).

City of Winter Park: Gloria Eby; Director of Natural Resources and Sustainability, Joey Cordell; Lakes Division Manager, Shannon Monahan; Stormwater Engineer, Don Marcotte; Assistant Director Public Works, Victoria Tabor; Recording Secretary.

Absent: William Voecks, Carolyn Minear.

Guest: David Rolbold, Bob Kunzweiler, Applicant for 2000 Lake Drive; Jeff Briggs, Director of Planning and Transportation.

(1) Call to Order

Meeting called to order by Chairwoman Jeanne Wall at 2:03 p.m.

(2) Consent Agenda

Motion to approve the agenda by David Dickerson, second by Joyce Cunningham. Motion passed unanimously.

Jeanne Wall had edits to the minutes and gave Victoria Tabor a document of the minutes with minor edits on it. Motion to approve 3-4-2022 minutes. Motion to approve amended minutes with the corrections provided by Jeanne Wall was made by David Dickerson, seconded by Joyce Cunningham. Motion passed unanimously.

(3) Public Comments

No public comments.

(4) Public Hearings

BLDR-2022-0087 265 Rippling Lane - Revision Request by Brad Hollingsworth

Joseph Cordell explained the board was revisiting this permit from February's meeting as the applicant requested a revision for neighboring offset to be reduced to six feet from 10 feet as this provided a mutual benefiting reduction in obstruction of boat dock view for both parties (applicant and neighbor). The survey was updated to show the revision to six feet. The applicant provided a signed letter of support from neighbor stating no objection. Joey told the board that per code, the offset was allowed between 5-10 feet with the neighboring letter. Motion to approve with stipulation that the board gets adequate confirmation that the signature name and Trust is valid was made by David Dickerson, seconded by Jeanne Wall. Motion passed unanimously.

SAP-2022-0005 2000 Lake Drive - Sea Wall Application by Robert Kunzweiler

Joey Cordell explained the application and why staff approves it and provided an overview of the parameters including the plans, onsite photos, survey, and aerial/side view. The board members asked questions to clarify the application. Jeanne Wall and Jason Ellison expressed their concerns with replanting requirements. Staff answered questions and provided the importance of aquatic plants and requirements. The applicant attended the meeting and spoke on his behalf with plant requirement/species questions and wanted to get input from the city and board in order move forward and get the seawall replaced. Staff provided applicant outreach with offer to have an on-site meeting to aid with selecting plant species. Motion to approve with replanting was made by Jason Ellison, seconded by Joyce Cunningham. Motion passed unanimously.

(5) Action Items

1. The Cove raw data - David Dickerson ask Gloria Eby to explain each column on the spreadsheet. The different columns are Water Depth (meter): how deep the lake is at different places, Secchi Depth (meters) the clarity of the water, Elevation, DO (Dissolve oxygen): shows saturated oxygen levels, pH: acid alkaline base, Turbidity: particles in water that makes the water cloudy, Chlorophyll A: mimics the pigmentation of algae, NOx-N: total nitrogen, TN, Total P, E. Coli: fecal matter, Fecal Coliform: leaks from septic's or pets fecal, Alkalinity, and Color: clear or brown color lake.
2. FDEP Imperial Laundry Site- Last data of soils collected is housed with Melissa Meade
3. 5-year CIP plan provided by Don Marcotte
4. Re-elect Chair and Vice Chair in June's meeting

(6) Non-Action Items

1. Dredging the Canal: timeline/costs
2. Add Cove data to the water quality charts and provided analysis of data
3. Killarney Estates request for covenants/bylaws and number of registered boat ramp user agreements
4. Lake Killarney Shores Boat Ramp - UPDATE: Jeff Briggs came to the meeting to give history and more details about the boat ramp. He started off giving a story about Tom Turner and Country Club. It started off as 500 sq. ft. apartments/townhomes which are now 4,000 sq. ft. homes. When the development was being established, people the knew Tom came up and said that he let them use the boat ramp. The 30 houses that are not lakefront have exclusive access to the boat ramp. There was a rule in the HOA that the offsite residents, that Tom gave access to the ramp, needed to pay a fee to help with maintenance and repairs of the ramp. A letter was sent out to residents giving until June 1st, 2022 to pay \$5,000 as a fee on top of the monthly payments like everyone else to have access to the boat ramp. Jeff answered several questions from board members. Jeff also provided a handout for public notification of the Aubrey Lane site development located on Lake Killarney. Jeanne Wall thanked Jeff for his presentation and availability.

(7) Staff Updates

Lakes Management - Gloria Eby provided update of the efforts staff conducted for the month of April, such as hyacinth being treated, water samples collected for lake and the cove, February water samples received and updated, 580 gallons of trash and leaves were removed from traps. Water level dropped stemming from a repair to the drain well on the southwest side. Don gave an update on the repair of the drain well. Joey spoke of the plant restoration at Lake Killarney Shores Condos planting 1,000 native aquatic plants on May 7th.

Stormwater Management - Don Marcotte provided update with Kilshore Lane letting the board know where city stands with the process and helping with getting information for a solution. He said the following people are involved: Shannon Monahan, city surveyor, and advice from city attorney. The city attorney is advising on how the process will take place for the owners to take over the road. The estimator is going to come up with a price to bring the road up to standards. Don passed out an updated CIP list to staff and board members and explained what's coming up, what to expect, and that a 5-year plan will be provided at the next meeting.

(8) Board Comments

David brought up additional planting events and to help get more volunteers

Maintenance of the canal and a possible future dredging

Combining the June and July meeting on June 29th

Schedule August meeting during the June meeting

Pass out the Org charts with names

(9) Adjournment

Jeanne Wall thanks the staff and the other board members for keeping the lake looking so beautiful.

March 04, 2022
Page 3

Meeting adjourned at 3:47pm

Next meeting scheduled for June 29th, 2022 at 10am at Public Safety Building

Minutes approved by the board on XX/XX/XXXX.
/s/ Recording Secretary Victoria Tabor



Lake Killarney Advisory Board

agenda item

item type	Action Items	meeting date	June 29, 2022
prepared by	Victoria Tabor	approved by	
board approval			
strategic objective			

subject

Elect Chair and Vice Chair

motion / recommendation

background

alternatives / other considerations

fiscal impact



Lake Killarney Advisory Board

agenda item

item type	Action Items	meeting date	June 29, 2022
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5-year CIP Plan

motion / recommendation

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Lake Killarney Advisory Board

agenda item

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subject

Dredging the Canal: Timeline/Costs

motion / recommendation

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item type	Non-Action Items	meeting date	June 29, 2022
prepared by	Victoria Tabor	approved by	
board approval			
strategic objective			

subject

FDEP Imperial Laundry Site - Data of Soils Collected

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Monitoring Well Map and Site Plan.pdf](#)

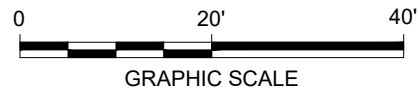
ATTACHMENTS:

[Sampling Data Complete Set.pdf](#)



LEGEND

- SHALLOW MONITOR WELL LOCATION
- INTERMEDIATE MONITOR WELL LOCATION
- ✕ SVE WELL LOCATION
- ✕ AIR INLET WELL LOCATION
- ✕ ABANDONED WELL LOCATION
- OVERHEAD POWER LINE
- SANITARY SEWER LINE
- GAS LINE
- TRENCH LINE
- FENCE



IMPERIAL LAUNDRY AND DRY CLEANERS
WINTER PARK, FLORIDA

SITE LAYOUT MAP



FIGURE

1

TABLE 2
MONITOR WELL GROUNDWATER ANALYTICAL RESULTS
Imperial Laundry and Dry Cleaners
Winter Park, Florida
FDEP Facility ID ERIC_5039

Sample			Analyte (µg/L)						
Field ID	Depth (ft bls)	Date	PCE	TCE	cis-1,2-DCE	trans-1,2-DCE	VC	Bromodichloro-methane	Dibromochloro-methane
FDEP GCTL			3	3	70	100	1	0.6	0.4
MW001	2-12	3/27/2006	34.8	<3.0*	<5.0*	<5.0*	<1.0*	<5.0*	<5.0*
		9/10/2007	12.5	<1.00	<1.00	<1.00	<1.00	2.21	0.813 I
		9/23/2008	14.3	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		10/29/2009	39.2	<2.00	<2.00	<2.00	<1.00	<1.00	<2.00
		4/28/2010	9.70	<2.00	<2.00	<2.00	<1.00	<1.00	<2.00
		6/10/2011	8.02	<1.00	<1.00	<1.00	<1.00	0.418 I	<1.00
		5/28/2013	19.2	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/19/2014	3.11	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/4/2015	5.76	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/3/2016	6.21	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
		8/24/2017	4.32	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
		11/6/2018	2.48	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
		2/5/2019	4.75	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
		11/6/2019	3.12	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
		12/16/2020	10.0	<0.610	<0.320	<0.390	<0.260	<0.230	<0.310
12/30/2021	8.9	<0.610	<0.320	<0.390	<0.260	5.2	0.88 I		
MW002	8-18	5/17/2006	19.7	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
9/10/2007		13.8	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	
MW002(DUP)		9/10/2007	13.4	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
MW002(DUP)		9/23/2008	24.2	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		9/23/2008	24.0	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		10/29/2009	20.9	<2.00	<2.00	<2.00	<1.00	<1.00	<2.00
		4/28/2010	25.0	<2.00	<2.00	<2.00	<1.00	<1.00	<2.00
		6/10/2011	29.1	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		5/22/2012	11.6	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/28/2013	6.84	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/19/2014	9.53	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/4/2015	2.22	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/3/2016	6.72	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
		5/2/2017	<0.160	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
		8/24/2017	1.53	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
		11/6/2018	2.26	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
		2/5/2019	3.62	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
		11/6/2019	1.76	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
		12/16/2020	2.10	<0.610	<0.320	<0.390	<0.260	0.430 I	<0.310
		12/30/2021	3.20	<0.610	<0.320	<0.390	<0.260	3.5	0.62 I
MW003	28-33	5/17/2006	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	
9/10/2007		<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	
MW004	8-18	5/17/2006	1.04	<1.00	<1.00	<1.00	<1.00	<1.00	
9/10/2007		0.623 I	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	
6/10/2011		2.17	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	
5/22/2012		1.13 I	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00	
5/28/2013		<2.00	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00	
5/19/2014		<2.00	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00	
5/4/2015		<2.00	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00	
5/3/2016		1.05	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150	
5/2/2017		<0.160	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150	
MW005	8-18	5/17/2006	1.88	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
9/10/2007		0.794 I	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	
6/10/2011		0.565 I	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	
5/22/2012		1.26 I	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00	
MW006	8-18	5/17/2006	7.65	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
8/24/2006		6.43	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	
9/10/2007		4.72	<1.00	<1.00	<1.00	<1.00	2.10	0.805 I	
9/23/2008		7.55	<1.00	<1.00	<1.00	<1.00	1.03	<1.00	
10/29/2009		6.59	<2.00	<2.00	<2.00	<1.00	<1.00	<2.00	
4/28/2010		5.26	<2.00	<2.00	<2.00	<1.00	<1.00	<2.00	
6/10/2011		3.20	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	
		5/22/2012	1.81 I	<2.00	<2.00	<2.00	<2.00	<2.00	

Footnotes on Page 2

TABLE 2
MONITOR WELL GROUNDWATER ANALYTICAL RESULTS
Imperial Laundry and Dry Cleaners
Winter Park, Florida
FDEP Facility ID ERIC_5039

Sample			Analyte (µg/L)						
Field ID	Depth (ft bls)	Date	PCE	TCE	cis-1,2-DCE	trans-1,2-DCE	VC	Bromodichloro-methane	Dibromochloro-methane
FDEP GCTL			3	3	70	100	1	0.6	0.4
MW007	43-48	5/18/2006	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		9/10/2007	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
MW008 MW008(DUP)	28-33	5/18/2006	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		5/18/2006	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		9/10/2007	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
MW009	8-18	5/18/2006	6.15	<1.00	2.61	<1.00	<1.00	<1.00	<1.00
		9/10/2007	1.49	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		9/23/2008	3.64	<1.00	<1.00	<1.00	<1.00	3.04	1.16
		6/10/2011	(COULD NOT BE SAMPLED - WELL APPEARS TO BE COLLAPSED AT 10.60 FEET)						
		5/22/2012	3.45	<2.00	<2.00	<2.00	<2.00	3.81	1.5
		5/28/2013	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/19/2014	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/4/2015	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/3/2016	1.02	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
		5/2/2017	<0.160	<0.190	<0.210	<0.210	<0.190	12.2	5.46
		11/20/2018	<0.160	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
		12/30/2021	<0.290	<0.610	<0.320	<0.390	<0.260	<0.230	<0.310
MW010	28-33	5/17/2006	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		9/10/2007	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
MW011	8-18	5/17/2006	1.96	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		9/10/2007	4.19	<1.00	<1.00	<1.00	<1.00	2.20	<1.00
		9/23/2008	8.80	<1.00	<1.00	<1.00	<1.00	1.01	<1.00
		10/29/2009	5.63	<2.00	<2.00	<2.00	<1.00	<1.00	<2.00
		4/28/2010	2.98	<2.00	<2.00	<2.00	<1.00	<1.00	<2.00
		6/10/2011	2.97	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		5/22/2012	1.03 I	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/28/2013	2.91	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/19/2014	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
MW012	8-18	5/17/2006	2.78	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		9/10/2007	1.81	<1.00	<1.00	<1.00	<1.00	3.39	1.32
		9/23/2008	9.66	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		6/10/2011	3.73	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		5/22/2012	1.04 I	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/28/2013	5.04	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/19/2014	3.67	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/4/2015	3.30	<2.00	<2.00	<2.00	<2.00	<2.00	<2.00
		5/3/2016	2.45	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
		5/2/2017	<0.160	<0.190	<0.210	<0.210	<0.190	<0.250	<0.150
MW013	8-18	5/17/2006	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00
		9/10/2007	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00	<1.00

Footnotes:

FDEP GCTL - Florida Department of Environmental Protection Groundwater Cleanup Target Levels per Chapter 62-777 Florida Administrative Code

ft bls - feet below land surface

µg/L - micrograms per liter

BOLD - exceeds FDEP GCTL

PCE - Tetrachloroethene

TCE - Trichloroethene

DCE - Dichloroethene

VC - Vinyl chloride

* - sample analyzed by a mobile laboratory.

I - The reported value is between the laboratory method detection limit and the laboratory practical quantitation limit.



item type Non-Action Items	meeting date June 29, 2022
prepared by Victoria Tabor	approved by
board approval	
strategic objective	

subject

Killarney Estates HOA- Boat ramp Bylaw's

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

1 Declaration.pdf

ATTACHMENTS:

1 First amendment to CCRs.pdf

ATTACHMENTS:

1 Second amendment to CCRs.pdf

ATTACHMENTS:

1 Third amendment to CCRs.pdf

ATTACHMENTS:

1FW_ [External] RE_ [External] RE_ Killarney Estates HOA- Boat ramp.pdf



**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
LAKE KILLARNEY SHORES**

Prepared by and Return to:

Gary M. Kaleita, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
P.O. Box 2809
Orlando, Florida 32802-2809

Table of Contents

ARTICLE 1 DEFINITIONS	2
Section 1.01 Definitions	2
ARTICLE 2 PROPERTY SUBJECT TO DECLARATION	6
Section 2.01 Existing Property	6
Section 2.02 Additional Property	6
Section 2.03 Deletions from Property	6
Section 2.04 Effect of Declaration	7
ARTICLE 3 THE ASSOCIATION	7
Section 3.01 Membership	7
Section 3.02 Classes of Voting Membership	7
Section 3.03 Notice and Quorum for Any Action Authorized Under This Declaration	8
ARTICLE 4 FUNCTIONS OF THE ASSOCIATION	8
Section 4.01 Services	8
Section 4.02 Mortgage and Pledge	10
Section 4.03 Conveyance by Association	10
Section 4.04 Security	10
ARTICLE 5 EASEMENTS	10
Section 5.01 Appurtenant Easements	10
Section 5.02 Utility Easements	11
Section 5.03 Declarant Easements	11
Section 5.04 Tract B/Boat Ramp Improvements Easement	11
Section 5.05 Driveway Easements	11
Section 5.06 Service Easements	12
Section 5.07 Drainage Easements	12
Section 5.08 Landscape Easements	13
Section 5.09 Conservation Easements	13
Section 5.10 Right of Entry	13
Section 5.11 Easements of Encroachment	13
Section 5.12 Extent of Easements	14
Section 5.13 Discharge into Water Bodies	14
Section 5.14 Access	14
ARTICLE 6 ASSESSMENTS	15
Section 6.01 Purpose of Assessments	15
Section 6.02 Creation of the Lien; Personal Obligations of Assessments	15

Section 6.03	Annual Assessments	15
Section 6.04	Special Assessments.....	16
Section 6.05	Individual Assessments	16
Section 6.06	Annual Assessment Budget.....	17
Section 6.07	Date of Commencement of Annual Assessments; Due Dates	17
Section 6.08	Initiation Fee	17
Section 6.09	Maximum Annual Assessment	17
Section 6.10	Effect of Non-Payment of Assessments; Personal Obligation of the Owner; Lien; Remedies of Association.....	18
Section 6.11	Subordination of the Lien to Mortgages; Mortgagees' Rights.....	18
Section 6.12	Exempt Property	19
Section 6.13	Collection of Assessments	19
ARTICLE 7 ARCHITECTURAL CONTROL		19
Section 7.01	Establishment of Architectural Review Board	19
Section 7.02	Duties and Functions of ARB	19
Section 7.03	Design Guidelines	20
ARTICLE 8 ENFORCEMENT OF RULES AND REGULATIONS		21
Section 8.01	Compliance by Owners; Initial Rules and Regulations	21
Section 8.02	Enforcement.....	29
Section 8.03	Rental of Residential Units	29
ARTICLE 9 TURNOVER.....		30
ARTICLE 10 INSURANCE AND CASUALTY LOSSES		30
Section 10.01	Insurance.....	30
Section 10.02	Individual Insurance	32
Section 10.03	Damage and Destruction.....	32
Section 10.04	Disbursement of Proceeds.....	33
Section 10.05	Repair and Reconstruction	33
ARTICLE 11 CONDEMNATION.....		33
ARTICLE 12 DISTRICT REQUIREMENTS.....		34
Section 12.01	Surface Water Management System	34
Section 12.02	Powers of the Association	36
Section 12.03	Association Membership.....	36
Section 12.04	Association Existence	36
Section 12.05	Amendments	36
Section 12.06	Duration.....	36
Section 12.07	Water Management District Permit	36
Section 12.08	Enforcement by the District	36

Section 12.09 Wetlands and Mitigation Areas	36
Section 12.10 Additional Property.....	36
ARTICLE 13 GENERAL PROVISIONS	37
Section 13.01 Amendments by Members	37
Section 13.02 Amendments by Declarant	37
Section 13.03 Declarant's Rights	38
Section 13.04 Severability.....	38
Section 13.05 Wild Animals	38
Section 13.06 FHA/VA Approval.....	39
Section 13.07 Communication.....	39
Section 13.08 Conflicts.....	39
Section 13.09 Assignment of Rights and Duties	39
Section 13.10 Special Exceptions and Variations.....	39
Section 13.11 Municipal Service Taxing Units	39
Section 13.12 Enforcement.....	40
Section 13.13 Severability.....	40
Section 13.14 Interpretation.....	40
Section 13.15 Authorized Action	40
Section 13.16 Termination of Declaration; Disposition of Common Property	40
Section 13.17 Execution of Documents.....	41
Section 13.18 Declarant's Consent or Approval	41
Section 13.19 Prohibited Actions	41
Section 13.20 Singular, Plural and Gender	41
Section 13.21 Construction.....	42
Section 13.22 Laws of Florida	42
Section 13.23 Waivers, Exceptions and Variances by Declarant and Association.....	42
Section 13.24 City Requirements.....	42
ARTICLE 14 BOAT RAMP IMPROVEMENTS	43
Section 14.01 Imposition of Boat Ramp Improvements Easement	43
Section 14.02 Declaration and Grant of Boat Ramp Improvements Easement.....	43
Section 14.03 Additional Restrictions on Use of Boat Ramp Improvements Easement Area.....	44
Section 14.04 Reserved Rights to Use of Boat Ramp Improvements Easement Area	45
Section 14.05 Maintenance of the Boat Ramp Improvements Easement Area.....	45
Section 14.06 Rules and Regulations for Use of the Boat Ramp Improvements Easement Area and Boat Ramp Improvements	45
Section 14.07 Assumption of Risk by Activity Participants.....	46
Section 14.08 Waiver and Release of Liability	47
Section 14.09 Enforcement.....	47

**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
LAKE KILLARNEY SHORES**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE KILLARNEY SHORES (“Declaration”) is made as of the ____ day of April 12, 2018, by **TURNER REAL PROPERTY INVESTMENTS, LLC**, a Florida limited liability company, whose address is P.O. Box 14, Winter Park, Florida 32790 (“the **“Turner Declarant”**”) and **LAKE KILLARNEY, LLC**, a Florida limited liability company, whose address is 5401 S. Kirkman Road, Suite 640, Orlando, Florida 32819 (the **“Killarney Declarant”** and together with the Turner Declarant, but subject to the provisions of Section 1.01K of this Declaration, collectively the **“Declarant”**).

WITNESSETH:

WHEREAS, the Turner Declarant, on the date hereof, is the fee title owner of all of the real property located in Orange County, Florida, described in **Exhibit “A”** attached hereto and described herein as the “Property,” subject to those dedications set forth on the “Plat” as described herein and other matters of record; and

WHEREAS, pursuant and subject to the terms and conditions of the Lake Killarney Purchase and Sale Agreement (hereinafter defined), the Turner Declarant is the contract seller and the Killarney Declarant is the contract purchaser of the Property; and

WHEREAS, pursuant to the Lake Killarney Purchase and Sale Agreement, as of the date hereof the Killarney Declarant therefore holds an equitable interest in the Property as a contract purchaser; and

WHEREAS, the Declarant intends to develop the Property as a community of single-family homes with recreational facilities and other amenities, subject to certain protective covenants, conditions, easements, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, the Declarant desires to subject the Property to the covenants, restrictions, conditions and easements hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and every present and future owner of any and all parts thereof;

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the covenants, conditions, easements, restrictions, reservations, liens and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. The covenants,

conditions, easements, restrictions, reservations, liens and charges set forth herein shall run with the Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in the Property.

ARTICLE 1 **DEFINITIONS**

Section 1.01 **Definitions.** The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. “Additional Property” shall mean and refer to any real property, other than the real property described in Exhibit “A” attached hereto, which is made subject to the provisions of this Declaration and added to the Property, as provided in Section 2.02 below.

B. “Architectural Review Board” and/or “ARB” shall mean the committee established and described in Article 7 hereof.

C. “Articles” shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time. A copy of the current Articles of Incorporation of the Association is attached as **Exhibit “C”** hereto. Such Articles can be amended from time to time as provided in the Articles and Bylaws without the need to record such amendment in the Public Records.

D. “Association” shall mean and refer to Lake Killarney Shores Homeowners’ Association, Inc., a Florida non-profit corporation, its successors and assigns.

E. “Board” shall mean the Board of Directors of the Association.

F. “Bylaws” shall mean and refer to the Bylaws of the Association as they may exist from time to time. A copy of the current Bylaws of the Association are attached as **Exhibit “D”** hereto. Such Bylaws can be amended from time to time as provided in the Articles and Bylaws without the need to record such amendment in the Public Records.

G. “City” and/or “City of Winter Park” and/or “Winter Park” shall mean and refer to the City of Winter Park, Florida, a Florida municipal corporation.

H. “Common Expenses” shall mean and refer to expenditures for (i) the installation, construction, maintenance, repair, replacement and operation of the Common Property, Open Space, Public Areas, easement areas and any and all other similar property for which the Association is either obligated or permitted to improve, maintain, repair, replace and/or operate, including, but not limited to, any and all improvements from time to time located thereon, (ii) the performance of any and all other services or other obligations required or authorized to be performed by the Association with respect to Common Property, Open Spaces, Public Areas (if any) or otherwise, and (iii) the performance of any and all other rights and/or obligations which the Association may be required or permitted to perform pursuant to the terms of the Articles, Bylaws, this Declaration or by law, whether set forth herein explicitly or implicitly.

I. "Common Property" and/or "Common Area" shall mean and refer to those tracts of land, together with any and all improvements from time to time located thereon, which are actually and specifically dedicated or deeded to the Association and designated in said dedication or deed as "Common Property" or "Common Area," or tracts of land which are a part of the Property and which are identified as "Common Property" or "Common Area" for the benefit of the Property, or are identified as property to be conveyed to the Association, on a final plat recorded by Declarant in the public records of the county in which the Property is located. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" by the Board, and shall also include easement rights which may be specifically granted to the Association over or upon other lands, but only to the actual extent of such easement rights. The Common Property shall initially include Tract A (Stormwater Management), Tract B (Lake Access), Tract C (Access Easement) and Tract D (Access Easement) and the drainage easements as depicted on the Plat, which may be dedicated to or required to be maintained by the Association by the Plat, by a subsequent instrument executed and recorded by the Declarant or the Association, or a subsequent agreement with the county or municipal government having jurisdiction over the Property. Any such Tract may be dedicated and conveyed by Declarant to the Association subject to such reserved rights of Declarant (including lease, occupancy, maintenance and other rights as may be reserved by Declarant in its sole discretion), to the extent permitted by applicable governmental authorities.

J. "Conservation Easement Areas" shall mean any area designated from time to time by Declarant to be set aside for conservation purposes by any Supplemental Declaration or other document recorded in the Public Records of Orange County, Florida. The Conservation Easement Areas (if any) are a part of the Common Property.

K. "Declarant" shall collectively mean TURNER REAL PROPERTY INVESTMENTS, LLC, a Florida limited liability company (i.e., the Turner Declarant, as defined hereinabove) and LAKE KILLARNEY, LLC, a Florida limited liability company (i.e., the Killarney Declarant, as defined hereinabove). Except, however, that at such time as a deed is recorded among the Public Records of Orange County, Florida, pursuant to which the Turner Declarant conveys the Property to the Killarney Declarant, the term "Declarant" shall mean only the Killarney Declarant, who shall be thereupon the sole Declarant, and the Turner Declarant shall thereafter cease to be a Declarant. Wherever the term Declarant is used in this Declaration, the Articles or Bylaws, it shall always be deemed to include Declarant's successors and assigns, but only to the extent specifically so identified by an instrument in writing executed and recorded by the then Declarant.

L. "Declaration" shall mean this Declaration of Covenants, Conditions, Easements and Restrictions for Lake Killarney Shores.

M. "District" and/or "Water Management District" and/or "SJRWMD" shall mean and refer to the St. Johns River Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

N. "District Permit" and/or "Water Management District Permit" shall mean and refer to the Environmental Resource or Surface Water Management Permit issued with respect to the Property by the District as Permit No. 149720-1 dated October 24, 2017, as modified from time to time with the approval of the District.

O. "Drainage Area(s)" shall mean and refer to all of such areas, including easement areas, so designated by the Declarant or its successors and assigns on the Plat, or in any drainage easements, dedications or restrictions made or imposed pursuant to applicable ordinances, laws, rules or regulations of governmental authorities, including, without limitation, the District; provided, however, that any description on any Plat which refers to any area of land as a Drainage Area shall only be construed as the then intention of the Declarant at the time of the recording of the Plat as to the proposed future use of such area of land, which intention shall not be binding upon Declarant but may be modified or changed by Declarant in the exercise of Declarant's sole and absolute discretion, to the extent permitted by applicable governmental authorities.

P. "Exclusive Common Property" or "Exclusive Common Area" shall mean and refer to a portion(s) of the Common Area intended for the exclusive use or primary benefit of one (1) or more, but less than all, Lots and the exclusive use and enjoyment of the Owners of such Lots. As more particularly set forth in Section 6.05 of this Declaration, all costs associated with construction, operation, maintenance, cleaning, repair and replacement of Exclusive Common Area shall be assessed as an individual assessment against the Owner(s) of the Lot(s) using or benefitting from the Exclusive Common Property.

Q. "Institutional Lender" shall mean and refer to (i) Seacoast National Bank, a national banking association, and the successors and assigns of its interests in that certain Mortgage recorded November 26, 2007 in Official Records Book 9513, Page 4338, as affected by that certain Mortgage and Loan Document Modification and Reaffirmation Agreement recorded August 3, 2009 in Official Records Book 9912, Page 2114, as further affected by that certain Modification of Mortgage recorded November 25, 2014 in Official Records Book 10840, Page 2208, all of the Public Records of Orange County, Florida, or (ii) the owner and holder of a mortgage encumbering a Residential Unit, which is a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, national banking association, an agency of the United States government, private or public pension fund, Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

R. "Interior Lots" shall mean and include Lots 10 through 30, inclusive, as shown on the Plat.

S. "Lake Access Non-Owners" shall mean and refer to the current and future owner(s) of the parcels of property which are more particularly described by street address and Orange County Property Appraiser Parcel Identification Number (2016) on **Exhibit "E"** attached hereto (the "Lake Access Non-Owner Lots").

T. "Lakefront Lots" shall mean and include Lots 1 through 9, inclusive, as shown on the Plat.

U. "Lake Killarney Purchase and Sale Agreement" shall mean and refer to that certain "As Is" Residential Contract for Sale and Purchase dated November 15, 2016 by and among Turner Real Property Investments LLC as seller and Deshpande, Inc., as purchaser as assigned by Deshpande, Inc. to Lake Killarney, LLC, as assignee purchaser by Assignment and Assumption dated February 21,

2018, as amended, by and through which the Killarney Declarant has the right to purchase the Property.

V. "Lot" shall mean any parcel of land shown on the Plat upon which a Residential Unit is constructed or upon which a Residential Unit may be constructed, together with all improvements located thereon from time to time.

W. "Maintenance" shall mean, but not be limited to, the following: cleanup, landscaping, irrigation and grounds care; maintenance of drainage swales; painting and structural upkeep of improved Common Property, recreational facilities, roads, walls, entry features and rights of way; and repair and all other such functions incidental to the services of the Association.

X. "Member" shall mean and refer to a member of the Association, consisting of any Owner of a Lot other than the Association itself.

Y. "Memorandum of Lake Killarney Purchase and Sale Agreement" shall mean and refer to that certain Memorandum of Lake Killarney Purchase and Sale Agreement, recorded ~~4-12~~ ²⁰¹⁸⁰²²⁰¹¹⁶ 2018 in Instrument Number _____ of the Public Records of Orange County, Florida, which memorializes the Lake Killarney Purchase and Sale Agreement.

Z. "Prohibited Deletions" such term is defined in Section 2.03 of this Declaration.

AA. "Property" shall mean and include the real property described in Exhibit "A" attached hereto.

BB. "Open Space" shall mean an exterior open area, if any, within the Property (not including open area on any Lot) from the ground upward devoid of residential buildings and accessory structures; except however, those buildings and structures or areas used exclusively for recreational purposes may be included in the Open Space.

CC. "Owner" shall mean and refer to the owner (whether it be the Declarant, one or more persons, firms or legal entities), as shown by the records of the Association, of fee simple title to any Lot, Residential Unit or other real property (other than Common Property) located within the Property. Owner shall not mean or refer to the holder of a mortgage or security interest, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

DD. "Plat" shall mean and refer to the Plat of LAKE KILLARNEY SHORES, as recorded in Plat Book 95, Pages 38 through 40 of the Public Records of Orange County, Florida, and any and all other recorded plats or replats of all or any portion of the Property, as the same may be changed, amended, replatted and/or otherwise modified from time to time, in whole or in part. Notwithstanding anything herein to the contrary, Declarant reserves the right to make such modifications to any part of the Property owned by the Declarant as the Declarant deems necessary and/or desirable, including, but not limited to, changing the location, size, dimensions and number of Tracts within the initial Plat and/or any and all future Plats, to the extent permitted by applicable governmental authorities.

EE. "Public Areas" shall mean areas (if any) within the Property dedicated for use by the general public and not limited to use by residents of the Property.

FF. "Residential Unit" shall mean and refer to any platted and developed single family dwelling home, or other improved property intended for use as a residential dwelling, for which a certificate of occupancy has been issued by the appropriate governmental authorities.

GG. "Surface Water Management System" and/or "Stormwater Management System" means a system located on the Property and, to the extent required, on adjacent property, which is designed and constructed or implemented pursuant to the District Permit to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C, or 62, F.A.C., as applicable and includes, without limitation, Drainage Areas. The Surface Water Management System and/or Stormwater Management System is a part of the "Surface Water Management System" or "SWM System" to be operated and maintained by the Association pursuant to the Declaration.

HH. "Tract" shall mean any portion of the Property established as a Tract in any Plat.

ARTICLE 2

PROPERTY SUBJECT TO DECLARATION

Section 2.01 Existing Property. The real property initially subject to this Declaration is the Property described in **Exhibit "A"**.

Section 2.02 Additional Property.

A. Declarant, from time to time, may, in its sole, absolute and unfettered discretion, cause Additional Property to become subject to this Declaration and to be a part of the Property, but under no circumstance shall Declarant be required to make such additions, and no other real property shall in any way be affected by or become subject to this Declaration, or become a part of the Property, until such time, if ever, that such real property is added to the Property pursuant to the terms of this Article 2.

B. Any additions to the Property authorized under this Declaration shall be made by the filing of record, from time to time, of an amendment to this Declaration or a Supplemental Declaration of Covenants, Conditions, Easements and Restrictions, executed by Declarant, which shall extend the covenants, conditions and restrictions contained herein to such property. Such amendment or Supplemental Declaration may contain such amendments or additional provisions as Declarant may deem necessary and as are not inconsistent with the purposes of this Declaration. Declarant shall not be required to obtain the approval or consent of the Association or any Owner or any person claiming by, through, or under any Owner to add any property to the Property pursuant to this Section.

Section 2.03 Deletions from Property. Declarant may at any time delete any portion of the Property from encumbrance by this Declaration by executing and filing of record a Notice of Deletion from Declaration of Covenants, Conditions, Easements and Restrictions; provided, however, that in no

event shall Declarant make any "Prohibited Deletions" without first obtaining the written consent of the Owners of the portion of the Property being deleted. Prohibited Deletions shall consist of deletions of any portion of the Property owned or leased by an Owner other than Declarant other than to the extent any such portion of the Property is being deleted to correct a scrivener's error whereby the portion of the Property being deleted was not intended to be a part of the Property. Prohibited Deletions shall also include deletions of any portion of the Property which contain Common Property (unless such deletion is to correct a scrivener's error as described above), unless appropriate easements are granted or other arrangements are made which ensure that remaining portions of the Property which are served by the subject Common Property continue to receive substantially the same service (from the Common Property or their substantial equivalents) after the deletion of such Common Property occurs. No Owner, or any person claiming by, through, or under any Owner, shall have any right to claim detrimental reliance upon this Declaration with regard to any portion of the Property deleted herefrom by Declarant pursuant to this Section.

Section 2.04 Effect of Declaration. Each Owner of a Lot, Residential Unit or any other portion of the Property, by acceptance of a deed or other instrument evidencing its ownership interest, accepts and acknowledges the authority of this Declaration and of the Association created herein, and agrees to abide by and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association. In addition to the foregoing, the family, guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association.

ARTICLE 3 **THE ASSOCIATION**

Section 3.01 Membership. Every Owner of a Lot other than the Association shall be a Member of the Association. Membership shall be appurtenant to, run with, and may not be separated from ownership of a Lot.

Section 3.02 Classes of Voting Membership. The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When any Lot entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants by the entirety or any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of that individual shall be considered to represent the will of all the Owners of that Lot. In the circumstance of such common ownership, if the Owners fail to designate their voting representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owners of such Lot. Upon such notification, the Owner may not vote until the Owner(s) appoint their representative pursuant to this paragraph.

Class B: The Class B Member(s) shall be Declarant and shall be entitled to nine (9) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership once Turnover has occurred in accordance with Article 9 hereof.

Section 3.03 Notice and Quorum for Any Action Authorized Under This Declaration. Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%), or such lesser amount as may be allowed by law, of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting; however, no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE 4

FUNCTIONS OF THE ASSOCIATION

Section 4.01 Services. The Association shall have the powers provided herein and in the Articles and Bylaws from time to time, and such other powers as may be vested in the Association by law, and may provide (or may cause to be provided) the following services:

A. Maintenance of all Open Space, Common Property, recreation areas, private roads and sidewalks (if any) within the Property and all street lights and landscaping on and around such private roads; provided, however, that nothing herein shall remove, alter or otherwise modify the obligation of the Owners to maintain sidewalks (if any), landscaping, landscape lighting and irrigation systems on and in front of their respective Lots to the extent required by Section 8.01Q hereof. Accordingly, any maintenance by the Association of sidewalks (if any), landscaping, landscape lighting and/or irrigation systems on Lots within the Property shall be at the Association's sole and absolute discretion as set forth in Section 8.01Q.

B. Maintenance operation, repair or reconstruction of the Surface Water or Stormwater Management System(s) within the Property, and, to the extent required, on adjacent property, which shall mean the exercise of practices which allow such System(s) to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Unless a municipal services taxing unit ("MSTU") is created for such purposes, the Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System within the Property shall be as permitted, or if modified as approved, by the District.

C. Adopting, publishing and enforcing such reasonable policies or rules and regulations as the Board deems necessary.

D. In addition to maintenance herein provided, as provided in Section 6.05 below, the Association may provide exterior or other maintenance upon any portion of the Property (including any Residential Unit) and/or any improvement from time to time located thereon which, in the Board's opinion, requires such maintenance because said property is being maintained in a sub-standard

manner or otherwise violates any of the covenants and restrictions contained herein. Said maintenance and/or other corrective action necessary to bring the subject property into compliance with this Declaration shall include but not be limited to cleaning, painting, repairs, removal of any fencing, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, windows, trees, shrubs, grass, driveways, walks and other exterior improvements. As provided in Section 6.05, the cost of such maintenance or corrective actions (including any related charges permitted by Section 6.05) shall be assessed by the Association as an individual assessment against the Owner on whose behalf such maintenance or corrective actions are performed. Any such individual assessment shall be a lien upon the subject property (including a Residential Unit), as the case may be, and an obligation of the Owner and shall become immediately due and payable in all respects, together with attorneys' fees, court costs, interest, and other fees or costs of collection as provided for other assessments of the Association.

E. At the sole option and discretion of the Board, conducting recreation, sport, craft, social and cultural programs of interest to Owners, their families, tenants and guests and, in the Board's sole option and discretion, charging admission fees for the operation thereof.

F. Entering into agreements with service providers for the furnishing to all Residential Units and to all other appropriate locations on the Property of cable or similar services for television, radio, internet services (including wi-fi, wired/wireless broadband, voice-over IP, etc.) and other communication or data transmission services, security systems, fire alarm systems and other similar systems and amenities.

G. Constructing improvements on Common Property and granting easements and licenses as may be required, permitted, recommended or desirable (as determined by the Board in its sole option and discretion to provide the services as authorized in this Section).

H. At the sole option and discretion of the Board, employment of attendants and other personnel, maintenance of control centers for the protection of persons and property within the Property, installation, operation and maintenance of communication systems by the Association or a contractual designee of the Association, and assistance in the apprehension and prosecution of persons who violate any applicable laws within the Property.

I. The Board shall have the right, in its discretion, to enter into contracts on behalf of the Association for the purpose of carrying out its duties hereunder or which will otherwise be of benefit to the Owners in general. The terms of any such contracts shall be negotiated by the Board in its discretion. It is specifically contemplated that the Board may (but shall not be required to) enter into a contract with a management company for the purpose of managing the day to day affairs of the Association and for carrying out the Association's maintenance obligations with respect to the Common Property. It is also contemplated that the Board may (but shall not be required to) enter into (i) a lease or other use agreement which will allow Owners to access amenities and other facilities located within or without the Property which are not part of the Common Area, (ii) one or more agreements controlling the provision of telephone, cable television, internet access and other communications or data transmission services (as the case may be) to and within the Property, and/or (iii) such other similar agreements as the Board may deem from time to time to be necessary and/or

desirable. Any expenses associated with contracts entered into by the Board on behalf of the Association shall constitute Common Expenses.

Section 4.02 Mortgage and Pledge. With the approval of at least two-thirds (2/3) of the Board and the consent of Declarant (to the extent Declarant still owns any portion of the Property) which consent may be withheld in the Declarant's sole discretion, the Board shall have the power and authority to mortgage Property owned by the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association to perform its functions.

Section 4.03 Conveyance by Association. Subject to the provisions hereof, the Association shall be empowered to delegate or convey any of its functions or Common Property to any governmental unit, public utility or private party approved by at least two-thirds (2/3) of the Board and, to the extent Declarant still owns any portion of the Property, by the Declarant, which approval may be withheld by the Declarant in its sole discretion.

Section 4.04 Security. The Association may, but shall not be obligated to, maintain or support various activities within the Property which are intended to foster or promote safety or security. In no event shall the Association or the Declarant in any way be considered insurers or guarantors of security within the Property, nor shall either of them be held liable for any loss or damage by reason of the lack of adequate security or the ineffectiveness of any security or safety measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system installed or security measures undertaken on or about the Property cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended, nor that entrance or exit gate(s) or any person acting as a gate attendant shall provide security services or prevent unauthorized persons from entering upon the Property. Each Owner therefore acknowledges, understands and agrees that the Declarant, the Association, and their officers and directors are not insurers and that each person entering upon the Property assumes all risks of loss or damage to persons and property resulting from the acts of third parties. Furthermore, each Owner specifically acknowledges, understands and agrees that entrance and exit gate(s) are only provided as traffic control devices and are not provided as a measure of safety or security.

ARTICLE 5 **EASEMENTS**

Section 5.01 Appurtenant Easements. Declarant reserves unto itself, its successors, assigns, guests, lessees and invitees, and grants to all Owners and their respective successors, assigns, guests, lessees and invitees, as an appurtenance to and as part of the ownership held by such Owner, but subject to this Declaration, the Articles and Bylaws and the rules and regulations promulgated by the Association, a perpetual non-exclusive easement for ingress and egress over, across and through and for the use and enjoyment of, all Common Property; such easements of ingress, egress, use and enjoyment to be shared in common with Declarant, the other Owners and their respective successors, assigns, guests, lessees and invitees. Notwithstanding the foregoing sentence however, such easement appurtenant shall not extend to any portion of the Common Property constituting Exclusive Common Property.

Section 5.02 Utility Easements. Declarant reserves to itself, its successors and assigns, the right to grant easements to any private company and/or to any public or private utility or governmental authority providing utility and other services to the Property upon, over, under and across all portions of the Property. Said easements shall be given for the purpose of maintaining, installing, repairing, altering, replacing and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, power lines, telephone service, fiber optic cable lines and facilities, communications lines and facilities, electro-magnetic spectrum-based communications and data services and related facilities, gas lines, siphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners and the various portions of the Property. All such easements shall be of a size, width, and location as Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 5.03 Declarant Easements. The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a perpetual non-exclusive easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress; provided, however, that such access and use does not unreasonably interfere with the reasonable use and enjoyment of the Common Property and facilities located thereon by the Owners. Declarant hereby further reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a non-exclusive perpetual easement, privilege and right in and to, over, under, on and across the Property, to construct, install, locate, maintain, repair, replace and operate any lines, cables, conduits, pipes and other such improvements related to the infrastructure and development thereof in connection with Declarant's development of the Property or any portion thereof; provided, however, that any such construction, location, installation, repair, replacement operation or development by Declarant shall not be permitted in, on, under or across Residential Units or pools, and Declarant shall be obligated to restore any disturbed area to as close to the original condition of the area as is reasonably practical. Declarant reserves for itself, its successors and assigns, a non-exclusive easement for the construction, installation, maintenance, repair, replacement and operation of security, television, communication and data transmission cables and facilities within the rights-of-way and easement areas referred to herein. In addition to the foregoing, Declarant shall have for itself, its successors and assigns, all easement rights reserved by Declarant as set forth on any Plat.

Section 5.04 Tract B/Boat Ramp Improvements Easement. As more particularly described in Article 14 of this Declaration, Declarant reserves unto itself, its successors and assigns and grants the Owners, the Lake Access Non-Owners and the employees of the Lakes Division of the City of Winter Park Department of Public Works the Boat Ramp Improvements Easement upon the Boat Ramp Improvements Easement Area.

Section 5.05 Driveway Easements.

(a) Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to each of the Owners of Lot 19, Lot 20, Lot 21 and Lot 22 (as depicted on the Plat), their

respective successors and assigns, for their use and the use of their guests and invitees, a perpetual, exclusive easement for pedestrian and vehicular ingress and egress over, upon and across the driveway located on Tract C (the “**Access Driveway 1**”) for the purpose of access between Country Club Drive and each of Lot 19, Lot 20, Lot 21 and Lot 22. The Access Driveway 1 constitutes Common Property of the Association and the Association shall be responsible for the maintenance, cleaning, inspection, repair and replacement, all as needed in the Association’s sole discretion, of such Common Property.

(b) Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to each of the Owners of Lot 24, Lot 25, Lot 26 and Lot 27 (as depicted on the Plat), their respective successors and assigns, for their use and the use of their guests and invitees, a perpetual, exclusive easement for pedestrian and vehicular ingress and egress over, upon and across the driveway located on Tract D (the “**Access Driveway 2**”) for the purpose of access between Country Club Drive and each of Lot 24, Lot 25, Lot 26 and Lot 27. The Access Driveway 2 constitutes Common Property of the Association and the Association shall be responsible for the maintenance, cleaning, inspection, repair and replacement, all as needed in the Association’s sole discretion, of such Common Property.

Section 5.06 Service Easements. Declarant hereby grants to people and entities affiliated with delivery, pickup and fire protection services, trash collection services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant or the Association, and to such other persons as the Declarant or the Association from time to time may designate, a non-exclusive, perpetual easement for ingress and egress over and across the Common Property for the purposes of performing their authorized services, to service all or any portion of the Property and to perform any investigation related thereto.

Section 5.07 Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements described herein or shown on the Plat. The Declarant hereby reserves for itself, its successors and assigns, and hereby grants to the Association, easements for and may, but shall not be required to, cut swales and drainways for surface water wherever within the Property and whenever such action may appear to the Declarant or the Association, as the case may be, to be necessary to maintain reasonable standards of health, safety and/or appearance provided that any such action is in compliance with any permit from time to time issued by the District, as such permits are amended or supplemented from time to time. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other action reasonably necessary to install drainage facilities and maintain reasonable standards of health, safety and/or appearance, but shall not include the right to disturb any improvements erected within the Property which are not located within the specific easement areas designated on the Plat or in this Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels. No Owner of a Residential Unit may alter any elevations and slopes except upon written consent of the Association. Notwithstanding anything herein to the contrary, the Surface Water Management System makes use of certain portions of the Property, including, but not limited to, portions of the Common Area dedicated for water management purposes. Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to the Association a perpetual non-exclusive easement over, under and upon that portion of the Property which may be utilized for the Surface Water Management System, to make use of such Surface Water

Management System for the surface water drainage, retention and detention necessary to develop the Property as Declarant deems to be appropriate.

Section 5.08 Landscape Easements. Declarant acknowledges that the Property may include buffer areas and easement areas which may, but will not necessarily, be improved with walls, landscaping, entrance features, entry gate(s), sod, irrigation facilities, benches, a walking trail and other improvements. In connection with the installation, maintenance and operation of such improvements, if applicable, Declarant reserves unto itself, its successors and assigns and hereby grants to the Association a perpetual non-exclusive easement over, under, across and through the Common Property, Open Space and such other portions of the Property (including Lots) as is necessary for the maintenance, installation, repair, alteration, replacement and operation such improvements, however, such easements shall be located by Declarant so as not to unreasonably impair the value or use of the Residential Units. Said easement areas may be dedicated to the Association or the Association may be granted an easement with respect thereto, and the Association may be required to maintain same. All such easements shall be of a size, width, and location as Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 5.09 Conservation Easements. Declarant reserves the right to grant conservation easements over Conservation Easement Areas to qualified grantees over and across Common Property, Open Space or the Surface Water Management System located on the Property from time to time.

Section 5.10 Right of Entry. The Association shall have the right, but not the obligation, to enter onto any part of the Property for emergency, security, and safety, which right may be exercised by the Board, the Association's officers, agents, employees, managers, and all police officers, firefighters, paramedics, ambulance personnel, emergency medical technicians, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Residential Unit to cure any condition which may increase the possibility of a fire or other hazard, or otherwise violates the covenants and restrictions contained herein, in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 5.11 Easements of Encroachment. Reciprocal appurtenant easements of encroachment are hereby reserved, created and granted as between each Common Property, Lot, Tract and such portion or portions of the Common Property, Lots, and/or Tracts adjacent thereto due to the unintentional placement or settling or shifting of the improvements from time to time constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, its successors and/or assigns, a tenant, or the Association. Encroachments of improvements into the Common Property by more than three (3) feet shall be allowed if such encroachments do not unreasonably interfere with the use of the Common Property and facilities located thereon by the Owners, and are approved by the Declarant or the Board.

Section 5.12 Extent of Easements. The rights and easements of enjoyment created in this Article 5 shall be subject to the following:

A. The right of the Association, to borrow money from any lender for the purpose of improving and/or maintaining the Open Space, Stormwater Management System, Common Property, and any improvements from time to time located or to be located thereon, and providing services authorized herein and, in aid thereof, to mortgage said property; but only with the approval of the Board and the Declarant (so long as the Declarant owns any portion of the Property) as required by Section 4.02 above, which approval may be withheld in the Board's or the Declarant's sole discretion, as the case may be.

B. The right of the Association to suspend the rights and easements of enjoyment of any Owner or any tenant of any Owner, subject to the provisions of Florida Statutes, Section 720.305 as the same may be amended from time to time, for any period during which any assessment remains unpaid, not to exceed the time period specified in Section 8.02 of this Declaration, for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment.

C. The right of the Association to give, dedicate, mortgage or sell all or any part of the Common Property (including leasehold interests therein) to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Association; provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the Board and the Declarant (so long as the Declarant owns any portion of the Property) as required by Section 4.02 above, which authorization may be withheld in the Board's or the Declarant's sole discretion, as the case may be.

Section 5.13 Discharge into Water Bodies. So long as Declarant owns any portion of the Property, nothing other than storm water and irrigation waters may be discharged into any lake, canal, or other body of water located within or adjacent to the Property without Declarant's prior written consent, which consent may be withheld by Declarant in its sole discretion. The construction and/or installation by any party other than the Declarant of any device through which water is drawn shall be subject to the prior written approval of the Architectural Review Board as hereinbelow established in Article 7 of this Declaration. Irrigation water may not be withdrawn from any body of water within the Property or from the ground by any party other than the Declarant or the Association without the consent of the Board or the Declarant (so long as the Declarant owns any portion of the Property), which consent may be withheld in the Board's or the Declarant's sole discretion, as the case may be.

Section 5.14 Access. If ingress or egress to and from any parcel within the Property is through any Common Property, including, without limitation, Exclusive Common Property, any conveyance or encumbrance of such Common Property shall be subject to an easement for ingress and egress in favor of such parcel.

ARTICLE 6

ASSESSMENTS

Section 6.01 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property, to pay the Common Expenses, for the improvement, preservation, operation, maintenance and repair of the Common Area, including without limitation, conservation, mitigation or preservation areas or water management portions thereof and the Surface Water Management System, for the purposes set forth in Article 4 hereof, and as otherwise provided in this Declaration.

Section 6.02 Creation of the Lien; Personal Obligations of Assessments. The Declarant covenants, and each Owner of a Lot shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association any and all annual and special assessments, and any and all other assessments to be established and collected as hereinafter provided. Notwithstanding anything herein to the contrary, for so long as Declarant retains control of the Association, Lots owned by Declarant (and builders of Residential Units expressly designated in writing by Declarant, in its sole and absolute discretion) shall be excused from the payment of all assessments for any budget year in which Declarant agrees to pay any operating expenses incurred by the Association that exceed the assessments receivable from other Owners and other income of the Association for such budget year (including but not limited to initiation fees, which shall be payable as provided elsewhere in this Declaration), as permitted by Florida Statutes Section 720.308(1)(b), in effect as of the date hereof. It is expressly acknowledged that said Florida Statutes Section does not require the Declarant, in order to be excused from the payment of assessments, to pay the operating expenses incurred by the Association that exceed the assessments actually received, but rather only the assessments receivable; thus, the Declarant is not obligated to fund any shortfall or budget deficit due to assessments actually collected being less than assessments receivable by the Association. Declarant's obligation to fund such assessments receivable deficit shall not include any obligation to pay CIAC Assessments or initiation fees or to fund reserves, if any.

The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Residential Unit at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. In the case of co-ownership of a Residential Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. The Association shall, upon demand, at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer or other authorized representative of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 6.03 Annual Assessments. The Association shall levy against Lots, and the Owners thereof, annual assessments as provided herein. The annual assessments levied by the Association shall be used for the improvement, maintenance, enhancement and operation of the Open Spaces and Common Property and to perform all obligations and services which the Association is authorized or

required to provide including, but not limited to, the payment of taxes and insurance premiums, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, the payment to any service provider for the cost of cable television, radio, internet access or other communication or data transmission service which is uniformly provided to all Lots, without separate charge to the recipient, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions. The Association may, but shall not be obligated to (unless required by law), establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs to Common Property that must be replaced on a periodic basis, (b) emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss, (c) insurance premiums or taxes, (d) maintenance, repair and repaving of all private roads for which the Association is responsible (including, without limitation, landscaping and lighting on and around such roads), and (e) such other items as the Board may deem appropriate.

Section 6.04 Special Assessments. In addition to the annual assessments authorized by Section 6.03 hereof, the Association may levy against Lots, and the Owners thereof, special assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a described capital improvement upon Common Property, Open Space or easements, including the necessary fixtures and personal property related thereto, or for other purposes as determined by the Board. Each Residential Unit shall be responsible for an equal pro rata share of the special assessment.

Section 6.05 Individual 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 Lot and the Owner of such Lot an individual lot assessment for:

- A. costs and expenses incurred by the Association in bringing a particular Owner or his particular Lot 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 noncompliance with the provisions of this Declaration, following the failure of such Owner, within thirty (30) days following written notice from the Association of the nature of the violation of or non-compliance with this Declaration, to cure or remedy 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 Lot or the Owner of such Lot;
- C. costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot;
- D. costs and expenses incurred by the Association all costs associated with construction, operation, maintenance, cleaning, repair and replacement of Exclusive Common Area;

E. establishment of reserve funds to be held in reserve in an interest bearing account or investments as a reserve for rehabilitation or repair to Exclusive Common Property that must be replaced on a periodic basis; and

F. reasonable overhead expenses of the Association associated with any individual lot assessment established, made, levied, imposed, collected and enforced pursuant to this Section 6.05, in an amount not to exceed ten percent (10%) of the actual costs and expenses incurred by the Association for any individual assessment specified in this Section 6.05.

Section 6.06 Annual Assessment Budget. Prior to the beginning of each fiscal year, the Board shall prepare and adopt an itemized budget which sets forth the estimated revenues and expenses (for both operations and reserves) of the Association for the upcoming fiscal year. Each Lot, with the exception of the exempt property described in Section 6.12 below, shall be responsible for an equal pro rata share of the annual assessment. The annual assessment budget format shall be determined by the Board from time to time, subject to any provisions of applicable law. A copy of the budget, along with written notice of each Lot's share of annual assessments, shall be sent to Owners prior to the date on which the payment of the first installment of the annual assessment is due, but a failure to do so shall not in any event excuse an Owner's obligation to pay such assessment.

Section 6.07 Date of Commencement of Annual Assessments; Due Dates. Except as otherwise expressly provided herein as to the Declarant (or a builder expressly exempted in writing from assessments by Declarant), each Lot (and the Owner thereof) which has been submitted to the terms of this Declaration, shall be liable for its pro rata share of all assessments. The annual assessments provided for herein shall be due and payable in advance in equal semi-annual installments on the first day of each semi-annual calendar period, or such other period as may be approved by the Association. If, as to a particular Lot, the annual assessments are to commence at the time of the closing of the conveyance of such Lot, then a pro-rata portion of the semi-annual (or other periodic) installment of the annual assessment shall be collected from the buyer of such Lot and shall be remitted to the Association.

Section 6.08 Initiation Fee. At the closing of the sale of each Lot, the purchaser thereof shall pay an initiation fee to the Association, which shall be used by the Association to offset administration costs in connection with the change in membership as well as pay operating or any other expenses of the Association. The initiation fee as of the sale of the first Lot shall be FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), which amount may thereafter be adjusted by the Association from time to time, and shall apply uniformly to all Lots. For the purposes of this Section 6.08, the conveyance of any Lot from the Turner Declarant to the Killarney Declarant, as contemplated by the Lake Killarney Purchase and Sale Agreement shall not constitute the sale of a Lot for which an initiation fee shall be paid to the Association.

Section 6.09 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Residential Unit to an Owner, the annual assessment shall be in an amount as set forth in the Association budget. The foregoing annual assessment is in addition to any and all assessments and other financial obligations which an Owner may have to the Association.

From and after January 1 of the year immediately following the conveyance of the first Residential Unit to an Owner, the maximum annual assessment may be increased each year: (a) upon approval by a majority of the Board without a vote of the Members, by an amount not greater than fifteen percent (15%) per year, compounded annually, or (b) upon approval of two-thirds (2/3) of each class of Members voting in person or by proxy at a meeting duly called for such purpose, by an amount greater than fifteen percent (15%) per year, compounded annually, as hereinabove provided.

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

Section 6.10 Effect of Non-Payment of Assessments; Personal Obligation of the Owner; Lien; Remedies of Association. If assessments are not paid on the dates due (being the dates specified in this Article 6) then such assessments shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the Lot which shall bind such Lot and the then Owner, the Owner's heirs, devisees, personal representatives, successors and assigns. The obligation of the Owner to pay such assessment, however, shall remain a personal obligation. The Association may record a notice of lien for delinquent assessments among the public records of the county in which the Property is located, and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein, the cost of preparing and recording any such notice of lien (including, but not limited to reasonable attorneys' fees), all additional costs of enforcement (including, but not limited to reasonable attorneys' fees), all interest and late fees from time to time assessed on such delinquencies and all unpaid assessments thereafter until satisfied of record.

If any assessment is not paid within fifteen (15) days after the date such assessment is due, the Association may impose a late charge of not more than Fifty and No/100 Dollars (\$50.00). Any delinquent assessment shall bear interest from the date when due at the highest lawful rate of interest per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all costs and reasonable attorneys' fees incurred in connection therewith at all pre-trial, trial, appellate and post-judgment levels, including, but not limited to, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

Section 6.11 Subordination of the Lien to Mortgages; Mortgagees' Rights. The lien of assessments provided for herein is subordinate to the lien of any first mortgage given to an Institutional Lender now or hereafter placed upon a Lot; provided, however, that (i) such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, and (ii) such subordination shall not relieve the Institutional Lender from its obligation to pay any assessments to the extent required by Florida Statutes Section 720.3085(2)(c), as amended from time to time. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An Institutional Lender that holds a first mortgage upon any Lot, upon request, shall be entitled to written notification from the Association of any default of the Owner of such Lot of any obligation hereunder which is not cured within sixty (60)

days. The Association may provide such notice without receiving a request from said Institutional Lender.

Section 6.12 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all Common Property; (b) all property dedicated for recreational use pursuant to this Declaration; (c) property designated as Open Space or which is used in the Surface Water Management System (excluding, however, any Lots); (d) all other portions of the Property which have not been developed as Residential Units; and (e) Lots or Residential Units owned by Declarant (or a builder expressly exempted from assessments in writing by Declarant) for so long as Declarant is excused from the payment of assessments pursuant to the provisions of Section 6.02 above.

Section 6.13 Collection of Assessments. Assessments allocated to any Lot shall be billed and collected by the Association. Such billings may be accomplished using annual coupon books containing payment coupons to be remitted to the Association on a periodic basis with the Owner's payments. The Owners shall be liable for the payment of the Association assessments, together with its costs of collection and attorney's fees from any Owner against whom an assessment must be enforced.

ARTICLE 7 **ARCHITECTURAL CONTROL**

Section 7.01 Establishment of Architectural Review Board. There is hereby established an Architectural Review Board. Notwithstanding anything herein to the contrary, in no event shall the terms of this Article in any way apply to the Declarant.

Section 7.02 Duties and Functions of ARB. The duties, powers and responsibilities of the ARB shall be as follows:

A. The ARB shall consist of three (3) or more persons designated by Declarant. Upon the last to occur of either (x) all Residential Units that are to be constructed on the Lots within the Property have been constructed or (y) Declarant no longer owns any real property within the Property (or at any earlier time as Declarant may, in its sole and absolute discretion, elect), Declarant shall assign to the Association the rights, powers, duties and obligations of the ARB, whereupon the Board shall appoint the members of the ARB and shall provide for the terms of the members of the ARB. Members of the ARB need not be officers, directors or Members of the Association. A majority of the ARB may take any action of the ARB and may designate a representative to act for it. In the event of death, disability or resignation of any member of the ARB, a successor shall be designated as provided in this Section.

B. The ARB shall have the right of specific approval or veto of all architectural, engineering, platting, planning, drainage and landscaping aspects of the improvement or development of any individual Residential Unit, Lot or subdivision, tract, or parcel of land within the Property, other than for any architectural, engineering, platting, planning, drainage and/or landscaping aspects of the improvements or development of any individual Residential Unit, Lot or Tract within the Property by or on behalf of Declarant.

C. No landscaping shall be installed or removed, nor shall any building, wall, fence, walk, pool, enclosure or addition to a house or other structure, including, without limitation any dock, pier, boardwalk, boat launch ramp or other similar structure which may be for the use or benefit of one (1) or more Owners and located within the waters of Lake Killarney which are adjacent to but not within the Property, be constructed, erected, removed or maintained, nor shall any addition to nor any change or alteration therein be made, until the plans showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ARB. In approving or disapproving plans, the ARB shall consider the suitability of the proposed building, improvements, structure or landscaping and materials, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area, the effect thereof on adjacent or neighboring property and consistency or compliance with any Design Guidelines established in accordance with Section 7.03 hereof. In the event the ARB shall fail to specifically approve or disapprove the plans submitted in final and complete form, including, without limitation, the payment of a fee reasonably required to recoup the costs incurred for such review by the ARB, within thirty (30) days after written request for approval or disapproval, such plans shall be deemed approved.

D. There is specifically reserved unto the ARB, the right of entry and inspection upon any Residential Unit for the purpose of determination by the ARB as to whether there exists any construction of any improvement which violates the terms of any approval by the ARB or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference.

E. Each of the Declarant and the ARB has the right, but not the obligation, to grant waivers for minor deviations and infractions of these covenants. The granting of any waiver for any portion of the Property may be given or withheld in the Declarant or ARB's sole discretion and a prior grant of a similar waiver shall not impose upon the Declarant or ARB the duty to grant new or additional requests for such waivers.

F. The Association, Declarant, ARB or any officer, employee, director or member thereof shall not be liable in any way to any persons submitting plans for approval or any other person or entity by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans or the taking of any action described in this Section. Every person who submits plans for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit whatsoever against the Association, Declarant or ARB or any officer, employee, director, shareholder, partner or member thereof.

Section 7.03 Design Guidelines. The Declarant or the ARB may, but shall not be required to, establish design and construction guidelines and review procedures (the "**Design Guidelines**") to provide guidance regarding matters of particular concern in considering plans submitted for ARB approval. The Design Guidelines shall not be the exclusive basis for decisions hereunder and compliance with the Design Guidelines shall not guarantee approval of submitted plans. Any such Design Guidelines may contain general provisions applicable to all of the Property, as well as specific provisions which vary from one portion of the Property to another depending upon the location, type of construction or use and unique characteristics of the applicable portion of the Property. Any Design Guidelines adopted or otherwise promulgated pursuant to this Section 7.03, by Declarant shall be subject to amendment from time to time in the sole and absolute discretion of the Declarant or the

ARB, as applicable. The ARB shall make copies of the Design Guidelines, if any, available to Owners, builders, and developers who seek to engage in development or construction within the Property, and may charge a reasonable fee to cover its printing and handling costs.

ARTICLE 8

ENFORCEMENT OF RULES AND REGULATIONS

Section 8.01 Compliance by Owners; Initial Rules and Regulations. Every Owner and other occupant of a Lot or Residential Unit shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board. Notwithstanding the foregoing, or anything in this Declaration to the contrary, Declarant shall be exempt from any Association or ARB consent or approval required pursuant to this Section or anywhere else in this Declaration. The following are the initial rules and regulations of the Association which may be amended, modified or added to from time to time as provided in the Bylaws.

A. Residential Units. Except as otherwise provided herein or approved by Declarant, all Residential Units constructed on the Property shall be used for residential purposes only. A Residential Unit constructed on a Lakefront Lot shall have at least three thousand (3,000) square feet of habitable living space. A Residential Unit constructed on an Interior Lot shall have at least two thousand four hundred (2,400) square feet of habitable living space. Upon approval of the Board (which approval may be withheld in the Board's sole and unfettered discretion), and subject to applicable local government ordinances, Residential Units may also be used for certain designated home occupations. Residential Units may not be used as models nor as real estate sales offices without the prior written consent of Declarant so long as the Declarant owns any portion of the Property. Any violation of the foregoing rule against use of any Residential Unit as a model or real estate sales office, and continuance of such violation after written notice from Declarant to quit such use, shall constitute a violation of a restrictive covenant for the benefit of Declarant, which violation will result in damages of an amount which is impossible to ascertain with certainty, in consequence of which each person violating such restriction agrees by the acceptance of a deed, lease, or any right of occupancy in the Property that the Declarant shall be entitled to recover from any such violator liquidated damages in an amount equal to \$1,000.00 per day from and after the 10th day after written notice of such violation and demand to quit is delivered to the violator or posted on the Lot on which such violation shall occur. Such damages are payable to the Declarant and not the Association, and do not constitute fines but rather liquidated damages, so are not subject to the limitations contained in Section 720.305(2), Florida Statutes. The provisions of this Section requiring the consent of the Declarant and consequences of a violation thereof shall not be amended or modified without the written consent of the Declarant.

B. Docks.

(a) Any proposed construction, installation, repair, maintenance or reconstruction of any dock, pier, boathouse, boardwalk, boat launch ramp or other similar structure (each or collectively a "**Lakefront Lot Dock Improvement**") over, through and upon a Lakefront Lot and/or the waters of Lake Killarney which are adjacent to a Lakefront Lot, shall be subject to approval under and compliance with the applicable terms, conditions and restrictions of the rules adopted by the

Association, as such rules may be amended from time to time (the “**Association Rules**”), this Declaration and the rules and regulations of the applicable governmental authorities, including, but not limited to the City, having regulatory authority over permitting, construction, installation, repair, maintenance or reconstruction of such facilities. In furtherance of the preceding sentence, and as more particularly described and shown on the Plat, the City has determined that a Lakefront Lot Dock Improvement may impact the line of sight from neighboring properties and therefore determined that any Lakefront Lot Dock Improvement should be subject to certain height restrictions as well as restrictions on location (the “**City’s Dock Restrictions**”). The Declarant makes no representation that an Owner will obtain City approval of plans which conform the City’s Dock Restrictions or that such plans will be approved by other governmental authorities having regulatory authority over permitting, construction, installation, repair, maintenance or reconstruction of such facilities. If and to the extent any such proposed construction, installation, repair, maintenance or reconstruction is permitted, each Owner of a Lakefront Lot may construct, install, own and maintain a dock, pier, boardwalk, boat launch ramp or other similar structure for the purpose of direct access and other permitted associated activities, including the mooring or launching of permitted types of boats and watercraft, by the Owner of such Lakefront Lot, together with their respective family, guests and invitees, to and from Lake Killarney.

(b) The Declarant or the Association may but shall not be obligated to construct, install, own and maintain a dock, pier, boardwalk or other similar structure through and upon Tract B and/or the waters of Lake Killarney adjacent to Tract B (the “**Community Dock**”). Subject to the exemption in favor of the Declarant provided in the first paragraph of this Section 8.01, any proposed construction, installation, repair, maintenance or reconstruction of the Community Dock shall be subject to approval under and compliance with the applicable terms, conditions and restrictions of the Association Rules, this Declaration and the rules and regulations of the applicable governmental authorities, including, but not limited to the City and the City’s Dock Restrictions, having regulatory authority over permitting, construction, installation, repair, maintenance or reconstruction of such facilities. If and to the extent any such proposed construction, installation or maintenance is permitted, the Community Dock shall be a Common Area improvement and may be used by the Members, their respective families, guests and invitees for permitted recreation activities, including, but not limited to mooring or tying up of boats or other watercraft only during daylight hours and not overnight, as such activities may be set forth and amended from time to time in the Association Rules. The Community Dock shall constitute Common Property of the Association and the Association shall be responsible for the maintenance, inspection, repair and replacement, all as needed in the Association’s sole discretion of such Common Property and the costs therefor shall constitute Common Expenses of the Association.

C. Common Property. Common Property shall be improved, maintained, used and enjoyed for the common recreation, health, safety, welfare, benefit and convenience of all and their guests and invitees.

D. Temporary Buildings. No structure of a temporary nature or character, including but not limited to, tents, trailers, house trailers, mobile homes, campers, vans, motor homes, recreational vehicles, shacks, sheds, barns, boats, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on the Property (except in enclosed garages with the garage door to remain closed at all times; provided, however, the foregoing shall not restrict or prevent the

construction and maintenance of temporary sales models and such other temporary facilities as are essential to the development, construction and sale of the facilities created, including, but not limited to, construction trailers, sheds and material compounds, provided that the same are in compliance with appropriate governmental requirements applicable thereto).

E. Trash and Garbage. No lumber, metals, bulk materials, refuse, rubbish or trash shall be kept, stored or allowed to accumulate on the Property except building materials during the course of construction of any approved structure. Household refuse, rubbish and trash shall be placed in sealed containers which may be placed in the open on any day that a pick-up is to be made at such place as will be accessible to persons making such pick-up, provided that said containers shall not be permitted to remain in the open for more than twelve (12) hours on said day. At all other times, such containers shall be stored so that they cannot be seen from surrounding property or from the street(s) adjacent to the Lot. All containers shall conform to such specifications as the Association may from time to time adopt.

F. Burial of Pipe and Tanks. Without the prior written consent of the Declarant (so long as Declarant owns any portion of the Property) and the Association: (i) no water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Property above or below the surface of the ground, except hoses and movable pipes used above-ground for irrigation purposes and (ii) no property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, phosphates, minerals, gravel or earth. Provided, however, that the Declarant may conduct such activities on any portion of the Property which it owns, and nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct or create approved drainage structures or landscaped berms, Residential Units, or any other improvements contemplated and permitted by this Declaration or in connection with the initial grading and development of any portion of the Property.

G. Nuisance. Nothing shall be done on the Property which is illegal or which may be or may become an annoyance or nuisance, including, but not limited to, offensive odors and noises. In the event of any questions as to what may be or become a nuisance, such questions shall be submitted to the Association for a decision in writing and its decision shall be final.

H. Weeds and Underbrush: All Lots shall be landscaped with grass approved by the ARB, and shall have underground sprinkler systems providing one hundred percent (100%) coverage of grass and landscaping, with operating rain sensors. No weeds, underbrush, or other unsightly growths (such as, without limitation, grass which is more than six (6) inches tall) shall be permitted to grow or remain upon the Property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event an Owner shall fail or refuse to keep his Lot free of weeds, underbrush, sight obstruction, refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass; except, however, that the Owner shall be given fifteen (15) days prior written notice of such action. In such event, the rights of the Association set forth in Article 4 shall apply.

I. Vehicle Parking. The Board may from time to time promulgate rules which restrict, limit or prohibit the use of any parking area which may be in front of, adjacent to or part of any Lot as a parking place for personal passenger vehicles, commercial vehicles, buses, trailers, recreational

vehicles, self-propelled motor homes, motorcycles and boats. All commercial vehicles, recreational vehicles, trailers, self-propelled motor homes, motorcycles and boats shall be parked in enclosed garages at all times. All such rules, if and when promulgated by the Board, shall have the same force and effect as if promulgated and initially made a part of this Declaration. No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced or repaired on the Property except in an enclosed garage with the garage door remaining closed except when open as needed to permit ventilation and ingress/egress. No vehicles longer than twenty-one feet (21') or taller than eight feet (8') shall be permitted to be parked anywhere on the Property.

J. Clothes Drying Area. No portion of any of the Property shall be used as a drying or hanging area for laundry of any kind unless the area is fully screened from view from adjacent property and streets.

K. Antennas, Aerials and Storm Shutters. There shall be no exterior radio, television, dish antenna or other antenna or device, or appurtenances thereto, including, without limitation, masts or towers, for sending or receiving electromagnetic signals erected, installed or maintained on the Property without the prior written approval of the ARB, except as otherwise allowed by law. The ARB shall not approve any installation of such improvements in the front yard of a Lot or attached to the front façade of a Residential Unit and may require, among other things, that all such improvements be screened so that they are not visible from adjacent Residential Units or from the Common Areas. No hurricane or storm shutters shall be installed unless the same are of a type and color approved by the ARB.

L. Drainage. No changes in elevations of any portion of the Property shall be made which will cause undue hardship to adjoining real property within the Property.

M. Underground Wires. Other than for the installation of lines or wires for communication or data transmission or the transmission of electrical current in conjunction with the original construction of Residential Units and/or the original construction of other original improvements to be constructed within the Property, no lines or wires for communication or the transmission of electrical current shall be constructed, placed or permitted to be placed on any Lot unless the same shall be underground and specifically permitted in writing by the ARB.

N. Animals. Except for dogs, cats and aquarium kept fish which may be kept, raised and maintained on the Property, no reptiles, livestock, poultry, pets or animals of any kind, nature or description shall be kept, raised or maintained on the Property. In addition, in no event may any animal be bred or otherwise maintained on the Property for business or commercial purposes. Dogs, cats and aquarium kept fish, raised or maintained on any Lot or within any Residential Unit, may only be so kept, raised and maintained in numbers deemed reasonable by the Declarant or the Association, in the exercise of their sole discretion. Notwithstanding the foregoing, no such dogs, cats or aquarium kept fish may be kept, raised or maintained on the Property under circumstances which, in the sole judgment of the Declarant or the Association, shall constitute an unreasonable annoyance, hazard, or nuisance to residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation and enjoyment of other Lots or portions of the Property. All dogs and cats shall be kept or housed inside a Residential Unit and must either be on leashes under the control of the person walking them or contained within a completely fenced yard located on a Lot when they are outside.

Notwithstanding the foregoing sentence however, dogs or cats shall not be "tied-out", kept or housed outside within such a fenced yard. In addition, any person walking a pet within the Property shall not allow any such pet to trespass on any other Owner's Lot and shall remove and properly dispose of any pet waste deposited on any portion of the Property by such Owner's pet.

O. Business. Except as expressly contemplated in this Declaration or the Plat, no manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on or upon any Lot or within any Residential Unit.

P. Maintenance of Parking Areas, Etc. All setback areas, yards, walkways, driveways and parking areas and drainage swales shall be maintained and kept in a neat and clean condition, free of refuse and debris.

Q. Maintenance of Certain Improvements on or adjoining Lots. At the election of the Association, all sidewalks (if any), irrigation systems, landscaping and landscape lighting located on Lots (including, but not limited to, those portions located on any roadway Tracts adjoining Lots in the area between the Lot line and the curb or edge of the paved roadway adjoining any Lot) shall be maintained and repaired by the respective Owners of the Lots. Maintenance of the sidewalk by the Owner shall consist of pressure-washing as needed to keep the same in a safe and reasonably clean condition. Maintenance of landscape lighting shall mean keeping all landscape lighting fully functional, operating at the times required by the ARB, in the manner in which it was installed, pursuant to plans approved by the ARB, with all power consumption paid by the Owner. Maintenance of landscaping and irrigation shall mean keeping all landscaping in live, healthy, and growing condition, properly watered (including compliance with governmental watering restrictions) by a fully functional irrigation system, weeded, mowed, edged, and/or trimmed as applicable, with all water consumption paid by Owner. In the event any landscaping, including, without limitation, grass, shrubs or trees, become dead or badly damaged, the Owner shall be responsible for the replanting, repair and/or replacement of such landscaping with similar sound, healthy plant materials, except as otherwise allowed by law. No trees may be planted by any Owner under or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) feet of any underground water, sewer, transmission line or other utility. In the event any irrigation system or landscape lighting components cease to be fully functional (including but not limited to light fixtures, light bulbs, electric cables, outlet boxes, sprinkler heads, valves, timers and meters), the Owner shall repair or replace same as needed to maintain their full functionality, all at the Owner's sole cost and expense.

Notwithstanding the foregoing, if the need for any maintenance or repair is caused solely by the activities of the Association or its agents, employees or contractors, then in such event the Association shall perform such maintenance or repair. Additionally, the Association shall be solely responsible for sidewalk repairs unless the need for such repairs is caused by the activities of the Owner or its agents, contractors, guests, licensees or invitees, in which event the Owner shall perform such repairs.

Notwithstanding anything in this Declaration to the contrary, the Association shall have the option, in its sole and absolute discretion, to elect to maintain one or more of the following improvements, to wit: sidewalks, landscape lighting, irrigation and/or landscaping on Lots or specified groups of Lots, including, but not limited to, mowing, edging, and fertilization of the grass, trees and shrubs on Lots. The Association shall further have the option of electing to maintain only certain types

of plantings (such as, but not limited to, turf only) within landscaped areas, thereby requiring the Owners to maintain the remainder of the landscaped areas on their respective Lots. In the event the Association elects to maintain any of the foregoing improvements, the Association shall do so in a reasonably prudent manner, and may either (i) assess the cost of such maintenance as an annual assessment against all Lot Owners if the maintenance is being performed with respect to all Lots, or (ii) assess the cost of such maintenance against the affected Lot Owners as individual assessments pursuant to Section 6.05 if the maintenance is being performed with respect to less than all Lots. At any time after its assumption of any maintenance of the foregoing improvements, the Association, in its sole and absolute discretion, may elect to terminate any such services, thereby reinstating immediately the obligation of the Owners to maintain the same; provided, however, that no such action shall be effective unless written notice of the termination of such services by the Association is sent to the affected Owners at least two (2) weeks in advance of any action taken.

If the Association has elected to maintain any of the foregoing improvements, the Association shall only be responsible for the replacement and/or repair of any of the improvements being maintained (including but not limited to dead or badly damaged landscaping) when such damage, as determined by the Association in its sole and absolute discretion, is the sole result of the Association's failure to properly maintain the same. In all other instances, including, without limitation, damage or destruction caused by the Owner, any of the Owner's agents, contractors, guests, invitees or licensees, any other third party not related to the Association, weather or natural causes, failure of parts, electric surges, expiration of useful life, or other events beyond anyone's control, the Owner shall be responsible for the repair or replacement of such improvements. If an Owner fails to perform repairs or replacements as provided herein, and the Association elects to do so, any cost incurred by the Association in such instances shall be charged to the Owner as an individual assessment as set forth in Section 6.05 hereof.

Until Class B Membership ceases to exist, no Owner or any other party may change any grass or landscaping on any Lot or install any additional grass or landscaping on any Lot (except to replace dead or dying grass or landscaping); provided, however, that after Class B membership in the Association ceases to exist, if an Owner seeks and obtains the approval of the ARB to install and maintain additional landscaping on such Owner's Lot, then the Owner obtaining such approval shall be required to maintain such additional landscaping on such Owner's Lot at such Owner's sole cost and expense.

R. Fences. Other than fences, walls and other similar structures constructed from time to time by the Declarant, no fence, wall or other similar structure shall be erected on any Lot unless the materials therefor and the color, location and dimensions thereof are approved by the ARB and are in accordance with such standards as may be adopted by the ARB; provided, however, that nothing herein shall be construed to restrict or prohibit compliance with the minimum requirements for installation, operation and maintenance of fences or other barriers constituting safety barriers around swimming pools, hot tubs or spas on a Lot as may be required by applicable governmental authorities, subject to the approval and additional requirements of the ARB.

S. Air Conditioners. No window or wall-mounted air conditioning units shall be permitted.

T. Signs. Except for (i) signs placed on the Property by Declarant, including, without limitation, any sign placed by the Declarant to advertise the company or builder, project, sales or other matters during the construction and sales period, (ii) signs placed on Common Property by the Association, (iii) discreet, professionally prepared "For Sale" signs of not more than eighteen (18) inches by twenty-four (24) inches and not exceeding one (1) such sign placed on any Lot, or (iv) signs which are otherwise required by legal proceedings or governmental requirements or which by law may not be prohibited, no sign of any kind shall be permitted to be placed inside a home or on the outside walls of the home so as to be visible from the exterior, nor on any Common Area, nor on any dedicated streets, drainage easement areas or any other dedicated areas, if any, nor on entryways or any vehicles within the Property.

U. Lighting. No exterior lighting fixtures shall be installed on any Residential Unit without adequate and proper shielding of fixtures and without the approval of the ARB.

V. Stormwater. No structure or landscaping that interferes with the stormwater drainage and retention system within the boundaries of the Property shall be permitted and no refuse shall be placed upon or allowed to remain on any part of any Lot within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed, nor shall any improvements be installed therein, so as to alter or block the flow or the quantity of water. Owners of Lots within which any easement for stormwater drainage or retention lines or swales are located may be required by the Association to be responsible for the maintenance of such easement areas to permit the flow and retention of water in accordance with the stormwater drainage and retention system approved by applicable governmental authorities. If any Owner shall fail to comply with any part or all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, and to assess and collect the cost thereof and shall have a lien upon the Lot upon which the work was performed.

W. Wells. No wells for any purpose shall be permitted on the Property.

X. Garages and Garage Doors. All detached single family Residential Units shall have an attached enclosed garage(s) for a minimum of two (2) automobiles, and all garage doors of any Residential Unit shall remain closed at all times when not in use for entry and exit to and from the garage, or for ventilation while in the garage(s).

Y. Swimming Pools. Other than for swimming pools or in-ground or aboveground hot tubs or spas constructed from time to time by the Declarant, any swimming pool or in-ground or aboveground hot tub or spa to be constructed on any Lot shall be subject to the approval and requirements of the ARB. Aboveground swimming pools are prohibited. Pool screen enclosures constructed on any Lot shall be subject to the approval and requirements of the ARB. The ARB shall have the right to adopt such standards as it deems advisable in regard to the location and height of and colors and materials for any pool screen enclosures installed with the Property; provided, however, that nothing herein shall be construed to restrict or prohibit compliance with the minimum requirements for installation, operation and maintenance of fences or other barriers constituting safety barriers around swimming pools, hot tubs or spas on a Lot as may be required by the Winter Park Code or other governmental regulation or law, subject to the approval and additional requirements of the ARB.

Z. Use of Common Area. In order to promote the health, safety and welfare of the Owners and occupants of the Property and provide for the maintenance and preservation of the Common Area and Property, the Declarant and the Association shall be entitled (but not obligated) to establish and enforce conditions governing the use of the Common Area by third parties, including (without limitation) parties providing utility or other services to the Property. Accordingly, all third parties utilizing the Common Area shall be required to comply with such conditions as may be determined by the Association and/or the Declarant, as applicable, to be reasonable and necessary to maintain, preserve and protect the Common Area and the Property, and to preserve and protect the safety of persons and property from time to time located upon or within the Property. Conditions may be imposed, in particular, on any person or entity utilizing the Common Area for the installation, maintenance, repair or replacement from time to time of utilities or any other improvements or facilities (a “**Service Provider**”) pursuant to any easement, permit, license, right of use or similar right or privilege granted by either the Declarant or the Association (whether or not pursuant to this Declaration, a Plat of the Property or any other agreement or instrument) in order to accomplish the foregoing purposes and in order to avoid, if possible, the installation of improvements which interfere with the use of the Common Area and/or detract from the appearance of the Common Area and the Property. Such conditions may include, without limitation, the right of the Association or Declarant to:

(a) Require that the Service Provider submit a written request for authorization to utilize the Common Area, in form and content (and accompanied by such additional documents and information) as are reasonably required by the Association or the Declarant to adequately review and process same;

(b) Require the Service Provider to pay a processing fee in an amount reasonably determined by the Association or the Declarant to compensate it for the cost of processing, reviewing and approving such request;

(c) Require that improvements be installed below ground to the maximum extent practicable;

(d) Approve the location of any improvements;

(e) Approve the size and composition of any above-ground improvements;

(f) Approve the plans and specifications for all improvements;

(g) Supervise construction, installation, repair and other activities;

(h) Establish appropriate times for such activities to be conducted;

(i) Require screening or landscaping around above-ground improvements;

(j) Minimize interference with other uses of the Common Area and Property;

(k) Impose safety, security and traffic control requirements;

(l) Establish and enforce reasonable rules and regulations;

(m) Require the Service Provider to reimburse the Association or the Declarant for any actual, out-of-pocket expenses incurred or payable by the Association or the Declarant to others in order to perform any activities contemplated in this Section, including, without limitation, costs or fees of consultants, contractors and others who may be engaged to perform such activities or to monitor or enforce the provisions of this Section with respect to such Service Provider; and

(n) Take such other actions as are reasonable or appropriate in furtherance of the foregoing.

Nothing contained herein, however, shall be construed to impose upon the Declarant or the Association an affirmative obligation to establish such conditions, nor any particular condition listed above, nor shall either the Declarant or the Association be liable to each other or any Owner or other person for failure to establish or enforce any such conditions.

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

BB. Waivers. Each of the Declarant (so long as it owns any portion of the Property) and the Association has the right, but not the obligation, to grant waivers for minor deviations and infractions of these covenants. The granting of any waiver for any portion of the Property may be given or withheld in the Declarant's or Association's sole discretion and a prior grant of a similar waiver shall not impose the duty to grant new or additional requests for such waivers.

Section 8.02 Enforcement. Failure of any Owner to comply with any restrictions, covenants, policies or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, the imposition of one or more fines (which may become a lien against the Lot or Residential Unit, together with interest and costs of collection), or any combination thereof, including costs and attorney's fees incurred in bringing such actions, and if necessary, costs and attorney's fees for appellate review. Subject to the provisions of Florida Statutes, Section 720.305, as the same may be amended from time to time, the Association shall have the right to suspend use of Common Property for any Owner violating these covenants, conditions and restrictions for a period of time which is the longer of sixty (60) days or the duration of a continuing violation. The Declarant, the Association or any Owner shall have the right to enforce the provisions of this Declaration, as more particularly set forth herein.

Section 8.03 Rental of Residential Units. In the event that any Owner rents or leases a Residential Unit to a tenant or lessee (a "**Tenant**"), such Owner shall notify the Tenant in writing of the existence of this Declaration and the Association governing documents, and shall provide copies of such documents to the Tenant together with copies of any rules and regulations hereunder which are applicable to the Residential Unit. Additionally, such Owner shall deliver written notice of the Tenant's occupancy to the Association, specifying the following information:

A. The complete name and mailing address of the Tenant; and

B. The telephone number, fax number and e-mail address for the Tenant, to the extent applicable.

No Lot or Residential Unit may be leased or licensed to a third party for occupancy for a period of less than nine (9) months except that Lots or Residential Units owned by or leased to Declarant, or parties designated by Declarant as exempt, shall be exempt from this minimum nine (9) month lease period. Any such rental shall comply with the terms contained in the Declaration, other matters of record and all applicable law.

ARTICLE 9 **TURNOVER**

The Members of the Association other than the Declarant shall be entitled to appoint a majority of the members of the Board no later three (3) months after ninety percent (90%) of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Owners other than the Declarant, unless otherwise required by law (the effective date of such transition of control being referred to as “**Turnover**”). The Declarant shall be entitled (but not obligated) to appoint at least one member of the Board for so long as the Declarant holds any portion of the Property for sale in the ordinary course of business, unless otherwise required by law.

ARTICLE 10 **INSURANCE AND CASUALTY LOSSES**

Section 10.01 **Insurance.** The Board shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. In addition to the foregoing, the Association shall be obligated to obtain directors’ and officers’ liability insurance for the directors and officers of the Association.

Insurance obtained by the Association on any portion of the Property shall at a minimum comply with the applicable provisions of this Section 10.01, including the provisions of this Section applicable to policy terms, loss adjustment and all other subjects to which this Section applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to the Association.

The Board shall also obtain a public liability policy covering the Common Area and the Association for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least One Million Dollars (\$1,000,000.00) of coverage for bodily injury, personal injury, and property damage from a single occurrence, and, if reasonably available, Five Million Dollars (\$5,000,000.00) of umbrella liability coverage.

Premiums for all insurance obtained by the Association shall be Common Expenses of the Association and shall be included in the annual assessment. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount

of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in Section B below. Such insurance shall be governed by the provisions hereinafter set forth:

A. All policies shall be written with a company licensed to do business in Florida which holds a Best's ranking of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

B. All policies on the Common Area shall be for the benefit of the Association and mortgagees providing construction financing on the Common Area, if any.

C. Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Board; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

D. In no event shall the insurance coverage obtained and maintained by the Association's Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

E. The Association's Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(a) a waiver of subrogation by the insurer as to any claims against the Association's Board, its manager, Declarant, the Owners, and their respective tenants, servants, agents, and guests;

(b) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(c) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;

(d) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(e) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(f) that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available, flood insurance, if required, and any and all other insurance required by law or determined to be reasonably necessary and/or desirable by the Board. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' assessments on all Residential Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 10.02 **Individual Insurance.** By virtue of taking title to any portion of the Property, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on such Owner's Residential Unit meeting the same requirements as set forth in Section 10.01 of this Section for insurance on the Common Area. Upon request by the Association, an Owner shall, within 15 days of such request, provide the Association with a copy of a casualty insurance policy complying with the requirements of this Section. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his property, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any and all costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the standards of the Property.

Section 10.03 **Damage and Destruction.**

A. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance purchased by or written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this Section, means repairing or restoring the Property to substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

B. Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least two-thirds (2/3) of the members of the Board shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair

or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

C. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then the affected portion of the Property shall be restored to its natural state and maintained by the Association in a neat and attractive condition consistent with the standards of the Property.

Section 10.04 **Disbursement of Proceeds.** If the damage or destruction to the Common Area for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of any portion of the Property and may be enforced by such mortgagee.

Section 10.05 **Repair and Reconstruction.** If the damage or destruction to the Common Area is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall levy a special assessment against the Owners of Residential Units on the same basis as provided for annual assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE 11 **CONDEMNATION**

Any conveyance of Common Area in lieu of and under threat of condemnation must be approved by (i) the Board acting on the authorization of at least two-thirds (2/3) of the Board and (ii) the Declarant so long as the Declarant owns any property subject to this Declaration or which may become subject to this Declaration. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property which may become subject to this Declaration, and at least two-thirds (2/3) of the members of the Board shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article 11 hereof regarding the disbursement of funds in

respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE 12 **DISTRICT REQUIREMENTS**

The provisions of this Article are included for purposes of complying with various requirements of the District. The provisions of this Article are intended to supplement and not replace the remaining provisions of this Declaration. However, in the event of any conflict between any provision of this Article and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article will prevail. In the event of any conflict between any provision of this Article and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article will prevail. Furthermore, if so required by the District or Winter Park, the Declarant may amend this Article as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee, or the Association.

Section 12.01 **Surface Water Management System.**

A. The Declarant has caused or will cause the Surface Water Management System to be constructed within the Property and, to the extent required, on adjacent property. The Surface Water Management System is part of the overall drainage plan for the Property encumbered by this Declaration. The Association shall own the Surface Water Management System and shall be responsible for the maintenance, operation and repair, and if necessary, reconstruction or replacement of the Surface Water Management System pursuant to this Declaration and in a manner consistent with the requirements of the District Permit and any applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained therein. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, retention ponds, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair, reconstruction or replacement of the Surface Water Management System shall be as permitted, or if modified, as approved by the District. The Association shall have unobstructed ingress to and egress from all portions of the Surface Water Management System at all reasonable times to maintain said drainage improvements in a manner consistent with its responsibilities as provided herein and any rules and regulations promulgated by the Association under authority thereof. No Owner shall cause or permit any interference with such access and maintenance.

B. The Association shall exist in perpetuity; however, if the obligation for the maintenance, operation and repair, and if necessary, reconstruction or replacement of any portion of the Surface Water Management System is vested in the Association and the Association is subsequently dissolved, the Association's property rights comprising the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water

Management System will be dedicated to a similar non-profit corporation; provided, however if no other not-for-profit corporation or agency will accept such property, then any affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to the Surface Water Management System as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

C. The Surface Water Management System, including any drainage, stormwater, or other easements of which such system may be comprised, constitutes Common Property of the Association. The Association shall be responsible for assessing and collecting assessments for the maintenance, operation and repair, and if necessary, reconstruction or replacement of the Surface Water Management System and the expenses therefor shall constitute Common Expenses of the Association included in the annual assessments set forth in Section 6.03 hereof. Additionally, to the extent that any Owner takes any action that requires the Association to repair or replace any portion of the Surface Water Management System, the cost of such repair or replacement actions shall be assessed as an individual assessment against and become a debt of the said Owner and shall become immediately due and payable as provided for in Section 6.05 hereof, but shall not be considered part of the annual maintenance assessment or charge. Any repair or reconstruction of the Surface Water Management System shall be as provided in the District Permit or, if modified, as approved, in writing, by the District. Notwithstanding the foregoing, no person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District.

D. The Declarant may have constructed drainage swales or berms upon some or all of the Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Notwithstanding any provision of this Declaration to the contrary, each Lot Owner, including builders of Residential Units, shall be responsible for the maintenance, operation and repair of the swales on its Lot, as applicable. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales or berms to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale or berm shall be authorized and any damage to any drainage swale or berm, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale or berm returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale or berm is located. Should any Owner fail to sufficiently maintain such swale or berm, the Association shall have the authority to maintain the same and the cost of such maintenance shall be assessed as an individual assessment against and become a debt of the said Owner and shall become immediately due and payable as provided for in Section 6.05 hereof. No Owner shall utilize, in any way, any of the drainage improvements within the Property or incorporate such facilities in the Owner's development plans, without the express prior written consent of Declarant, the Association and the ARB.

E. The City and the District shall have an emergency access easement to and over the Surface Water Management System within the Property in the event that inadequate maintenance thereof creates a hazard to the public health, safety, and general welfare. However, this emergency access easement does not impose any obligation, burden, responsibility or liability upon the County to enter upon the Surface Water Management System within the Property to take any action to repair or maintain the Surface Water Management System unless the same is dedicated to the City and the City assumes the responsibility to take such action or maintenance.

Section 12.02 Powers of the Association. The Association shall have all the powers set forth in Chapter 617 of the Florida Statutes.

Section 12.03 Association Membership. All Owners of Lots within the Property are Members of the Association.

Section 12.04 Association Existence. Existence of the Association shall commence with the filing of the Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

Section 12.05 Amendments. Any amendment proposed to these documents which would affect the Surface Water Management System, conservation, mitigation or preservation areas or water management portions of the Common Area will be submitted to the District for approval or for a determination of whether the amendment necessitates a modification of the District Permit.

Section 12.06 Duration. All rules and regulations pertaining to the Surface Water Management System within the Property shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter, unless a longer period is provided for elsewhere in this Declaration.

Section 12.07 Water Management District Permit. The District Permit and its conditions is attached hereto as **Exhibit "B"**. In addition, the registered agent for the Association shall maintain copies of all further permitting actions relating thereto for the benefit of the Association.

Section 12.08 Enforcement by the District. The District shall have the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System within the Property or in mitigation or conservation areas under the responsibility or control of the Association.

Section 12.09 Wetlands and Mitigation Areas. If the Common Property includes one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same or violate any conservation or preserve easement. Such areas are to be maintained by the Association in their natural state. It shall be the Association's responsibility to complete all wetland mitigation, maintenance and monitoring in accordance with all conditions and requirements of the District Permit with respect to same.

Section 12.10 Additional Property. The Association or the Declarant have the power to accept into the Association additional properties that will utilize the same Surface Water Management System within the Property, as more particularly described in Article 2 hereof.

ARTICLE 13
GENERAL PROVISIONS

Section 13.01 Amendments by Members. Other than as set forth in this Section 13.01 below, and other than as otherwise specifically set forth in this Declaration, this Declaration may be amended at any duly noticed meeting of the Association provided that at least two-thirds (2/3) of the total Members vote in favor of the proposed amendment. Notice to the Members shall be given at least fourteen (14) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment; the effective date of the amendment; the date of the meeting at which such amendment was adopted; the number of Members in attendance at the meeting; the number of Members voting in favor of the amendment; and the date that notice of such meeting was given to the Members. Such amendment shall be recorded in the public records of the county in which the Property is located. Notwithstanding anything above to the contrary, as long as Declarant owns any interest in any portion of the Property, any amendment which affects rights granted to Declarant hereunder shall require Declarant's consent, which consent may be granted or withheld in Declarant's sole and absolute discretion.

Section 13.02 Amendments by Declarant. In addition to any other amendment rights granted to Declarant elsewhere herein, prior to Turnover as described in Article 9 herein, Declarant may amend this Declaration, at any time and from time to time, as to all or any portion of the Property unilaterally and without the consent of the Board, any Owner or other person claiming an interest in the Property by, through or under any Owner in the following situations:

- A. if such amendment is necessary to bring any provision of this Declaration into compliance with any applicable law;
- B. if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Property;
- C. if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans to enable such party to make, purchase or guaranty mortgage loans encumbering any portion of the Property;
- D. if such amendment is necessary for the purpose of curing any error, ambiguity in or inconsistency between or among the provisions contained herein;
- E. if Declarant determines such amendment is necessary; provided, however, that such amendment does not prejudice or impair to any material extent the rights of any Member.

Notwithstanding anything in Section 13.01 and Section 13.02 to the contrary, no provision of this Declaration may be amended in a manner that materially adversely affects the interest of Seacoast National Bank, a national banking association, and the successors and assigns of its interests in that certain Mortgage recorded November 26, 2007 in Official Records Book 9513, Page 4338, as affected by that certain Mortgage and Loan Document Modification and Reaffirmation Agreement recorded

August 3, 2009 in Official Records Book 9912, Page 2114, as further affected by that certain Modification of Mortgage recorded November 25, 2014 in Official Records Book 10840, Page 2208, of the Public Records of Orange County, Florida, in said mortgage, without its written consent.

Section 13.03 Declarant's Rights. Prior to Turnover, Declarant reserves and shall have the sole and exclusive right:

A. To amend, modify or grant exceptions or variances from any of the use restrictions set forth herein without notice to or approval by other Owners or mortgagees.

B. Notwithstanding anything contained herein to the contrary in this Declaration, the Articles or Bylaws, Declarant shall be entitled to use any unsold Lot as an aid in selling Lots or as a sales office, construction office, or parking lot, and shall further be allowed to place on the Property construction trailers, sales trailers and signs advertising the sale of Lots. Declarant shall further have the right to transact on the Property any business to consummate the sale of Lots. All sales office and model furniture shall not be considered Association property but shall remain the property of Declarant.

C. Declarant, for itself, its successors, assigns and the Association, hereby reserves a perpetual, non-exclusive easement, on, over, and under the Property, including all Lots and the Common Area, for the necessary, ordinary, and reasonable maintenance and upkeep of lawns, landscaping and structures on the Property.

Section 13.04 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 13.05 Wild Animals. The Property is located adjacent or nearby to certain areas which may contain various species of wild creatures (including, but not limited to, alligators, bears, panthers, raccoons, coyotes and foxes), which may from time to time stray onto the Property, and which may otherwise pose a nuisance or hazard, all risks associated with which each Owner accepts by their purchase of a Lot. Owners shall not feed wild creatures of any kind nor otherwise engage in conduct that attracts wild creatures onto any portion of the Property. Conduct that may attract wild creatures onto the Property, and that may be restricted or regulated by the Association, includes, but is not necessarily limited to: (i) leaving food waste in containers or areas that are accessible by wild creatures, or allowing wild creatures to access food waste, pet food, BBQ grills, refrigerators or freezers in garages or on porches or patios; (ii) not picking fruit (including vegetables and berries) when they are ripe but allowing them to fall and remain on the ground; (iii) leaving birdfeeders out overnight; (iv) keeping bees; (v) not keeping garage doors closed in accordance with Section 8.01X hereof; and (vi) leaving trash containers outside overnight for next day pick-up by trash haulers, in lieu of putting them out in the morning of the day of pick-up. The Association, by and through the Board shall have the right to promulgate rules and regulations which regulate or restrict these activities or any other activities which, in the sole determination of the Board, attract wild creatures onto the Property. For purposes of illustration and not limitation of the foregoing sentence, the Board may promulgate rules and regulations mandating that Owners acquire, at their sole cost and expense, and use so called "Bear Resistant Trash Containers" for the disposition of food waste. Any such Bear Resistant Trash

Containers shall be a type or types that are acceptable to the Association and that are capable of pick-up by any trash hauler(s) servicing the Project.

Section 13.06 FHA/VA Approval. Notwithstanding anything herein to the contrary, as long as Residential Units are being developed on the Property, Declarant may (but shall not be required to) require the following actions to be approved in advance by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration): (i) annexation of additional real property to the Property other than the Additional Property defined herein, (ii) dedication of Common Area, and (iii) amendment of this Declaration. Furthermore, to the extent it is required as a condition of obtaining approval by the Department of Housing and Urban Development, FHA and/or the VA that Declarant make modifications to this Declaration, then Declarant shall have the right to so modify this Declaration without the necessity of joinder or approval of the Association or any Owner or other party who may be affected.

Section 13.07 Communication. All communication from individual Lot Owners to Declarant, its successors or assigns, the Board or any officer of the Association shall be in writing in order to be deemed effective.

Section 13.08 Conflicts. In the event of a conflict between this Declaration and provisions of the Bylaws or the Articles, the terms of this Declaration shall control.

Section 13.09 Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Association and/or Declarant may be assigned to any person or entity which will assume the duties of the Association or Declarant, as the case may be, pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, such assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association or the Declarant. Further, the Association or the Declarant may from time to time delegate any and all of its rights, powers, discretions and duties hereunder to such agent or agents as it may designate.

Section 13.10 Special Exceptions and Variations. Unless the written consent of the Association is first obtained, no Owner other than Declarant (which shall not be required to obtain the Association's consent) shall file a request for zoning variations, special exceptions or zoning changes affecting or relating to any portion of the Property.

Section 13.11 Municipal Service Taxing Units. In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with local governmental authorities, may seek the formation of special purpose municipal service taxing units, benefit units or similar taxing districts ("MSTUs"). The MSTUs will have such responsibilities as are defined in their enabling resolutions, which may include, but are not limited to, maintaining roadway informational signs, traffic control signs, benches, trash receptacles and other street furniture, keeping roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage structures, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefiting the Property. In the event such MSTUs are formed, the Property will be subject to assessment for the cost of services

performed within the MSTU, and personnel working for or under contract with local governmental authorities shall have the right to enter upon lands within the Property to effect the services contemplated. Each Owner by acquiring lands within the Property agrees to pay each and every MSTU assessment and charges imposed upon the Owner's land in a timely manner, failing which such assessments and charges shall be a lien upon those lands, and the MSTU shall have the right to foreclose said lien pursuant to the MSTU's enabling resolution. The Association retains the right to contract with local governmental authorities to provide the services funded by the MSTU.

Section 13.12 Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns, or any Member or Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Member, Owner or the Declarant to enforce any covenant condition, or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In connection with the aforesaid enforcement of these covenants, conditions and restrictions, the prevailing party shall be entitled to its reasonable attorney's fees and costs at all pre-trial, trial, appellate levels and post judgment levels. In addition to the foregoing, 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 Management System.

Section 13.13 Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 13.14 Interpretation. The Declarant shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions pertaining to the rights and responsibilities of the Declarant arising in connection with this Declaration and to construe and interpret such provisions, and its good faith determination, construction or interpretation shall be final and binding. The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all other questions arising in connection with this Declaration and to construe and interpret all other provisions, and its good faith determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 13.15 Authorized Action. All actions which the Association is allowed to take under this Declaration shall be authorized actions of the Association as approved by the Board in the manner provided for in the Bylaws of the Association, unless the terms of this provide otherwise.

Section 13.16 Termination of Declaration; Disposition of Common Property. The Members of the Association may terminate this Declaration upon the affirmative vote of all outstanding votes of

each membership class at a meeting of the Members duly called for such purpose. Such termination, however, shall not be effective until all applicable portions of the Common Property owned by the Association, including Conservation Easement Areas, are transferred to another not-for-profit corporation or appropriate public agency having similar purposes; provided, however, if no other not-for-profit corporation or agency will accept such property, then any Member or affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County in which the Property is located to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Property, or otherwise dispose of the Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate. In the event of termination, dissolution or final liquidation of the Association, ownership of the portion of the Surface Water Management System owned by the Association and the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity in accordance with the rules and regulations of the District and any such transfer and acceptance must be approved in writing by the District prior to such termination, dissolution or liquidation.

Section 13.17 **Execution of Documents.** The development of the Property may require from time to time the execution of certain documents required by governmental authorities to facilitate the provisions thereof. To the extent that said documents require the joinder of Members or Owners, the Declarant, so long as it owns any portion of the Property, and thereafter the Association, by its duly authorized representative, as the agent or the attorney-in-fact for the Members and Owners, may execute, acknowledge and deliver such documents and the Members and Owners, by virtue of their acceptance of deeds to portions of the Property, irrevocably nominate, constitute and appoint the Declarant or the Association as the case may be, through its duly authorized representative, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 13.18 **Declarant's Consent or Approval.** Notwithstanding anything in this Declaration to the contrary, to the extent that any action hereunder requires Declarant's consent or approval, such consent or approval shall only be required so long as Declarant owns any portion of the Property. At such time as Declarant no longer owns any portion of the Property, any action which is subject to Declarant's consent or approval shall no longer require such consent or approval.

Section 13.19 **Prohibited Actions.** Notwithstanding anything contained herein to the contrary, the Association will neither perform any act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

Section 13.20 **Singular, Plural and Gender.** Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 13.21 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property.

Section 13.22 Laws of Florida. The provisions of this Declaration shall be construed under and subject to the laws of the State of Florida.

Section 13.23 Waivers, Exceptions and Variances by Declarant and Association. Notwithstanding anything to the contrary set forth in or which may otherwise be implied from the terms and provisions of this Declaration, the Declarant specifically reserves exclusively unto itself, for the duration hereinafter specified, the right and privilege (but Declarant shall have absolutely no obligation), upon a showing of good cause therefor, to: (a) grant waivers with respect to any existing or proposed future deviation from, or violation or infraction of, the restrictions and other provisions specified in this Declaration where, in the reasonably exercised good faith judgment and discretion of the Declarant, the Declarant shall determine or decide that such deviation, violation or infraction is de minimus, minor, or insignificant, and (b) grant waivers of, exceptions to, or variances from, the restrictions and other provisions specified in this Declaration where special conditions and circumstances exist which are peculiar to a particular Lot and not generally applicable to other Lots (e.g., because of its unusual size, configuration or location) or where a literal interpretation or application of any restriction or provision to a particular Lot would be inappropriate, inequitable or otherwise work or result in a hardship or deny such Lot and the Owner thereof specific rights which are generally enjoyed by other Lots and Owners; it being expressly provided, however, that, in all cases, the Declarant, in the exercise of such right and privilege shall, in its reasonably exercised and good faith judgment and discretion determine or decide that its grant of any such waiver, exception or variance shall not result in, represent, be or constitute a significant deviation of or derogation from (i) the uniform plan of development for the Property, (ii) the architectural, ecological, environmental and aesthetic standards otherwise established for the Property or (iii) the objects and purposes of this Declaration as hereinabove enumerated. The Declarant shall have such right and privilege to grant waivers, exceptions and variances, as aforesaid, until either (x) the expiration of a period of fifteen (15) years from the date of the recordation of this Declaration among the Public Records of Orange County, Florida, or (y) the sale by the Declarant or its successors or assigns in the ordinary course of business, and not in bulk, of all Lots which may be developed in the Property, whichever shall last occur. Following the occurrence of the last of the foregoing events to occur, the right and privilege of the Declarant to grant waivers, exceptions and variances, as aforesaid, shall be delegated and assigned by the Declarant to and thereafter vest in the Board. To the extent that any such waiver, exception or variance is granted in a particular instance or with respect to any particular Lot pursuant to the provisions of this Section, the same shall not be deemed to be a precedent for the granting of such or any similar waiver, exception or variance in any other particular instance or any other particular Lot.

Section 13.24 City Requirements. The provisions of this Section 13.24 are included for purposes of complying with various requirements of the City of Winter Park. The provisions of this Section 13.24 are intended to supplement and not replace the remaining provisions of this Declaration. However, in the event of any conflict between any provision of this Section 13.24 and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Section 13.24 will prevail. In the event of any conflict between any provision of this Section 13.24 and any other provision of this Declaration, and assuming

no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Section 13.24 will prevail.

A. It is prohibited to alter the grade of or original drainage plan for any Lot or Tract, or change in the direction of, obstruct, or retard the flow of surface water drainage, or alter or remove any berm, pipe, ditch, weir, inlet, manhole, swale, and stormwater collection, storage and conveyance system unless expressly authorized by the City of Winter Park. This provision shall be considered a restrictive covenant in favor of and enforceable by the City of Winter Park and in the event of a violation of this provision, the City of Winter Park shall have the right to obtain injunctive relief, seek damages, and assess fines and liens in the amount of the cost to remedy the prohibited action (including administrative costs and attorneys' fees and costs) against the violating person or entity and any property owned by such violating person or entity; provided however, such right shall not limit the City of Winter Park's other available enforcement actions permitted by law or equity. This provision shall not be removed or modified from this Declaration without prior written approval from the City of Winter Park.

B. Regardless of the description of the Property subject to this Declaration, all public rights-of-way and tract(s) owned by the City of Winter Park are exempt from the provisions of this Declaration and the enforcement thereof.

ARTICLE 14

BOAT RAMP IMPROVEMENTS

Section 14.01 **Imposition of Boat Ramp Improvements Easement.** The provisions contained in this Article shall be imposed on Tract B as reflected on the Plat ("**Tract B**"), shall govern any and all access to the use of the Boat Ramp Improvements Easement Area and Boat Ramp Improvements as defined below and shall be in addition to the other covenants, conditions, and restrictions contained in this Declaration.

Section 14.02 **Declaration and Grant of Boat Ramp Improvements Easement.** Declarant hereby reserves unto itself, its successors and assigns and hereby grants the Owners, the Lake Access Non-Owners and the employees of the Lakes Division of the City of Winter Park Department of Public Works or its successor within the City, the contractors/agents of the City of Winter Parks Department of Public Works, and to the officers and employees of the City of Winter Park Fire Department and Police Department, all acting in their official capacity (collectively the "**Winter Park Employees**"), a perpetual exclusive easement (the "**Boat Ramp Improvements Easement**") over, across and upon Tract B (the "**Boat Ramp Improvements Easement Area**") for (i) the use of the driveway/boat ramp (the "**Boat Ramp**") for pedestrian and vehicular ingress and egress between Country Club Drive and the waters of Lake Killarney in connection with the launching and removal of boats and other watercraft in and from the waters of Lake Killarney, and (ii) access through the gate which is located proximate to the eastern boundary line of Tract B (the "**Boat Ramp Gate**" and together with the Boat Ramp, the "**Boat Ramp Improvements**") for such launching and removal of boats and other watercraft. The easement rights reserved and granted hereby are for the sole and limited purposes set forth herein and it is specifically declared that use of the Boat Ramp is solely on a first-come, first-served basis and that no vehicles shall be parked or otherwise left unattended on the Boat Ramp or on Tract B. The Boat Ramp Improvements, together with the fence located along all or a portion of the

perimeter boundary of Tract B (the “**Boat Ramp Fence**”) constitute Common Property of the Association and the Association shall be responsible for the maintenance, inspection, repair and replacement, all as needed in the Association’s sole discretion, of such Common Property and the costs therefor shall constitute Common Expenses of the Association. Tract B and the Boat Ramp Improvements are not public property and the City of Winter Park shall not have maintenance or repair obligations for Tract B and the Boat Ramp Improvements. For purposes of clarification, it is specifically declared that the Boat Ramp Improvements Easement includes no easement or other rights for use of the Community Dock (as defined in Section 8.01B(b) of the Declaration), if and when the Community Dock is installed.

The Boat Ramp Improvements and the Boat Ramp Improvements Easement Area shall be limited to use by the Lake Access Non-Owners, the Winter Park Employees and their agents or contractors, and the Owners and their permitted tenants, families, guests and invitees, solely for boat and watercraft launching related purposes. An Owner that leases their Residential Unit to a tenant in accordance with this Declaration may grant their tenant the right to exercise such Owner’s access and use rights regarding the Boat Ramp Improvements and the Boat Ramp Improvements Easement Area subject to the terms and conditions provided herein, and during the term of such lease, such Owner shall not have any access and use rights with respect to the Boat Ramp Improvements and the Boat Ramp Improvements Easement Area. The right of access to or use of the Boat Ramp Improvements and the Boat Ramp Improvements Easement shall not be severed from the ownership of a Lot or a Lake Access Non-Owner Lot. The use of the Boat Ramp Improvements and the Boat Ramp Improvements Easement shall comply with all applicable requirements of the District Permit, the District, the City and the County and all rules and regulations promulgated by the Association, all as same may be amended from time to time.

In addition to the foregoing grant of easement rights, subject to the terms of this Article, the Declarant, hereby reserves unto itself and establishes and grants to the Association, a perpetual non-exclusive easement for the purposes of construction, inspection, restoration, maintenance and replacement of the Boat Ramp Improvements, Utilities and the Boat Ramp Improvements Easement Area, as more particularly described herein.

Section 14.03 Additional Restrictions on Use of Boat Ramp Improvements Easement Area. Any activity on or use of the Boat Ramp Improvements Easement Area which is inconsistent with this Article or other rules and regulations pertaining to use of the Boat Ramp Improvements and the Boat Ramp Improvements Easement Area, as may be promulgated by the Declarant or the Association from time to time, is prohibited. Without limiting the generality of the foregoing, except as undertaken by Declarant or the Association in connection with constructing, maintaining, replacing or removing the Boat Ramp Fence or the Boat Ramp Improvements or as otherwise expressly provided for in this Article, the following activities and uses are strictly prohibited within the Boat Ramp Improvements Easement Area:

A. Constructing or placing fences, signs (except signs providing rules of use for the Boat Ramp Improvements or the Boat Ramp Improvements Easement Area as may be promulgated from time to time by the Association), or other advertising, or other structures on or above the ground;

- B. Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;
- C. Removing or destroying trees, shrubs, or other vegetation, except exotic/nuisance varieties;
- D. Excavating, dredging or removing loam, peat, gravel, muck, soil, rock or other material substances in such a manner as to affect the surface;
- E. Surface use, except for purposes that permit the lands or water area to remain predominantly in their natural condition;
- F. Activities detrimental to water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

Section 14.04 Reserved Rights to Use of Boat Ramp Improvements Easement Area. Notwithstanding the restrictions in Section 14.03 above to the contrary, such restrictions on the use of the Boat Ramp Improvements Easement Areas shall not preclude the following specific activities from being undertaken on or in the Boat Ramp Improvements Easement Area, subject to all applicable permitting requirements and the rules and regulations of the District, the County and the City:

- A. Construction, repair, maintenance and replacement of the Boat Ramp Improvements or the Boat Ramp Fence by or on behalf of Declarant or Association.
- B. Installation, of electric, water and other utility lines and signage by or on behalf of Declarant or Association within the Boat Ramp Improvements Easement Area which are necessary or reasonable, at the sole discretion and determination of the Declarant or the Association, for the use and operation of the Boat Ramp Improvements (the “Utilities”).
- C. Repair, maintenance and replacement of the Utilities located within the Boat Ramp Improvements Easement Area.
- D. Launching of boats or watercraft by an Owner, Lake Access Non-Owner or the Lake Division Employees with customary use and enjoyment rights to the Boat Ramp Improvements and Boat Ramp Improvements Easement Area, subject to rules and regulations with respect to same promulgated by the Declarant or Association.

Section 14.05 Maintenance of the Boat Ramp Improvements Easement Area. The Boat Ramp Improvements and the Boat Ramp Improvements Easement shall be Common Property of the Association, and the Association shall be responsible for the construction, inspection, restoration, maintenance or replacement of the Boat Ramp Improvements and the Boat Ramp Improvements in accordance with this Article.

Section 14.06 Rules and Regulations for Use of the Boat Ramp Improvements Easement Area and Boat Ramp Improvements. The Declarant or Association may (but shall not be obligated to) promulgate and from time to time modify rules and regulations regarding access to and use of the Boat Ramp Improvements Easement Area and Boat Ramp Improvements by Lake Access Non-Owners, the

Winter Park Employees and their agents or contractors, and the Owners and their permitted tenants, families, guests and invitees (each being a “**Class of User**”). Such rules and regulations may be more or less restrictive to one or more but less than all of the Classes of Users, may condition the use of the Boat Ramp Improvements Easement Area and Boat Ramp Improvements on the payment of fees, charges, assessments or deposit amounts, which amounts may vary among Classes of Users and which may include, but shall not be limited to the following:

A. Restrictions and limitations on the days and hours of access to and use of the Boat Ramp Improvements Easement Area and Boat Ramp Improvements.

B. Restrictions and limitations on the size or type of boats or watercraft permitted to utilize the Boat Ramp Improvements Easement Area and Boat Ramp Improvements.

C. Restrictions and limitations on the number of boats or watercraft any Class of User can put into waters of Lake Killarney at any one time or over a specified period of time.

D. Rules and regulations to preserve the safety and security of Tract B, the Boat Ramp Improvements Easement Area and Boat Ramp Improvements and to preserve the residential character and use of the community.

E. Rules and regulations to ensure that the Boat Ramp Improvements Easement Area and Boat Ramp Improvements are reserved for exclusive use of Lake Access Non-Owners, the Winter Park Employees including their agents or contractors, and the Owners and their permitted tenants, families, guests and invitees.

F. Require that prior to use of the Boat Ramp Improvements Easement Area and Boat Ramp Improvements all users deliver a duly signed acknowledgement that such use is subject to the terms of this Section 14.06, Section 14.07 and Section 14.08 below.

Notwithstanding such rules and regulations, or the lack of such rules and regulations, all Activity Participants (as defined below) shall utilize, or be deemed to utilize, the Boat Ramp Improvements Easement Area and Boat Ramp Improvements subject to the terms of this Section, Section 14.07 and Section 14.08 below.

Section 14.07 Assumption of Risk by Activity Participants. Owners, for and on behalf of themselves and on behalf of their tenants, family members, agents, guests and invitees utilizing the Boat Ramp Improvements Easement Area and Boat Ramp Improvements (such Owners and all of the foregoing, together with any other party utilizing the Boat Ramp Improvements Easement Area and Boat Ramp Improvements irrespective of whether such use is permitted under this Declaration, collectively, the “**Activity Participants**” and individually “**Activity Participant**”) acknowledge and agree that boating, water activities and other activities associated with the use of the Boat Ramp Improvements Easement Area and Boat Ramp Improvements and usage of the waters of Lake Killarney (“**Activity**”) are inherently dangerous and could result in serious bodily harm or death, even if appropriate precautions are taken. The Activity Participants who use the Boat Ramp Improvements Easement Area and Boat Ramp Improvements and the waters of Lake Killarney, by their use, represent that they are familiar with the risks associated with such activities, and hereby assume all risks

associated with such activities to be undertaken by the Activity Participants. The Activity Participants shall comply with all rules and regulations issued by applicable agencies, the City, the County, the Association and the Declarant, and with any rules and regulations, all as they pertain to the Boat Ramp Improvements, Easement Area and Boat Ramp Improvements and the waters of Lake Killarney. Activity Participants shall use the Boat Ramp Improvements Easement Area and Boat Ramp Improvements and the waters of Lake Killarney in a safe manner, which shall not endanger the safety nor be a nuisance to, other users of the lakes or owners of property which abut the Boat Ramp Improvements Easement Area and Boat Ramp Improvements and the waters of Lake Killarney. Activity Participants shall use the Boat Ramp Improvements Easement Area and Boat Ramp Improvements and the waters of Lake Killarney in a manner respectful of other users of the Boat Ramp Improvements Easement Area and Boat Ramp Improvements and the waters of Lake Killarney and of owners of property which abut the Boat Ramp Improvements Easement Area and the waters of Lake Killarney.

Section 14.08 Waiver and Release of Liability. The Activity Participants hereby (a) release Declarant, the Association and all subsidiaries, related and affiliated companies, and the officers, directors, managers, members, employees and agents of Declarant and the Association, (all of the foregoing parties collectively, the “**Indemnitees**”) from any and all losses, liabilities, demands, claims, actions, causes of action, damages and suits, including, without limitation, indirect, special, or consequential loss or damage, and including, without limitation, all costs, expenses and reasonable attorneys’ and paralegals’ fees in any mediation, arbitration, litigation, and bankruptcy proceedings, and appeals therefrom, (b) waive any and all rights the Activity Participants may now or hereafter have against the Indemnitees, and (c) agree to indemnify, defend and hold the Indemnitees harmless from and against, and to reimburse them for, all losses, liabilities, demands, claims, actions, causes of action, damages and suits, including, without limitation, indirect, special, or consequential loss or damage, and including, without limitation, all costs, expenses and reasonable attorneys’ and paralegals’ fees in any mediation, arbitration, litigation, and bankruptcy proceedings, and any appeals therefrom, in each of subpart (a), (b) and (c) herein, arising from personal injury, death, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the use by each and any of the Activity Participants of the Boat Ramp Improvements Easement Area and Boat Ramp Improvements and the waters of Lake Killarney, whether through boating, water activities or otherwise, even if due to the negligence of any one or more of the Indemnitees.

Section 14.09 Enforcement. The easement, maintenance and rights granted to the Declarant and Association in this Article shall be enforceable by the Declarant and Association in addition to any other parties who have standing to enforce these covenants, conditions, and restrictions under the terms of this Declaration.

A. The Declarant and the Association are authorized to proceed at law or at equity to enforce the provisions in this Article pertaining to the Boat Ramp Improvements Easement and Boat Ramp Improvements, to prevent the occurrence any of the prohibited activities set forth herein, and to require the restoration of any portion of Tract B, the Boat Ramp Improvements Easement Area and Boat Ramp Improvements that may be damaged by any activity inconsistent with this Article.

B. Neither the Owners nor any Activity Participant, nor any person or entity claiming by or through any Owner or Activity Participant, shall hold the Declarant or the Association liable for any damage or injury to person or personal property which may occur as a result of the Declarant or the Association's activities which are authorized by this Article unless such damage or injury is caused directly by the willful misconduct of the Declarant or the Association or their respective agents or employees.

C. The Declarant, the Association, or their successors or assigns, may, but shall have no obligation to, take any reasonable action under emergency conditions to prevent, abate, or mitigate significant injury or damage.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered
in the presence of:
WITNESSES:

**TURNER REAL PROPERTY
INVESTMENTS, LLC**, a Florida limited
liability company

Carey E. Bigby
Name: Carey E. Bigby

By: Estate of Thomas M. Turner, VI, Sole
Owner

By: Patrick W. Doyle
Patrick W. Doyle, Personal Representative
of Estate

Lauren N. Shamon
Name: Lauren N. Shamon

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1st day of March, 2018, by Patrick W. Doyle, as Personal Representative of the Estate of Thomas M. Turner, VI, as Sole Owner of **TURNER REAL PROPERTY INVESTMENTS, LLC**, a Florida limited liability company, on behalf of the company. He/~~She~~ ☒ is personally known to me or ☐ has produced a driver's license as identification.

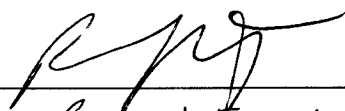
(NOTARY SEAL)

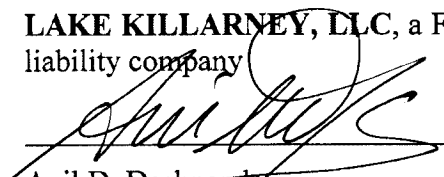


Carey E. Bigby
NOTARY SIGNATURE
Carey E. Bigby
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: FF 114344
My Commission Expires: 6-19-2018

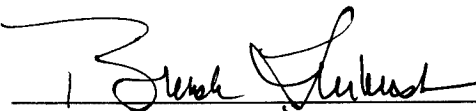
Signed, sealed and delivered
in the presence of:
WITNESSES:

LAKE KILLARNEY, LLC, a Florida limited
liability company


Name: Patrick J. Finnerty


Anil D. Deshpande

Title: Manager


Name: BRENDA FURBUSH

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of FEBRUARY, 2018, by Anil D. Deshpande, as Manager of **LAKE KILLARNEY, LLC**, a Florida limited liability company, on behalf of the company. He/She [☒] is personally known to me or [☐] has produced a ~~driver's license as identification.~~

(NOTARY SEAL)


NOTARY SIGNATURE



BRENDA FURBUSH
MY COMMISSION # FF 988721
EXPIRES: September 3, 2020
Bonded Thru Budget Notary Services

PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: _____
My Commission Expires: _____

JOINDER OF ASSOCIATION

The undersigned, **LAKE KILLARNEY SHORES HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for profit corporation (the "Association") does hereby join in this DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE KILLARNEY SHORES (this "Declaration"), to which this Joinder of Association is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

Signed, sealed and delivered in the presence of: **"ASSOCIATION"**


 Print Name: ANIL DESHPANDE

LAKE KILLARNEY SHORES
 HOMEOWNERS' ASSOCIATION, INC., a
 Florida not-for-profit profit corporation


 Print Name: BRENDA TURBUSH

By: 
 Print Name: Patrick J. Finnerty
 Title: VICE President

[CORPORATE SEAL]

STATE OF FLORIDA
 COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21ST day of FEBRUARY, 2018, by PATRICK FINNERTY, as VICE President of LAKE KILLARNEY SHORES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced as identification.


 Print Name _____
 Title: Notary Public
 Serial Number, if any: _____
 My Commission Expires: _____
 (NOTARY SEAL)



BRENDA TURBUSH
 MY COMMISSION # FF 988721
 EXPIRES: September 3, 2020
 Bonded Thru Budget Notary Services

JOINDER OF MORTGAGEE

The undersigned, **Seacoast National Bank**, a national banking association, hereby consents to and subordinates to the foregoing Declaration of Covenants, Conditions, Easements and Restrictions for Lake Killarney Shores and all of its covenants, conditions, easements, restrictions, terms and provisions, the lien created by that certain Mortgage recorded November 26, 2007 in Official Records Book 9513, Page 4338, as affected by that certain Mortgage and Loan Document Modification and Reaffirmation Agreement recorded August 3, 2009 in Official Records Book 9912, Page 2114, as further affected by that certain Modification of Mortgage recorded November 25, 2014 in Official Records Book 10840, Page 2208, and together with that certain Assignment of Leases, Rents and Profits recorded August 3, 2009 in Official Records Book 9912, Page 2118, all of the Public Records of Orange County, Florida.

Signed, sealed and delivered
in the presence of:
WITNESSES:

SEACOAST NATIONAL BANK, a national
banking association

By: _____

Name: _____

Title: _____

Merlita Shorey

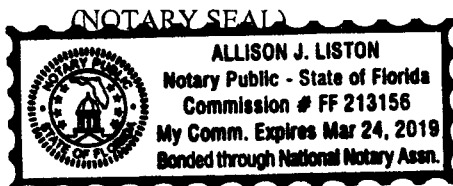
Print Name: MERLITA Shorey

Allison Liston

Print Name: Allison Liston

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 20th day of March, 2018, by Thomas Popieski, as Senior Vice-President of SEACOAST NATIONAL BANK, a national banking association, on behalf of the association. He/She ☒ is personally known to me or ☐ has produced _____ as identification.



Allison J. Liston
NOTARY SIGNATURE

Allison J. Liston
PRINTED NOTARY NAME

EXHIBIT "A"**LEGAL DESCRIPTION****LAKE KILLARNEY SHORES**

PARCELS OF LAND BEING A PORTION OF LOTS 1 AND 4, LORD'S SUBDIVISION, AS RECORDED IN PLAT BOOK P, PAGE 89, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING WITHIN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(1ST DESCRIBED)

BEGIN AT A IRON PIPE (NO ID) MARKING THE NORTHEAST CORNER OF THAT PARTICULAR PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 6449, PAGE 2972, (FOR A POINT OF REFERENCE, SAID POINT IS THE FOLLOWING THREE (3) COURSES FROM THE NORTHEAST CORNER OF SAID LOT 1, LORD'S SUBDIVISION: (1) SOUTH 88°48'25" WEST, A DISTANCE OF 192.85 FEET (2) SOUTH 00°08'22" EAST, A DISTANCE OF 270.14 FEET, AND (3) NORTH 88°48'25" EAST, A DISTANCE OF 165.00 FEET). THENCE, FROM SAID POINT OF BEGINNING, RUN SOUTH 00°51'00" EAST, ALONG THE WESTERLY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOK 4184, PAGE 1708 AND BOOK 10684, PAGE 7897, FOR A DISTANCE OF 115.36 FEET; THENCE RUN SOUTH 00°00'00" EAST, ALONG THE WESTERLY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOKS 10684, PAGE 7897; BOOK 7711, PAGE 4825; AND BOOK 9605, PAGE 2646, FOR A DISTANCE OF 199.59 FEET; THENCE CONTINUE SOUTH 20°28'36" EAST, ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 12.83 FEET; THENCE CONTINUE SOUTH 69°08'54" WEST, FOR A DISTANCE OF 4.80 FEET; THENCE RUN SOUTH 00°00'00" EAST ALONG THE WESTERLY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOKS 9605, PAGE 2646; BOOK 10658, PAGE 3768; BOOK 10450, PAGE 32; BOOK 9838, PAGE 8700; AND BOOK 9247, PAGE 4865, FOR A DISTANCE OF 506.96 FEET TO A POINT ON THE NORTH LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 4425, PAGE 366; THENCE RUN NORTH 89°32'17" WEST, ALONG SAID NORTH PROPERTY LINE, FOR A DISTANCE OF 27.80 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE SOUTH 00°01'28" WEST, ALONG THE WESTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 119.05 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378 (KNOWN AS COUNTRY CLUB DRIVE); THENCE RUN ALONG THE NORTHERLY AND EASTERLY LINES OF SAID PROPERTY (COUNTRY CLUB DRIVE) THE FOLLOWING EIGHT (8) COURSES: (1) NORTH 82°56'13" WEST, FOR A DISTANCE OF 43.61 FEET; (2) NORTH 67°02'46" WEST, FOR A DISTANCE OF 32.85 FEET; (3) NORTH 44°29'39" WEST, FOR A DISTANCE OF 29.31 FEET; (4) NORTH 19°26'25" WEST, FOR A DISTANCE OF 36.63 FEET; (5) NORTH 10°13'52" WEST, FOR A DISTANCE OF 160.05 FEET; (6) NORTH 00°07'50" EAST, FOR A DISTANCE OF 260.46 FEET; (7) NORTH 21°40'44" WEST, FOR A DISTANCE OF 80.00 FEET; (8) NORTH 19°29'40" WEST, FOR A DISTANCE OF 100.16 FEET TO THE MOST SOUTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL

RECORDS BOOK 9750, PAGE 4747; THENCE DEPARTING SAID EASTERLY PROPERTY LINE (COUNTRY CLUB DRIVE), RUN NORTH 63°30'30" EAST, ALONG THE SOUTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9750, PAGE 4747, FOR A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 24°01'54" WEST, ALONG THE EASTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 138.85 FEET TO THE MOST NORTHERLY CORNER OF SAID PROPERTY; THENCE NORTH 55°10'58" WEST, FOR A DISTANCE OF 23.45 FEET TO A POINT ON THE EAST LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2925, PAGE 1746; THENCE RUN NORTH 00°08'22" WEST, ALONG THE EAST PROPERTY LINE OF THOSE PARTICULAR PROPERTIES AS DESCRIBED IN OFFICIAL RECORDS BOOK 2925, PAGE 1746 AND OFFICIAL RECORDS BOOK 10658, PAGE 4875, FOR A DISTANCE OF 83.56 FEET TO THE SOUTHWEST CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9126, PAGE 2378 (KNOWN AS ELLEN DRIVE), SAID POINT DESIGNATED HEREIN AS REFERENCE POINT "A"; THENCE RUN NORTH 88°48'25" EAST, ALONG THE SOUTH LINE OF SAID PROPERTY (ELLEN DRIVE) AND THE SOUTH LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 10056, PAGE 9292, FOR A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 145,116 SQUARE FEET OR 3.331 ACRES, MORE OR LESS.

ALONG WITH (2ND DESCRIBED):

COMMENCING AT THE AFOREMENTIONED REFERENCE POINT "A", BEING THE SOUTHWEST CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9126, PAGE 2378 (KNOWN AS ELLEN DRIVE); THENCE RUN SOUTH 63°27'11" WEST, FOR A DISTANCE OF 75.47 FEET TO THE MOST NORTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10948, PAGE 2596, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, FOR A POINT OF BEGINNING; THENCE RUN SOUTH 48°02'57" WEST, ALONG THE NORTHWESTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 135.24 FEET TO THE NORTHEASTERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9126, PAGE 2378 (KNOWN AS COUNTRY CLUB DRIVE), SAID POINT DESIGNATED HEREIN AS REFERENCE POINT "B"; THENCE NORTH 49°27'42" WEST, ALONG SAID NORTHEASTERLY PROPERTY LINE (COUNTRY CLUB DRIVE), FOR A DISTANCE OF 129.41 FEET, TO THE MOST SOUTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 9744, PAGE 4872; THENCE NORTH 47°05'24" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 158.91 FEET TO THE MOST EASTERLY CORNER OF SAID PROPERTY, SAID POINT ALSO LYING ON THE WESTERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 10658, PAGE 4875; THENCE SOUTH 37°31'42" EAST, ALONG SAID WESTERLY PROPERTY LINE, FOR A DISTANCE OF 112.20 FEET; THENCE SOUTH 47°41'20" EAST, CONTINUING ALONG SAID WESTERLY PROPERTY LINE, FOR A DISTANCE OF 19.19 FEET, TO THE POINT OF BEGINNING.

CONTAINING 18,880 SQUARE FEET, OR 0.433 ACRES, MORE OR LESS.

ALONG WITH (3RD DESCRIBED):

COMMENCING AT A 3/4-INCH IRON PIPE (NO ID) BEING THE AFOREMENTIONED REFERENCE POINT "B", THENCE RUN SOUTH 53°05'10" WEST, CROSSING SAID COUNTRY CLUB DRIVE (AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378), FOR A DISTANCE OF 37.19 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL AND THE POINT OF BEGINNING, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 2836; THENCE RUN SOUTH 53°00'00" WEST, ALONG THE NORTHERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 164.27 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF LAKE KILLARNEY; THENCE RUN NORTHWESTERLY ALONG SAID ORDINARY HIGH WATER LINE, THE FOLLOWING TWELVE (12) COURSES: (1) NORTH 27°05'50" WEST, FOR A DISTANCE OF 13.65 FEET; (2) NORTH 34°46'51" WEST, FOR A DISTANCE OF 18.32 FEET; (3) NORTH 32°27'29" WEST, FOR A DISTANCE OF 15.62 FEET; (4) NORTH 47°13'16" WEST, FOR A DISTANCE OF 33.98 FEET; (5) NORTH 43°42'48" WEST, FOR A DISTANCE OF 8.91 FEET; (6) NORTH 20°25'43" WEST, FOR A DISTANCE OF 4.18 FEET; (7) NORTH 05°55'13" WEST, FOR A DISTANCE OF 5.45 FEET; (8) NORTH 16°10'19" WEST, FOR A DISTANCE OF 4.13 FEET; (9) NORTH 66°35'18" WEST, FOR A DISTANCE OF 3.37 FEET; (10) NORTH 51°55'47" WEST, FOR A DISTANCE OF 21.23 FEET; (11) NORTH 53°20'21" WEST, FOR A DISTANCE OF 15.41 FEET; (12) NORTH 58°23'34" WEST, FOR A DISTANCE OF 9.98 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 7445, PAGE 911; THENCE NORTH 38°11'00" EAST, ALONG SAID SOUTHEASTERLY PROPERTY LINE FOR A DISTANCE OF 142.84 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378 (KNOWN AS COUNTRY CLUB DRIVE); THENCE SOUTH 48°42'32" EAST, ALONG SAID SOUTHWESTERLY LINE, FOR A DISTANCE OF 190.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 25,008 SQUARE FEET, OR 0.574 ACRES, MORE OR LESS.

ALONG WITH (4TH DESCRIBED):

COMMENCING AT A 3/4-INCH IRON PIPE (NO ID) BEING THE AFOREMENTIONED REFERENCE POINT "B", THENCE RUN SOUTH 53°05'10" WEST, CROSSING SAID COUNTRY CLUB DRIVE (AS DESCRIBED IN OFFICIAL RECORD BOOK 9126, PAGE 2378), FOR A DISTANCE OF 37.19 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL; THENCE SOUTH 43°49'00" EAST, ALONG SAID SOUTHWESTERLY PROPERTY LINE, FOR A DISTANCE OF 102.04 FEET; THENCE SOUTH 22°14'49" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 33.39 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 22°14'49" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 180.00 FEET TO AN ANGLE BREAK; THENCE SOUTH 26°43'08" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 45.70 FEET TO AN ANGLE BREAK; THENCE SOUTH 02°25'21" EAST, CONTINUING ALONG SAID PROPERTY LINE, FOR A DISTANCE OF 128.20 FEET TO A POINT ON THE NORTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL

RECORDS BOOK 6538, PAGE 4203; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 90°00'00" WEST, ALONG THE NORTHERLY LINE OF SAID PROPERTY, FOR A DISTANCE OF 186.31 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF LAKE KILLARNEY; THENCE RUN NORTHWESTERLY ALONG SAID ORDINARY HIGH WATER LINE THE FOLLOWING SIXTEEN (16) COURSES: (1) NORTH 14°46'36" EAST, FOR A DISTANCE OF 26.86 FEET; (2) NORTH 04°48'08" EAST, FOR A DISTANCE OF 13.31 FEET; (3) NORTH 02°52'30" WEST, FOR A DISTANCE OF 11.03 FEET; (4) NORTH 10°29'47" WEST, FOR A DISTANCE OF 8.06 FEET; (5) NORTH 22°47'37" WEST, FOR A DISTANCE OF 12.48 FEET; (6) NORTH 01°03'57" WEST, FOR A DISTANCE OF 10.96 FEET; (7) NORTH 13°32'39" WEST, FOR A DISTANCE OF 15.09 FEET; (8) NORTH 18°51'49" WEST, FOR A DISTANCE OF 40.94 FEET; (9) NORTH 25°09'04" WEST, FOR A DISTANCE OF 14.95 FEET; (10) NORTH 30°03'30" WEST, FOR A DISTANCE OF 23.57 FEET; (11) NORTH 32°19'44" WEST, FOR A DISTANCE OF 24.01 FEET; (12) NORTH 20°34'10" WEST, FOR A DISTANCE OF 19.67 FEET; (13) NORTH 24°51'44" WEST, FOR A DISTANCE OF 29.29 FEET; (14) NORTH 23°52'10" WEST, FOR A DISTANCE OF 17.25 FEET; (15) NORTH 31°28'23" WEST, FOR A DISTANCE OF 24.16 FEET; (16) NORTH 27°05'50" WEST, FOR A DISTANCE OF 6.15 FEET TO A POINT ON THE SOUTHERLY LINE OF THAT PARTICULAR PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK 6642, PAGE 2836; THENCE RUN NORTH 71°31'12" EAST, ALONG SAID SOUTHERLY PROPERTY LINE, FOR A DISTANCE OF 190.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 58,782 SQUARE FEET, OR 1.349 ACRES, MORE OR LESS.

FOR AN AGGREGATE TOTAL OF 247,786 SQUARE FEET, OR 5.688 ACRES, MORE OR LESS.

TOGETHER WITH THAT CERTAIN EASEMENT RECORDED IN O.R. BOOK 3282, PAGE 2096, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

TOGETHER WITH THAT DECLARATION OF ACCESS AND UTILITY EASEMENT RECORDED IN O.R. BOOK 7464, PAGE 1949, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Said Property also being described as LAKE KILLARNEY SHORES, according to the plat thereof, as recorded in Plat Book 95, Pages 38 through 40, Public Records of Orange County, Florida.

LESS AND EXCEPT ANY PROPERTY DEDICATED TO THE CITY OF WINTER PARK.

EXHIBIT "B"

District Permit



St. Johns River

Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

October 24, 2017

Deshpande Inc
5401 S Kirkman Rd Ste 640
Orlando, FL 32819-7940

SUBJECT: Permit Number 149720-1
Lake Killarney

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on October 24, 2017. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become nonfinal and any activities that you choose to undertake pursuant to your permit will be at your own risk.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Office of Business and Administrative Services at (386) 329-4570.

Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or

GOVERNING BOARD

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Susan Dolan
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occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at www.sjrwmd.com/permitting/permitforms.html.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Enclosures: Permit

cc: District Permit File

Engineering Consultant: Dave Schmitt
Dave Schmitt Engineering, INC
Ste 241
12301 Lake Underhill Rd
Orlando, FL 32828-4512

Environmental Consultant: Spencer Clark
3025 E South Street
Orlando, FL 32803

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 149720-1

DATE ISSUED: October 24, 2017

PROJECT NAME: Lake Killarney

A PERMIT AUTHORIZING:

Construction of a Stormwater Management System for Lake Killarney, a 6.5 - acre project to be constructed and operated as per plans received by the District on October 13, 2017.

LOCATION:

SECTION(S): 1
Orange County

TOWNSHIP(S): 22S

RANGE(S): 29E

ISSUED TO:

Deshpande Inc
5401 S Kirkman Rd Ste 640
Orlando, FL 32819-7940

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated October 24, 2017

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: 

Marc vonCanal
Regulatory Coordinator

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 149720-1
Lake Killarney
DATE ISSUED October 24, 2017

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[10-1-13], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C. If available, a District website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
 - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the District in writing:
 - a. Immediately if any previously submitted information is discovered to be inaccurate; and
 - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.
21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
22. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any

time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.

23. The proposed project shall be constructed and operated as per plans received by the District on October 13, 2017.
24. This permit does not authorize work in, on or over wetlands or other surface waters.

Notice Of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.

2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.

3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice Of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent to the permittee:

Deshpande Inc
5401 S Kirkman Rd Ste 640
Orlando, FL 32819-7940

This 24th day of October, 2017.



Margaret Daniels, Office Director
Office of Business and Administrative Services
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529
(386) 329-4570

Permit Number: 149720-1

NOTICING INFORMATION

Dear Permittee:

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Margaret Daniels, Office Director
Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

Sincerely,



Margaret Daniels, Office Director

Office of Business and Administrative Services

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on _____:

(Name and address of applicant)_____
 permit#_____. The project is located in _____ County, Section
 _____, Township _____ South, Range _____ East. The permit authorizes a surface
 water management system on _____ acres for
 _____ known as
 _____. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Office of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no 386-329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRADFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386-681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Seminole Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
MacLennay, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Vero Beach Press Journal, Legal Advertising
P. O. Box 1268
Vero Beach, FL 32961-1268
772-221-4282/ fax 772-978-2340

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3436

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322

EXHIBIT "C"

Articles of Incorporation of Association

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of LAKE KILLARNEY SHORES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on January 19, 2018, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H18000023499. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N18000000712.

Authentication Code: 118A00001348-012218-N18000000712-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-second day of January, 2018



Ken Detzner
Ken Detzner
Secretary of State

January 22, 2018

LAKE KILLARNEY SHORES HOMEOWNERS' ASSOCIATION, INC.
5401 S. KIRKMAN ROAD, STE. 640
ORLANDO, FL 32819

The Articles of Incorporation for LAKE KILLARNEY SHORES HOMEOWNERS' ASSOCIATION, INC. were filed on January 19, 2018, and assigned document number N18000000712. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H18000023499.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

DANIEL L O'KEEFE
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 118A00001348

ARTICLES OF INCORPORATION
OF
LAKE KILLARNEY SHORES HOMEOWNERS' ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, a resident of the State of Florida, and of full age, this day executed these Articles of Incorporation ("Articles") for the purpose of forming a corporation not-for-profit, and does hereby certify:

ARTICLE 1
NAME OF CORPORATION

The name of the corporation is LAKE KILLARNEY SHORES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereafter called the "Association").

ARTICLE 2
PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 5401 S. Kirkman Road, Suite 640, Orlando, Florida 32819.

ARTICLE 3
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 5401 S. Kirkman Road, Suite 640, Orlando, Florida 32819 and Anil D. Deshpande is hereby appointed the initial registered agent of this Association at that address. The registered agent shall maintain copies of all permits for the benefit of the Association.

ARTICLE 4
DEFINITIONS

All terms used in these Articles of Incorporation shall have the same meaning as defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Lake Killarney Shores, as the same may be amended and supplemented from time to time ("**Declaration**"), unless these Articles of Incorporation specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE 5
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, operation preservation, and architectural control of the Open Space, Common Property, recreation areas, private roads and sidewalks (if any) within the Property and all street lights and landscaping on and around such private

roads, and to promote the health, safety and welfare of the residents of the Property for the following purposes:

- A. Exercise all of the powers and privileges and to perform all of the rights, duties and obligations of the Association as set forth in the Declaration applicable to the Property and recorded in the Public Records of Orange County, Florida, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- B. Fix, levy, collect and enforce payment by any lawful means all charges or assessments, including, without limitation, that portion of the assessments which shall be used for the maintenance and repair of the Stormwater Management System and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements, pursuant to the terms of the Declaration; to pay all expenses in connection therewith, including, without limitation, the costs of maintenance and operation of the Stormwater Management System, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the Property of the Association, if any;
- C. Acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property of the Association, if any, in connection with the affairs of the Association;
- D. Borrow money, and with the approval of at least two-thirds (2/3) of the Board and the consent of Declarant (to the extent Declarant still owns any portion of the Property), the power and authority to mortgage the property of the Association, if any, and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions;
- E. Pledge Association revenues as security for the performance of any obligation to any governmental agency or authority;
- F. Dedicate, sell or transfer all or any part of the Common Property, if any, to any governmental unit, public utility, or private party approved by at least two-thirds (2/3) of the Board and (to the extent Declarant still owns any portion of the Property) Declarant;
- G. Operate and maintain the Common Property in accordance with the Declaration;
- H. Have and exercise any and all powers, rights and privileges which a corporation organized under the Florida Not For Profit Corporation Act by law may now or hereafter have or exercise, including, without limitation, the right to sue and be sued;
- I. Appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person;
- J. Operate, maintain and manage the Surface Water Management System in a manner consistent with the requirements of the District Permit and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained therein; and

K. Have and exercise any and all powers, rights and privileges set forth under the Declaration and the Bylaws.

ARTICLE 6 **MEMBERSHIP**

Every Owner of a Lot other than the Association shall be a Member of the Association. Membership shall be appurtenant to, run with, and may not be separated from ownership of a Lot.

ARTICLE 7 **VOTING RIGHTS**

The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When any Lot entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of the individual shall be considered to represent the will of all the Owners of that Lot. In the circumstance of such common ownership, if the Owners fail to designate their voting representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owners of such Lot. Upon such notification the Owner may not vote until the Owner(s) appoint their representative pursuant to this paragraph.

Class B: The Class B Member(s) shall be the Declarant and shall be entitled to nine (9) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership once Turnover has occurred.

ARTICLE 8 **BOARD OF DIRECTORS**

Section 8.1 **Number.** Until Turnover, the affairs of this Association shall be managed by a Board of not less than three (3) Directors, who need not be Members of the Association and who shall be appointed by the Declarant. After Turnover and for so long as Declarant holds any portion of the Property for sale in the ordinary course of business, the Declarant shall be entitled (but not obligated) to appoint at least one member of the Board, unless otherwise required by law. At such time as Declarant no longer owns any Lots within the Property, the number of Directors may be increased or decreased by amendment to these Articles, provided there shall never be less than three (3) Directors. All affairs of the Association shall be governed by the affirmative vote of a majority of the Directors in attendance at a duly called meeting unless otherwise specifically provided for in the Declaration.

Section 8.2 **Term.** Directors shall be appointed to serve for three (3) year terms, unless a Director sooner dies, resigns or is removed. There shall be no limit to the number of terms any one Member may serve as a director.

Section 8.3 **Initial Directors.** The names and addresses of the person who are appointed by Declarant to act in the capacity of directors are:

Thomas Lightsey 5401 S. Kirkman Road, Suite 640
Orlando, Florida 32819

Patrick Finnerty 5401 S. Kirkman Road, Suite 640
Orlando, Florida 32819

Brenda Furbush 5401 S. Kirkman Road, Suite 640
Orlando, Florida 32819

ARTICLE 9 **DISSOLUTION**

The Association may only be dissolved upon termination of the Declaration as set forth therein. Upon such dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, if any, including, but not limited to the Common Property, if any, shall be transferred to another not-for-profit corporation or appropriate public agency having similar purposes; provided, however, if no other not-for-profit corporation or agency will accept such property, then any Member or affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County in which the Property is located to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Property, or otherwise dispose of the Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Section 12.3 of the Environmental Resource Permit Applicant's Handbook Volume I, and be approved by the Water Management District prior to such termination, dissolution or liquidation.

ARTICLE 10 **DURATION**

The Association shall exist perpetually.

ARTICLE 11
INCORPORATOR

The name and address of the incorporator is as follows:

Anil D. Deshpande

5401 S. Kirkman Road, Suite 640
Orlando, Florida 32819

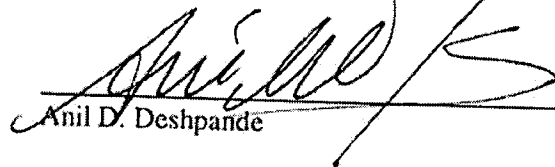
ARTICLE 12
AMENDMENTS

Prior to Turnover, amendment of these Articles of Incorporation shall require the assent of two-thirds (2/3) of the Board of Directors. Following Turnover, these Articles of Incorporation shall be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

ARTICLE 13
FHA/VA APPROVAL

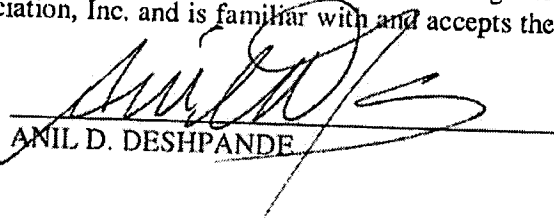
Notwithstanding anything herein to the contrary, as long as Residential Units are being developed on the Property, Declarant may (but shall not be required to) require the following actions to be approved in advance by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration): (i) annexation of additional real property to the Property other than the Additional Property defined in the Declaration, (ii) dedication of Common Area, and (iii) amendment of the Declaration. Furthermore, to the extent it is required as a condition of obtaining approval by the Department of Housing and Urban Development, FHA and/or the VA that Declarant make modifications to the Declaration, then Declarant shall have the right to so modify the Declaration without the necessity of joinder or approval of the Board or any Owner or other party who may be affected.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 19th day of JANUARY, 2018.


Anil D. Deshpande

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process on Lake Killarney Shores Homeowners' Association, Inc. within the State of Florida, at the place designated in ARTICLE 3 of the foregoing Articles of Incorporation, accepts the appointment as registered agent for Lake Killarney Shores Homeowners' Association, Inc. and is familiar with and accepts the obligations of this position.


ANIL D. DESHPANDE

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of JANUARY, 2018, by Anil D. Deshpande. He ☒ is personally known to me ~~or~~ ☐ has produced as identification.

(NOTARY SEAL)


Notary Public Signature

(Name typed, printed or stamped)



BRENDA FURBUSH
MY COMMISSION # FF 888721
EXPIRES: September 3, 2020
Bonded Thru Budget Notary Services

EXHIBIT "D"

Bylaws of Association

BYLAWS
OF
LAKE KILLARNEY SHORES
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1
NAME AND LOCATION

The name of the corporation is LAKE KILLARNEY SHORES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "**Association**"). The principal office of the Association shall be located at 5401 S. Kirkman Road, Suite 640, Orlando, Florida 32819, but meetings of the Board of Directors of the Association may be held at such other places within the State of Florida as may be designated by the Board of Directors.

ARTICLE 2
DEFINITIONS

All terms used in these Bylaws shall have the same meaning as defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Lake Killarney Shores, as the same may be amended and supplemented from time to time (the "**Declaration**"), unless these Bylaws specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE 3
MEETING OF MEMBERS

Section 3.1 Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter at the hour of 7:30 P.M. or on such other day and at such other time and place as the Board may determine. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President of the Association, by a majority of the Board of Directors, or upon written request of the Members that are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

Section 3.3 Notice and Quorum. Notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all Members using one of the means specified in Section 720.306(5), Florida Statutes, not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%), or such lesser amount as may be allowed by law, of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting; however, no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.4 Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable by the Member executing such proxy.

ARTICLE 4 **BOARD OF DIRECTORS**

Section 4.1 Number. Until Turnover, the affairs of this Association shall be managed by a Board of not less than three (3) Directors, who need not be Members of the Association and who shall be appointed by the Declarant. After Turnover and for so long as Declarant holds any portion of the Property for sale in the ordinary course of business, the Declarant shall be entitled (but not obligated) to appoint at least one member of the Board, unless otherwise required by law. At such time as Declarant no longer owns any Lots within the Property, the number of Directors may be increased or decreased by amendment to these Articles, provided there shall never be less than three (3) Directors. All affairs of the Association shall be governed by the affirmative vote of a majority of the Directors in attendance at a duly called meeting unless otherwise specifically provided for in the Declaration.

Section 4.2 Term. Directors shall be appointed to serve for one (1) year terms, unless a Director sooner dies, resigns or is removed. There shall be no limit to the number of terms any one Member may serve as a director.

Section 4.3 Removal. After Turnover any Director may be removed from the Board, with or without cause, by an affirmative vote of a majority of the outstanding votes entitled to be cast by the Members of the Association. Prior to Turnover, the Declarant shall be entitled to remove Directors with or without cause and appoint replacement Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 5 **MEETINGS OF DIRECTORS**

Section 5.1 Regular Meetings. Regular meetings of the Board of Directors shall be held not less frequently than quarterly, at such place and hour as may be fixed from time to time by resolution of the Board. All meetings of the Board shall be open to all Members and Owners except meetings between the Board and its attorney with respect to proposed or pending litigation covering matters which would be governed by the attorney/client privilege. Except as otherwise provided in the Declaration, the Articles of Incorporation of Lake Killarney Shores Homeowners' Association, Inc.

(the “**Articles**” or the “**Articles of Incorporation**”) or these Bylaws, notices of all Board meetings shall be posted in a conspicuous place within the Subdivision at least forty-eight (48) hours prior to any meeting except in an emergency. Notices of any Board meeting at which assessments will be considered and levied shall include a statement to that effect.

Section 5.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Voting. The Directors shall not vote by proxy or secret ballot at Board Meetings, except for purposes of election of officers. The Secretary of the Association shall record in the minutes of each meeting the vote of each Director on each matter brought before the Board.

ARTICLE 6 **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 6.1 Powers. The Board of Directors shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Property, if any, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend the rights of Owners to use the Common Property, if any, and/or impose fines on such Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association, on the terms set forth in the Declaration. Fines may be levied in an amount of up to ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per violation, or ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per day for a continuing violation, up to a maximum of ONE THOUSAND AND NO/100 DOLLARS \$1,000.00 after notice and hearing, in accordance with applicable law, for a reasonable period for infraction of published rules and regulations. Any such fines shall bear interest at ten percent (10%) per annum from the date due until paid and may be the subject of a claim of lien treated as any other assessment under the Declaration. Upon fourteen (14) days notice to any Owner, tenant, guest or invitee against whom a fine is to be imposed, a committee of at least three (3) panel members, appointed by the Board who are not officers, directors or employees of the Association, shall hold a hearing upon any proposal by the Board to levy reasonable fines, not to exceed ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per violation or ONE HUNDRED AND NO/DOLLARS (\$100.00) per day for a continuing violation, up to a maximum of ONE THOUSAND AND NO/100 DOLLARS \$1,000.00) against any Owner, or an Owner’s tenant, guest or invitee for violations of the Declaration or any rules of the Association. This hearing shall not apply with respect to fines against any Owner for failure to pay assessments or other charges when due;

C. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

E. Employ a manager, an independent contractor, or such other employees or consultants as may be deemed appropriate, and to prescribe their duties.

Section 6.2 Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members;

B. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

C. Fix, levy, collect and enforce payment of assessments, as more fully described in the Declaration;

D. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

E. When appropriate, file and foreclose a lien against any Lot for which assessments, fines or costs to cure violations of the Declaration are not paid within thirty (30) days after due date and/or to bring an action at law against the Owner personally obligated to pay the same;

F. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

G. Cause all officers or employees of the Association having fiscal responsibilities to be bonded, as it may deem appropriate;

H. Cause the Common Property, if any, to be maintained in accordance with the Declaration; and

I. Perform all such other duties as may be set forth herein or in the Declaration or as may be required by law.

Section 6.3 Litigation. Before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), the Association must obtain the affirmative approval of seventy-

five percent (75%) of all Class A Members, at a meeting of the members duly called for such purpose. Notwithstanding anything in these Bylaws, the Articles, or the Declaration to the contrary, this Section may not be amended without the affirmative approval of seventy-five percent (75%) of all Class A Members, at a meeting of the Members duly called for such purpose.

ARTICLE 7 **OFFICERS AND THEIR DUTIES**

Section 7.1 Officers. The officers of the Association shall be a President, Vice-President, Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3 Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer sooner dies, resigns, or is removed.

Section 7.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5 Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7 Multiple Offices and Positions. The offices of President, Vice-President, Secretary and Treasurer may be held by the same person. Any officer may also serve on the Board.

Section 7.8 Duties. The duties of the officers are as follows:

A. President:

1. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out and shall sign all leases, mortgages, deeds and other written instruments.

B. Vice-President:

1. The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

C. Secretary:

1. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

D. Treasurer:

1. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

Section 7.9 Delegation of Duties. Notwithstanding anything in this Section to the contrary, the Board of Directors may delegate any of the duties specified herein or permitted hereby to such persons or entities, including without limitation, the representative(s) of a property management company, as the Board may deem appropriate from time to time, to the extent permitted by law.

ARTICLE 8 **BOOKS AND RECORDS**

The Association shall maintain all official records (including, but not limited to, current copies of the Declaration), Articles of Incorporation, and these Bylaws) as required by Section 720.303(4) of the Florida Statutes. These records shall be made available for inspection and photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access from a Member. The Board may adopt reasonable written rules governing access to inspection and copying of Association records and may impose reasonable fees for such services as published by the Board from time to time to cover the costs of providing copies of Association records.

ARTICLE 9 **ASSESSMENTS**

As more fully provided in the Declaration, the Association shall levy annual, special, and individual assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late charge not greater than that permitted by law per installment may be imposed at the option of the Association, and the Association may bring an action at law against the Owner or Member personally obligated to pay the same and/or

file and foreclose a lien against the Lot and the improvements thereon, together with interest, costs, and reasonable attorney's fees of any such action which shall be added to the amount of such assessment. No Owner or Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of any Common Property or abandonment of a Lot or for any other reason.

ARTICLE 10
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: LAKE KILLARNEY SHORES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 11
AMENDMENTS

Section 11.1 These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership. Such amendment shall be recorded in the Public Records of Orange County, Florida.

ARTICLE 12
MISCELLANEOUS

Section 12.1 The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

Section 12.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the LAKE KILLARNEY SHORES HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 1st day of FEBRUARY 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association as of the 21st day of FEBRUARY, 2018.

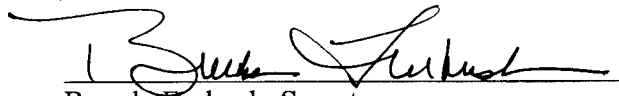

Brenda Furbush, Secretary

EXHIBIT "E"**Lake Access Non-Owner Properties**

455 Lake Front Blvd., Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-050 [2016])

465 Lake Front Blvd., Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-047 [2016])

505 Lake Front Blvd., Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-057 [2016])

515 Lake Front Blvd., Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-058 [2016])

525 Lake Front Blvd., Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-051 [2016])

531 Lake Front Blvd., Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-054 [2016])

565 Lake Front Blvd., Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-063 [2016])

571 Lake Front Blvd., Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-077 [2016])

575 Lake Front Blvd., Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-041 [2016])

585 Lake Front Blvd., Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-040 [2016])

595 Lake Front Blvd., Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-060 [2016])

605 Lake Front Blvd., Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-062 [2016])

401 Country Club Drive, Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-099 [2016])

518 Country Club Drive, Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-083 [2016])

607 Country Club Drive, Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-014 [2016])

612 Country Club Drive, Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-066 [2016])

613 Country Club Drive, Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-011 [2016])

627 Country Club Drive, Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-022 [2016])

632 Country Club Drive, Winter Park, Florida 32789 (Orange County Property Appraiser Parcel Identification Number 01-22-29-5224-00-027 [2016])

This instrument prepared by and
after recording return to:

Gary M. Kaleita, Esquire
Lowndes, Drosdick, Doster, Kantor
& Reed, P.A.
P.O. Box 2809
Orlando, Florida 32802-2809



-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR LAKE KILLARNEY SHORES**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE KILLARNEY SHORES ("First Amendment") is made this 24th day of April, 2018, by **LAKE KILLARNEY, LLC**, a Florida limited liability company, whose address is 5401 S. Kirkman Road, Suite 640, Orlando, Florida 32819 (the "**Declarant**")

RECITALS

WHEREAS, Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions, Easements and Restrictions for Lake Killarney Shores recorded in as Document No. 20180220116 of the Public Records of Orange County, Florida (the "**Declaration**"), concerning a residential single family community located in Orange County, Florida, known as Lake Killarney Shores and more particularly described in the Declaration. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the same meanings ascribed to such terms in the Declaration.

WHEREAS, pursuant to Article 13, Section 13.02(c) of the Declaration, prior to Turnover, Declarant has the right to unilaterally amend the Declaration if such amendment is required by an institutional or governmental Lender;

WHEREAS, as of the date of this First Amendment, Turnover has not occurred;

WHEREAS, Sunrise Bank, a Florida banking corporation, is an institutional lender, and currently holds the mortgage on the Property;

WHEREAS, Declarant desires to amend the Declaration as more specifically set forth in this First Amendment pursuant to the authority granted to Declarant in Article 13, Section 13.02(c) of the Declaration; and

NOW, THEREFORE, Declarant, for itself and its successors and assigns, by the execution and recording in the Public Records of Orange County, Florida of this First Amendment, does hereby declare that the Declaration shall be amended as provided herein.

1. Recitals. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this First Amendment.

2. Definitions. Article I, Section 1.01(Q) of the Declaration is hereby deleted and replaced with the following. Strike-throughs and underlines reflect deletions and additions, respectively.

Q. "Institutional Lender" shall mean and refer to (i) Seacoast National Bank, a national banking association, and the successors and assigns of its interests in that certain Mortgage recorded November 26, 2007 in Official Records Book 9513, Page 4338, as affected by that certain Mortgage and Loan Document Modification and Reaffirmation Agreement recorded August 3, 2009 in Official Records Book 9912, Page 2114, as further affected by that certain Modification of Mortgage recorded November 25, 2014 in Official Records Book 10840, Page 2208, all of the Public Records of Orange County, Florida, or (ii) the owner and holder of a mortgage encumbering a Residential Unit or Lot, which is a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, national banking association, an agency of the United States government, private or public pension fund, Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender. "

3. No Further Amendments. In the event of any inconsistencies between the terms and provisions of this First Amendment and the terms and provisions of the Declaration, the terms and provisions of this First Amendment shall control. Otherwise the Declaration is unmodified and remains in full force and effect. From and after the date of execution and recording of this First Amendment, any and all references to the Declaration shall be deemed to refer to the Declaration as amended by this First Amendment.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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

Signed, sealed and delivered
in the presence of:
WITNESSES:

"DECLARANT"

LAKE KILLARNEY, LLC, a Florida limited liability company

Nan M. Morgan
Name: Nan M. Morgan

Anil D. Deshpande
Anil D. Deshpande

Title: Manager

Matthew Morgan
Name: Matthew Morgan

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of April, 2018, by Anil D. Deshpande, as Manager of **LAKE KILLARNEY, LLC**, a Florida limited liability company, on behalf of the company. He/She [] is personally known to me or ☒ has produced a driver's license as identification.

(NOTARY SEAL)



NAN M. MORGAN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF949639
Expires 1/11/2020

Nan M. Morgan
NOTARY SIGNATURE
Nan M. Morgan
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: _____

My Commission Expires:

This instrument prepared by and
after recording return to:

Gary M. Kaleita, Esquire
Lowndes, Drosdick, Doster, Kantor
& Reed, P.A.
P.O. Box 2809
Orlando, Florida 32802-2809

DOCH 20190063204
01/31/2019 10:22:39 AM Page 1 of 5
Rec Fee: \$44.00
Phil Diamond, Comptroller
Orange County, FL
PU - Ret To: LOWNDES DROSDICK ET AL



-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR LAKE KILLARNEY SHORES**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE KILLARNEY SHORES ("Second Amendment") is made this 17th day of ~~December~~ ^{January}, 2019, by LAKE KILLARNEY, LLC, a Florida limited liability company, whose address is 5401 S. Kirkman Road, Suite 640, Orlando, Florida 32819 (the "Declarant")

RECITALS

WHEREAS, Declarant is the "Declarant" named in that certain Declaration of Covenants, Conditions, Easements and Restrictions for Lake Killarney Shores recorded as Document No. 20180220116 in the Public Records of Orange County, Florida, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Lake Killarney Shores recorded as Document No. 20180251893 in the Public Records of Orange County, Florida (collectively, the "**Declaration**"), concerning a residential single family community located in Orange County, Florida, known as Lake Killarney Shores and more particularly described in the Declaration. Unless otherwise defined herein, all capitalized terms used in this Second Amendment shall have the same meanings ascribed to such terms in the Declaration; and

WHEREAS, pursuant to Article 13, Section 13.02(e) of the Declaration, prior to Turnover, Declarant has the right to unilaterally amend the Declaration if Declarant determines such amendment is necessary; provided, however, that such amendment does not prejudice or impair to any material extent the rights of any Member; and

WHEREAS, as of the date of this Second Amendment, Turnover has not occurred; and

WHEREAS, Declarant has determined that this Second Amendment is necessary and does not prejudice or impair to any material extent the rights of any Member; and

WHEREAS, Declarant desires to amend the Declaration as more specifically set forth in this Second Amendment pursuant to the authority granted to Declarant in Article 13, Section 13.02(e) of the Declaration;

NOW, THEREFORE, Declarant, for itself and its successors and assigns, by the execution and recording in the Public Records of Orange County, Florida, of this Second Amendment, does amend the Declaration as provided herein.

1. Recitals. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Second Amendment. Capitalized terms not otherwise defined in this Second Amendment shall have the meanings ascribed to such terms in the Declaration.

2. Air Conditioners. Article 8, Section 8.01(S) of the Declaration is hereby deleted and replaced with the following. Strike-throughs and underlines reflect deletions and additions, respectively.

S. By virtue of taking title to any portion of the Property, each Owner grants to each adjacent Owner permission to place and maintain air-conditioning compressors and related equipment not less than six feet from any relevant side or rear Lot line, and upon request from Declarant or any adjacent Owner shall evidence such permission in writing. No window or wall-mounted air conditioning units shall be permitted.

3. Setback and Lot Specific Requirements. Article 8, Section 8.01(CC) is hereby added to the Declaration immediately following Article 8, Section 8.01(BB) and immediately preceding Section 8.02.

CC. All Residential Units shall be located and positioned on a Lot in conformity with setbacks therefor established by applicable governmental authorities. Notwithstanding any other setback requirement enumerated in this Section or permitted by law, pools shall be set back not less than fifty (50) feet from the Lake Killarney ordinary high water elevation as established by Winter Park Code (the "Ordinary High Water Elevation"). Additionally, the following Lot specific requirements shall apply:

- (a) Any Residential Unit located on Lot 1 shall be set back not less than sixty (60) feet from the Ordinary High Water Elevation of Lake Killarney;
- (b) Any Residential Unit located on Lot 2 shall be set back not less than sixty one (61) feet from the Ordinary High Water Elevation of Lake Killarney;
- (c) Any Residential Unit located on Lot 3 shall be set back upland of a diagonal line bisecting Lot 3 (the "Lot 3 Setback Line") running directly from a point on the Lot line sixty one (61) feet from the Ordinary High Water Elevation on the Lot side adjacent to Lot 2 ("Setback Point A") to a point on the Lot line seventy (70) feet from the Ordinary High Water Elevation on the opposite Lot side from Lot 2 ("Setback Point B");
- (d) Any Residential Unit located on Lot 3 shall be set back not less than twenty (20) feet from the front yard Lot line;

- (e) Any pool constructed on Lot 3 shall be at an elevation even with or recessed below ground level and shall be constructed such that the pool abuts the side setback required by the applicable governmental authorities on the side Lot line adjacent to Lot 2;
- (f) Any Residential Unit located on Lot 4 shall be set back not less than seventy (70) feet from the Ordinary High Water Elevation of Lake Killarney;
- (g) Any Residential Unit located on Lot 4 shall be set back not less than twenty (20) feet from the front yard Lot line;
- (h) Any pool constructed on Lot 4 shall be at an elevation even with or recessed below ground level and shall be constructed such that the pool abuts the side setback required by the applicable governmental authorities on the side Lot line adjacent to Lot 5;
- (i) Any Residential Unit located on Lot 5 shall be set back not less than seventy (70) feet from the Ordinary High Water Elevation of Lake Killarney;
- (j) Any Residential Unit located on Lot 6 shall be set back not less than seventy (70) feet from the Ordinary High Water Elevation of Lake Killarney;
- (k) Any Residential Unit located on Lot 7 shall be sets back not less than seventy (70) feet from the Ordinary High Water Elevation of Lake Killarney;
- (l) Any Residential Unit located on Lot 8 shall be set back not less than seventy (70) feet from the Ordinary High Water Elevation of Lake Killarney;
- (m) Any pool constructed on Lot 8 shall be at an elevation even to or recessed below ground level;
- (n) Any Residential Unit located on Lot 9 shall be set back not less than eighty five (85) feet from the Ordinary High Water Elevation of Lake Killarney;
- (o) Any Residential Unit located on Lot 9 shall be set back not less than twenty (20) feet from the front yard Lot line;
- (p) Any pool constructed on Lot 9 shall be at an elevation even with or recessed below ground level and shall be constructed such that the pool abuts the side setback required by the applicable governmental authorities on the side Lot line adjacent to that 20' Wide Lake Access Tract described as "Tract 'B'" on that certain plat of Lake Killarney Shores recorded as Document No. 20180220113 in the Public Records of Orange County, Florida;

4. Fences. Article 8, Section 8.01(R) of the Declaration is hereby deleted and replaced with the following. Strike-throughs and underlines reflect deletions and additions, respectively.

R. Other than fences, walls and other similar structures constructed from time to time by the Declarant, no fence, wall or other similar structure shall be erected on any Lot unless the materials therefor and the color, location and dimensions thereof are approved by the ARB and are in accordance with such standards as may be adopted by the ARB; provided, however, that nothing herein shall be construed to restrict or prohibit compliance with the minimum requirements for installation, operation and maintenance of fences or other barriers constituting safety barriers around swimming pools, hot tubs or spas on a Lot as may be required by applicable governmental authorities, subject to the approval and additional requirements of the ARB. With the exception of see-through picket fencing, no fence shall extend beyond the rear corners of any Residential Unit constructed on a Lakefront Lot within Lake Killarney Shores.

5. Swimming Pools. Article 8, Section 8.01(Y) of the Declaration is hereby deleted and replaced with the following. Strike-throughs and underlines reflect deletions and additions, respectively.

Y. Other than for swimming pools or in-ground or aboveground hot tubs or spas constructed from time to time by the Declarant, any swimming pool or in-ground or aboveground hot tub or spa to be constructed on any Lot shall be subject to the approval and requirements of the ARB. Aboveground swimming pools are prohibited. Pool screen enclosures constructed on any Lot shall be subject to the approval and requirements of the ARB. The ARB shall have the right to adopt such standards as it deems advisable in regard to the location and height of and colors and materials for any pool screen enclosures installed with the Property; provided, however, that nothing herein shall be construed to restrict or prohibit compliance with the minimum requirements for installation, operation and maintenance of fences or other barriers constituting safety barriers around swimming pools, hot tubs or spas on a Lot as may be required by the Winter Park Code or other governmental regulation or law ("Required Pool Safety Barriers"), subject to the approval and additional requirements of the ARB. Notwithstanding the foregoing, and except for Required Pool Safety Barriers, all pool screen enclosures, cabanas, summer-kitchens, and other similar type construction in the pool area are prohibited beyond the rear corners of any Residential Unit constructed on a Lakefront Lot within Lake Killarney Shores.

6. No Further Amendments. In the event of any inconsistencies between the terms and provisions of this Second Amendment and the terms and provisions of the Declaration, the terms and provisions of this Second Amendment shall control. Otherwise the Declaration is unmodified and remains in full force and effect. From and after the date of execution and recording of this Second Amendment, any and all references to the Declaration shall be deemed to refer to the Declaration as amended by this Second Amendment.

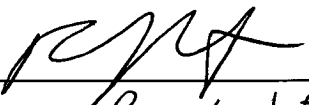
[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

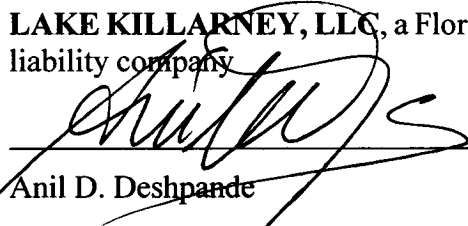
IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:
WITNESSES:

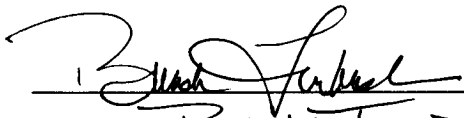
"DECLARANT"

LAKE KILLARNEY, LLC, a Florida limited liability company


Name: Patrick J. Finney


Anil D. Deshpande

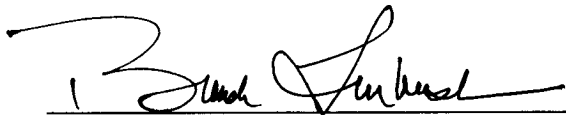
Title: Manager


Name: BRENDA FURBUSH

STATE OF FLORIDA
COUNTY OF ORANGE

~~2018~~ ²⁰¹⁹ The foregoing instrument was acknowledged before me this 17th day of ~~December~~ ^{January}, 2018, by Anil D. Deshpande, as Manager of **LAKE KILLARNEY, LLC**, a Florida limited liability company, on behalf of the company. He [☒] is personally known to me ~~or [] has~~ ^{produced a driver's license as identification:}

(NOTARY SEAL)


NOTARY SIGNATURE

PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: _____
My Commission Expires: _____



BRENDA FURBUSH
MY COMMISSION # FF 988721
EXPIRES: September 3, 2020
Bonded Thru Budget Notary Services

This instrument prepared by and
after recording return to:

Hallie B. Fisher, Esquire
Lowndes, Drosdick, Doster, Kantor
& Reed, P.A.
P.O. Box 2809
Orlando, Florida 32802-2809

DOCH 20190473006
07/31/2019 01:33:18 PM Page 1 of 6
Rec Fee: \$52.50
Phil Diamond, Comptroller
Orange County, FL
PU - Ret To: LOWNDES DROSDICK ET AL



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**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR LAKE KILLARNEY SHORES**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE KILLARNEY SHORES ("Third Amendment") is made this 31st day of July, 2019, by **LAKE KILLARNEY, LLC**, a Florida limited liability company, whose address is 5401 S. Kirkman Road, Suite 640, Orlando, Florida 32819 (the "**Declarant**").

RECITALS

WHEREAS, Declarant is the "Declarant" named in that certain Declaration of Covenants, Conditions, Easements and Restrictions for Lake Killarney Shores recorded as Document No. 20180220116 in the Public Records of Orange County, Florida, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Lake Killarney Shores recorded as Document No. 20180251893 in the Public Records of Orange County, Florida, and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Lake Killarney Shores recorded as Document No. 20190063204 (collectively, the "**Declaration**"), concerning a residential single family community located in Orange County, Florida, known as "Lake Killarney Shores" and more particularly described in the Declaration. Unless otherwise defined herein, all capitalized terms used in this Second Amendment shall have the same meanings ascribed to such terms in the Declaration; and

WHEREAS, pursuant to Article 13, Section 13.02(e) of the Declaration, prior to Turnover, Declarant has the right to unilaterally amend the Declaration if Declarant determines such amendment is necessary; provided, however, that such amendment does not prejudice or impair to any material extent the rights of any Member; and

WHEREAS, as of the date of this Third Amendment, Turnover has not occurred; and

WHEREAS, Declarant has determined that this Third Amendment is necessary and does not prejudice or impair to any material extent the rights of any Member; and

WHEREAS, Declarant desires to amend the Declaration as more specifically set forth in this Third Amendment pursuant to the authority granted to Declarant in Article 13, Section

13.02(e) of the Declaration, for purposes of establishing a signage easement identifying the Lake Killarney Shores housing community;

NOW, THEREFORE, Declarant, for itself and its successors and assigns, by the execution and recording in the Public Records of Orange County, Florida, of this Third Amendment, does amend the Declaration as provided herein.

1. Recitals. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Third Amendment. Capitalized terms not otherwise defined in this Second Amendment shall have the meanings ascribed to such terms in the Declaration.
2. Sign Easement. Declarant hereby establishes, for the benefit of the Association, by and through the Board, a non-exclusive, perpetual easement (the "Sign Easement") to install, repair, re-install, operate, and maintain a sign (the "Sign") and related improvements (together, the Sign and related improvements shall be referred to as the "Sign Improvements"), over the property described on **Exhibit "A"** attached hereto and made part hereof (the "Sign Easement Area"). The Sign shall identify the Lake Killarney Shores residential housing community, and the Sign Improvements shall be installed and maintained in the Board's sole discretion. The Sign Easement Area shall be deemed Common Property.
3. Fencing Around Sign Easement Area. The Association, by and through the Board, has or will construct a fence along the easterly boundary of the Sign Easement Area, which fence shall be deemed a part of the Sign Improvements, and will be maintained in connection with the Sign Improvements.
4. Owner's Use of Sign Easement Area. Any Owner of the Lot on which the Sign Easement is located shall be permitted to enter the Sign Easement Area, so long as such entry does not disturb the Sign Improvements. No Owner of the Lot on which the Sign Easement is located shall be permitted to modify the Sign Improvements in any manner without the prior written consent of the Association. If any Owner causes damage to the Sign Improvements, the Association may levy an Individual Assessment against such Owner for the cost and expenses, including attorney's fees, of repairing any damage to the Sign Improvements.
5. No Further Amendments. In the event of any inconsistencies between the terms and provisions of this Third Amendment and the terms and provisions of the Declaration, the terms and provisions of this Third Amendment shall control. Otherwise the Declaration is unmodified and remains in full force and effect. From and after the date of execution and recording of this Third Amendment, any and all references to the Declaration shall be deemed to refer to the Declaration as amended by this Third Amendment.

[Signatures appear on the following pages]

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

Signed, sealed and delivered
in the presence of:
WITNESSES:

“DECLARANT”

LAKE KILLARNEY, LLC, a Florida limited
liability company

Brenda Furbush
Name: BRENDA FURBUSH

Anil D. Deshpande
Anil D. Deshpande

Title: Manager

Patrick J. Finnerty
Name: Patrick J. Finnerty

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31st day of July, 2019, by Anil D. Deshpande, as Manager of LAKE KILLARNEY, LLC, a Florida limited liability company, on behalf of the company. He [] is personally known to me or [] has produced a driver’s license as identification.

(NOTARY SEAL)

Brenda Furbush
NOTARY SIGNATURE

PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF FLORIDA
Commission Number: _____
My Commission Expires: _____



BRENDA FURBUSH
MY COMMISSION # FF 088721
EXPIRES: September 3, 2020
Bonded Thru Budget Notary Services

EXHIBIT “A”

SKETCH OF DESCRIPTION**PROPOSED SIGN EASEMENT****PORTION OF LOT 30****LAKE KILLARNEY SHORES, PLAT BOOK 95, PAGES 38-40****LYING WITHIN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST**

AREA ABOVE RESERVED FOR RECORDING INFORMATION

DESCRIPTION

A PORTION OF LOT 30, LAKE KILLARNEY SHORES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 95, PAGES 38 THROUGH 40 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 30; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID LOT 30 AND THE NORTHERLY RIGHT OF WAY LINE OF COUNTRY CLUB DRIVE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 82°56'13" WEST, A DISTANCE OF 43.61 FEET; (2) THENCE NORTH 67°02'46" WEST, A DISTANCE OF 32.85 FEET; (3) THENCE NORTH 44°29'39" WEST, A DISTANCE OF 12.42 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE AND NORTHERLY RIGHT OF WAY LINE, RUN SOUTH 89°58'32" EAST, A DISTANCE OF 82.25 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID LOT 30; THENCE ALONG SAID EASTERLY BOUNDARY LINE, RUN SOUTH 00°01'28" WEST, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,553 SQUARE FEET OR 0.036 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS DOCUMENT CONSISTS OF 2 PAGES NOT FULL OR COMPLETE WITHOUT BOTH.
5. BEARINGS SHOWN HEREON ARE BASED ON NORTHERLY RIGHT OF WAY LINE OF COUNTRY CLUB DRIVE, WHICH BEARS S82°56'13"E, PER PLAT BOOK 95, PAGES 38-40.

THIS SKETCH IS NOT A SURVEY.

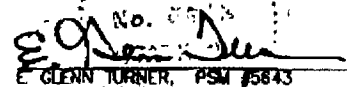
SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR SKETCH**SKETCH OF DESCRIPTION****PROPOSED SIGN EASEMENT****PORTION OF LOT 30****LAKE KILLARNEY SHORES, PLAT BOOK 95, PAGES 38-40**
LYING WITHIN SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST

JOB NO.: 161216	DATE	REVISIONS	TECH
SCALE: 1" = 20'	7/8/19	REV DIMENSIONS	JP
DRAWN BY: GJP			
APPROVED BY: JOF			
DRAWING FILE: 1			
3 VARIOUS Q			
ORANGE COUNTY MAPS/161216			
ORANGE COUNTY			
ORANGE COUNTY/161216 LINE			
KILLARNEY SHORES LOT 30 BORN			
161216			

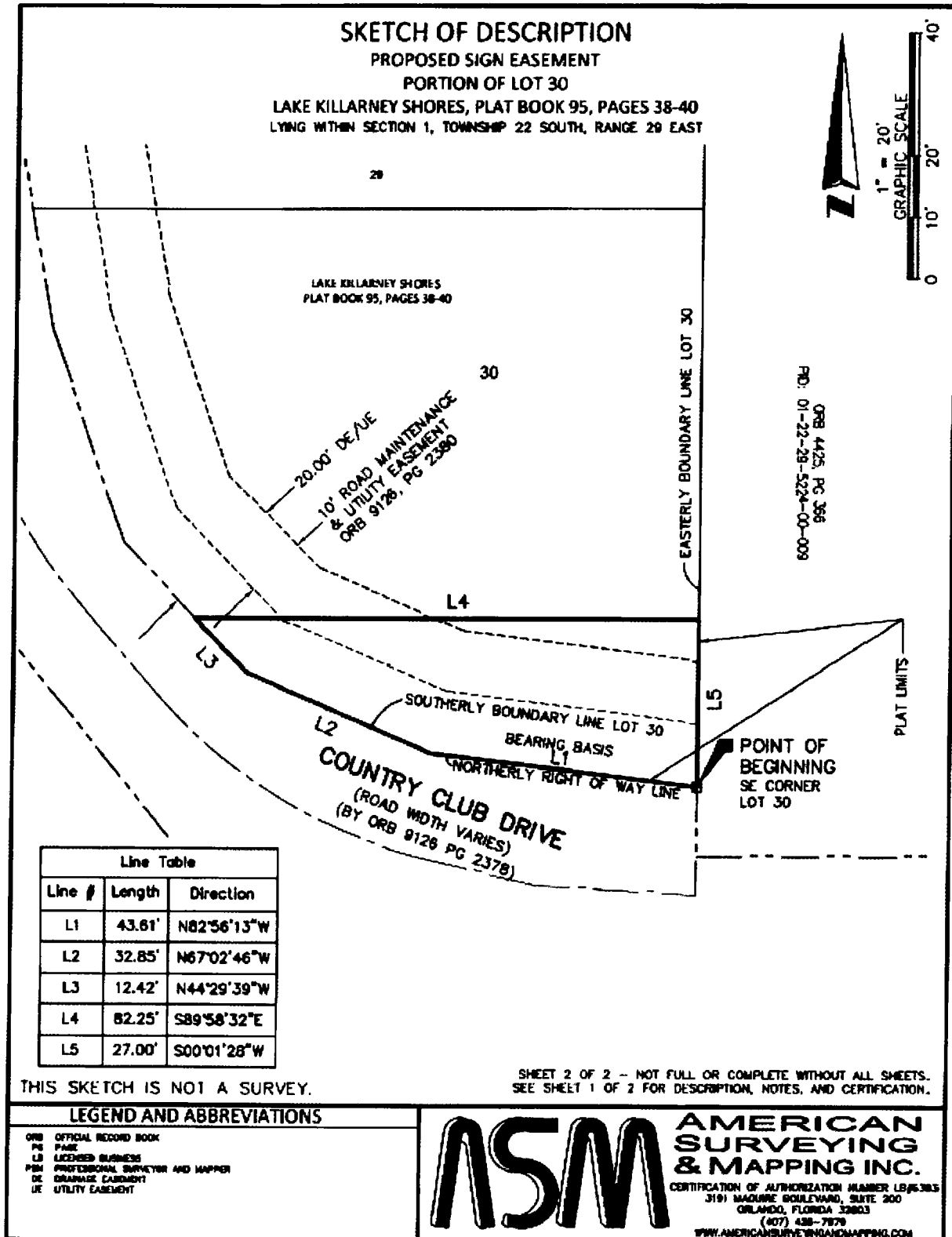

**AMERICAN
SURVEYING
& MAPPING INC.**

 CERTIFICATION OF AUTHORIZATION NUMBER LB#6383
 3114 MAGUIRE BOULEVARD, SUITE 200
 ORLANDO, FLORIDA 32803
 (407) 426-7079
WWW.AMERICANSURVEYINGANDMAPPING.COM

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

No. 000

 E. GLENN TURNER, PSM #5843

DATE: 7/8/19



Victoria Tabor

From: Gloria Eby
Sent: Thursday, May 19, 2022 3:56 PM
Subject: FW: [External] RE: [External] RE: Killarney Estates HOA- Boat ramp
Attachments: Declaration.pdf; First amendment to CCRs.pdf; Second amendment to CCRs.pdf; Third amendment to CCRs.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Greetings!

Please find follow up to the questions asked of the Lake Killarney Advisory Board related to Killarney Estates HOA- Boat ramp.

Victoria, please place the email response and attachment in agenda packet for June 29th meeting under non-action item completed. Thanks!

Have a great evening.

 City of Winter Park 401 Park Ave. South Winter Park, FL. 32789 cityofwinterpark.org	Gloria Eby, MS Director Natural Resources & Sustainability o: 407.599.3471
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Under Florida law, email addresses and written correspondence with the city become public record and must be made available to the public and media upon request (unless otherwise exempt). If you do not want your email address to be public record, please contact our office by phone.

From: Tom Lightsey <tlightsey@cfl.rr.com>
Sent: Wednesday, May 11, 2022 12:41 PM
To: Gloria Eby <geby@cityofwinterpark.org>; 'Patrick Finnerty' <patrick@deshpandeinc.com>; 'Anil Deshpande' <anil@deshpandeinc.com>
Cc: service@greystone-mgmt.com; 'Lori Collier' <lori@greystone-mgmt.com>; Simi Lightsey <SimiLightsey@outlook.com>
Subject: [External] RE: [External] RE: Killarney Estates HOA- Boat ramp

[Caution: This email originated from outside the City of Winter Park email system. Before clicking any hyperlinks, verify the real address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Gloria,

I am responding on behalf of Patrick Finnerty while he is on vacation. To our knowledge, we currently only have about 3 properties wishing to enroll in the agreement.

Attached are the HOA Declaration of Covenants, Condition, easements and Restrictions. They can also be accessed through the Orange County Comptrollers website <https://www.occompt.com/official-records>.

Please let us know if you need any additional information.

Thanks,
Tom Lightsey

From: Gloria Eby <geby@cityofwinterpark.org>
Sent: Tuesday, May 10, 2022 3:52 PM
To: Patrick Finnerty <patrick@deshpandeinc.com>; Anil Deshpande <anil@deshpandeinc.com>
Cc: Lightsey Tom <lightsey@cfl.rr.com>; 'service@greystone-mgmt.com' <service@greystone-mgmt.com>
Subject: RE: [External] RE: Killarney Estates HOA- Boat ramp

Good Afternoon,

Having concluded our Lake Killarney Advisory Board meeting, there was some additional information requested that I hope you are able to provide.

In your letter to the community related to the Boat Ramp User Agreement that expires June 1, 2022, do you have the following:

- List or count of properties that have enrolled in Boat Ramp User Agreement?
- Do you have HOA covenants & by-laws available?

Thanks for your help on this.

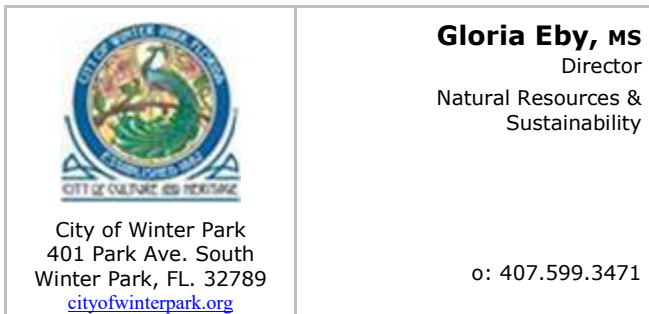
 City of Winter Park 401 Park Ave. South Winter Park, FL. 32789 cityofwinterpark.org	Gloria Eby, MS Director Natural Resources & Sustainability o: 407.599.3471
--	---



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From: Gloria Eby
Sent: Wednesday, March 30, 2022 6:52 AM
To: Patrick Finnerty <patrick@deshpandeinc.com>; Anil Deshpande <anil@deshpandeinc.com>
Cc: Lightsey Tom <tlightsey@cfl.rr.com>
Subject: RE: [External] RE: Killarney Estates HOA- Boat ramp

This is great! Thank you!



----- Original message -----

From: Patrick Finnerty <patrick@deshpandeinc.com>
Date: 3/29/22 10:01 AM (GMT-05:00)
To: Gloria Eby <geby@cityofwinterpark.org>, Anil Deshpande <anil@deshpandeinc.com>
Cc: Lightsey Tom <tlightsey@cfl.rr.com>
Subject: [External] RE: Killarney Estates HOA- Boat ramp

[Caution: This email originated from outside the City of Winter Park email system. Before clicking any hyperlinks, verify the real address by hovering over the link. Do not open attachments from unknown or unverified sources.]

Hi Gloria,

The land is owned by the HOA and the developer should be completely turning over the full community to the HOA later this year (522 country club dr property info attached). Per the approval of the city commission, there was a list of neighbors (attached) who could have access to the ramp, provided they either join the HOA or pay a one-time fee (Commission Agenda attached). The access way contains a grid system that is sodded and needs to be allowed to grow and set to be properly stabilized before it is ready for vehicle traffic. The HOA will be sending out a mailer to the residents that the commission specified to determine if they would like to join the HOA, pay a one-time fee, or not use the ramp.

Thank you.

Respectfully,

Patrick Finnerty
Deshpande, Inc.
5401 S. Kirkman Road, Suite 640
Orlando, FL 32819
Tel 407.481.8191
Fax 407.481.8199
Cell 407.900.5688

From: Gloria Eby <geby@cityofwinterpark.org>
Sent: Tuesday, March 29, 2022 7:44 AM
To: Patrick Finnerty <patrick@deshpandeinc.com>; Anil Deshpande <anil@deshpandeinc.com>
Subject: Killarney Estates HOA- Boat ramp
Importance: High

Good morning!

I received your info from our Planning Dept- we have a couple of questions on the status of the boat ramp. The plans show that the boat ramp for the Killarney Estates subdivision is to be owned and managed by the HOA. Do you happen to have the rules and regulations for who gets keys to the gate and who can use the ramp, being it is the sole domain of the HOA?

We are not aware of the status of the HOA (if it exists yet and is functioning or who is a contact). Do you have any updates? Maybe it is still be in the control of your developing group? We would appreciate any information as it is being requested by the community the status and regulations.

Thanks for your help!

 City of Winter Park 401 Park Ave. South Winter Park, FL. 32789 cityofwinterpark.org	Gloria Eby, MS Director Natural Resources & Sustainability o: 407.599.3471
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Lake Killarney Advisory Board

agenda item

item type	Non-Action Items	meeting date	June 29, 2022
prepared by	Victoria Tabor	approved by	
board approval			
strategic objective			

subject

Department Organizational Chart with Names

motion / recommendation

background

alternatives / other considerations

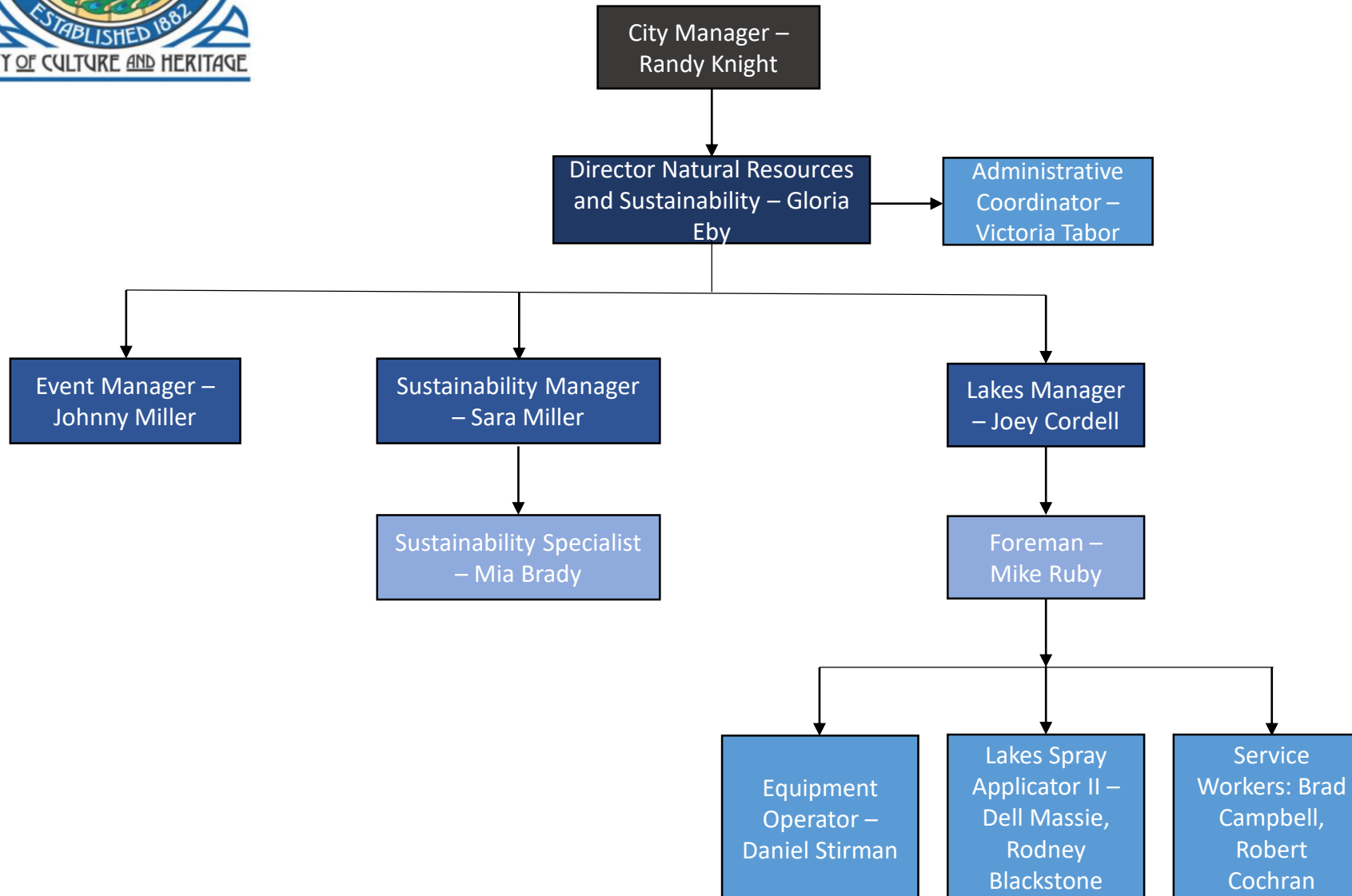
fiscal impact

ATTACHMENTS:

[Department Org Charts.pdf](#)

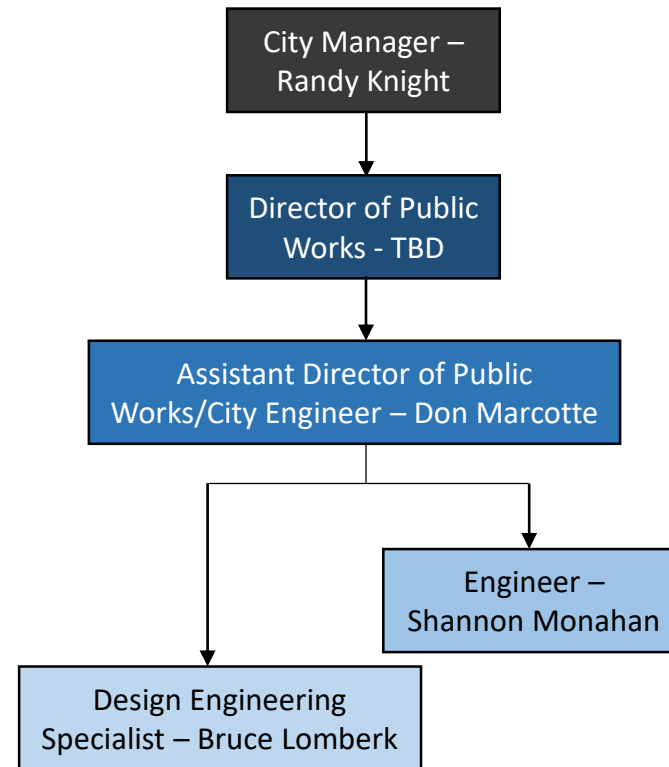


NATURAL RESOURCES AND SUSTAINABILITY ORGANIZATIONAL CHART





STORMWATER ADMINISTRATION ORGANIZATIONAL CHART





Lake Killarney Advisory Board

agenda item

item type	Staff Updates	meeting date	June 29, 2022
prepared by	Victoria Tabor	approved by	
board approval			
strategic objective			

subject

Lakes Management

motion / recommendation

background

alternatives / other considerations

fiscal impact

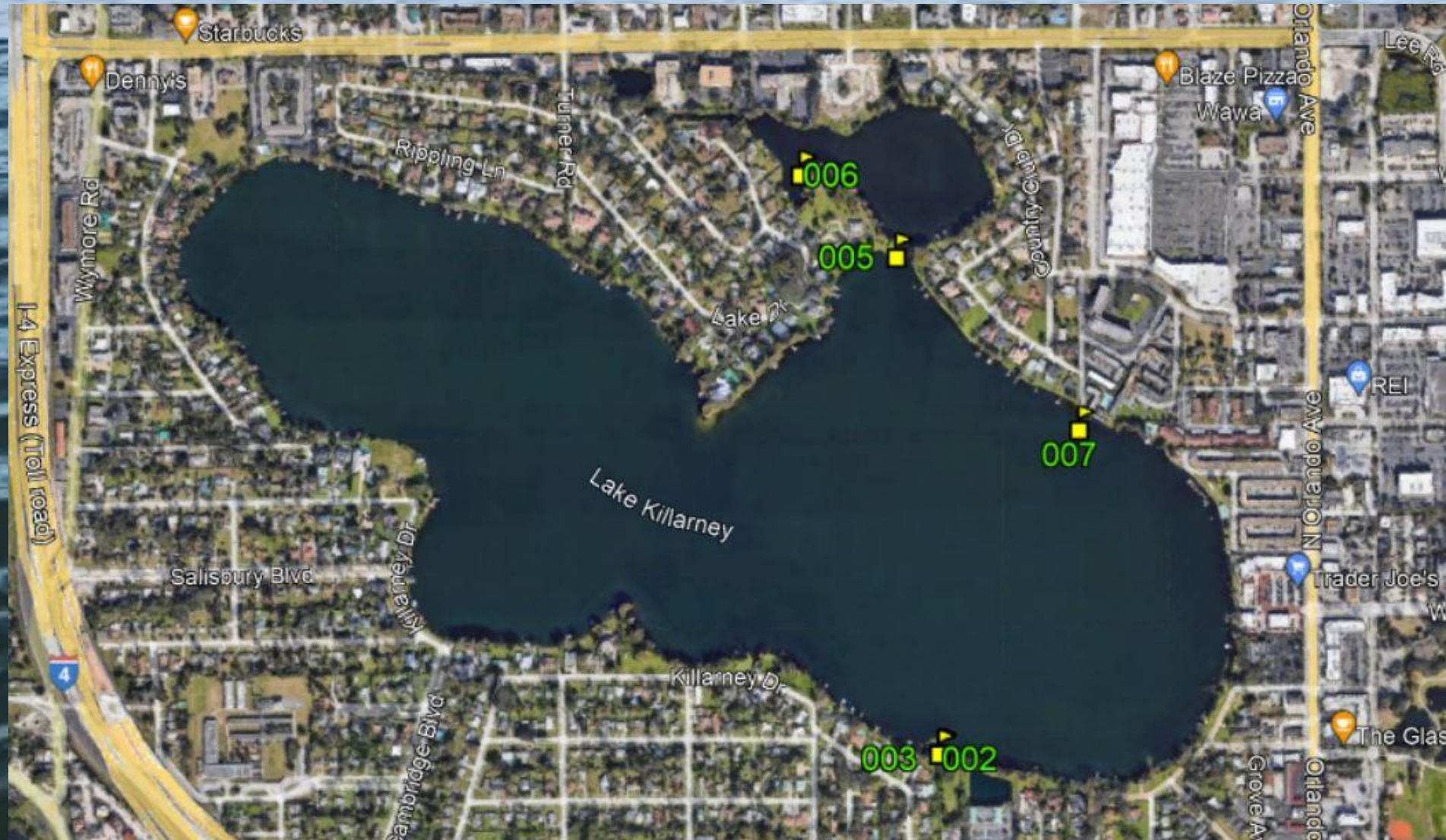
ATTACHMENTS:

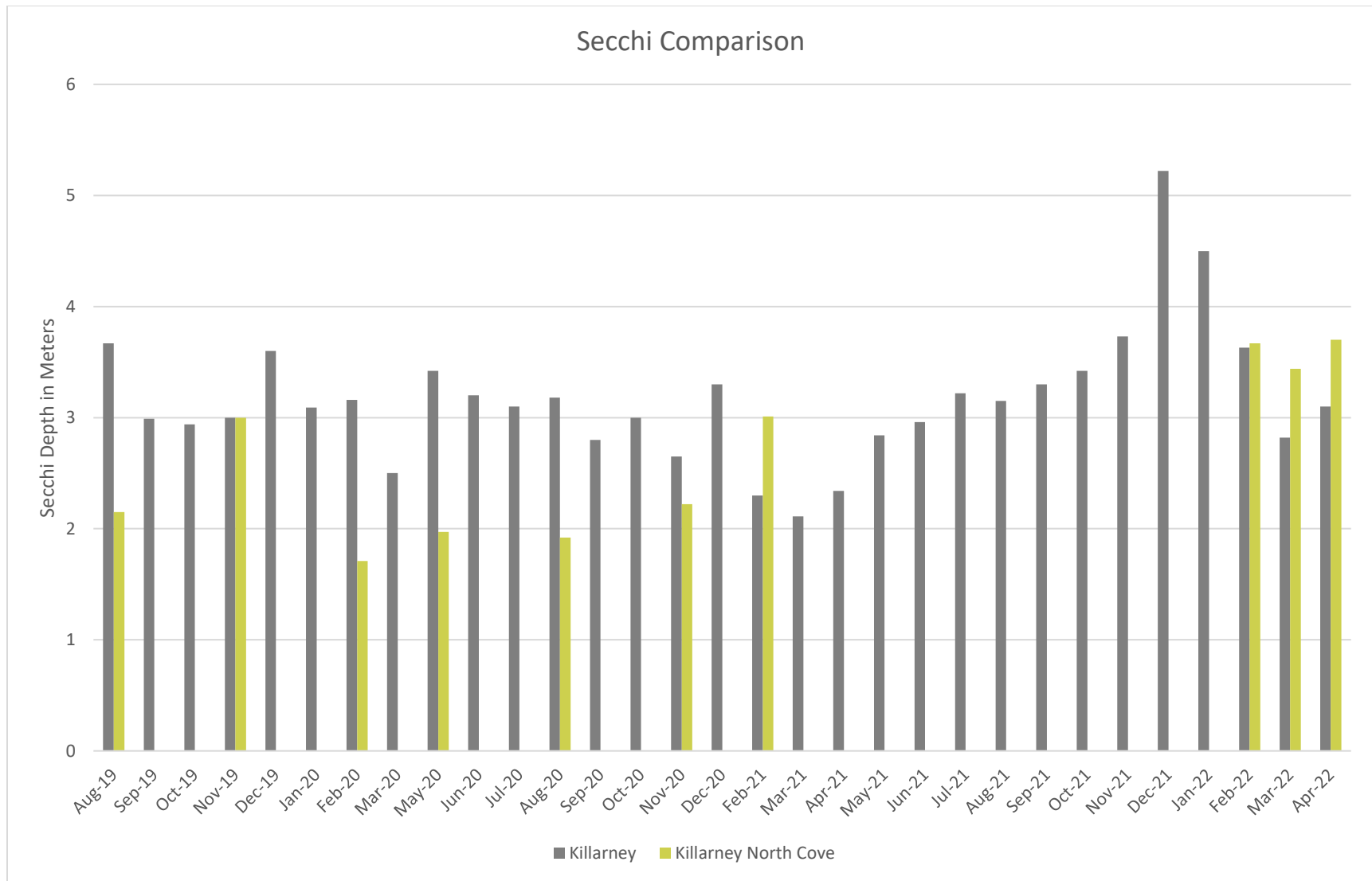
[Lakes Update 06.2022.pdf](#)

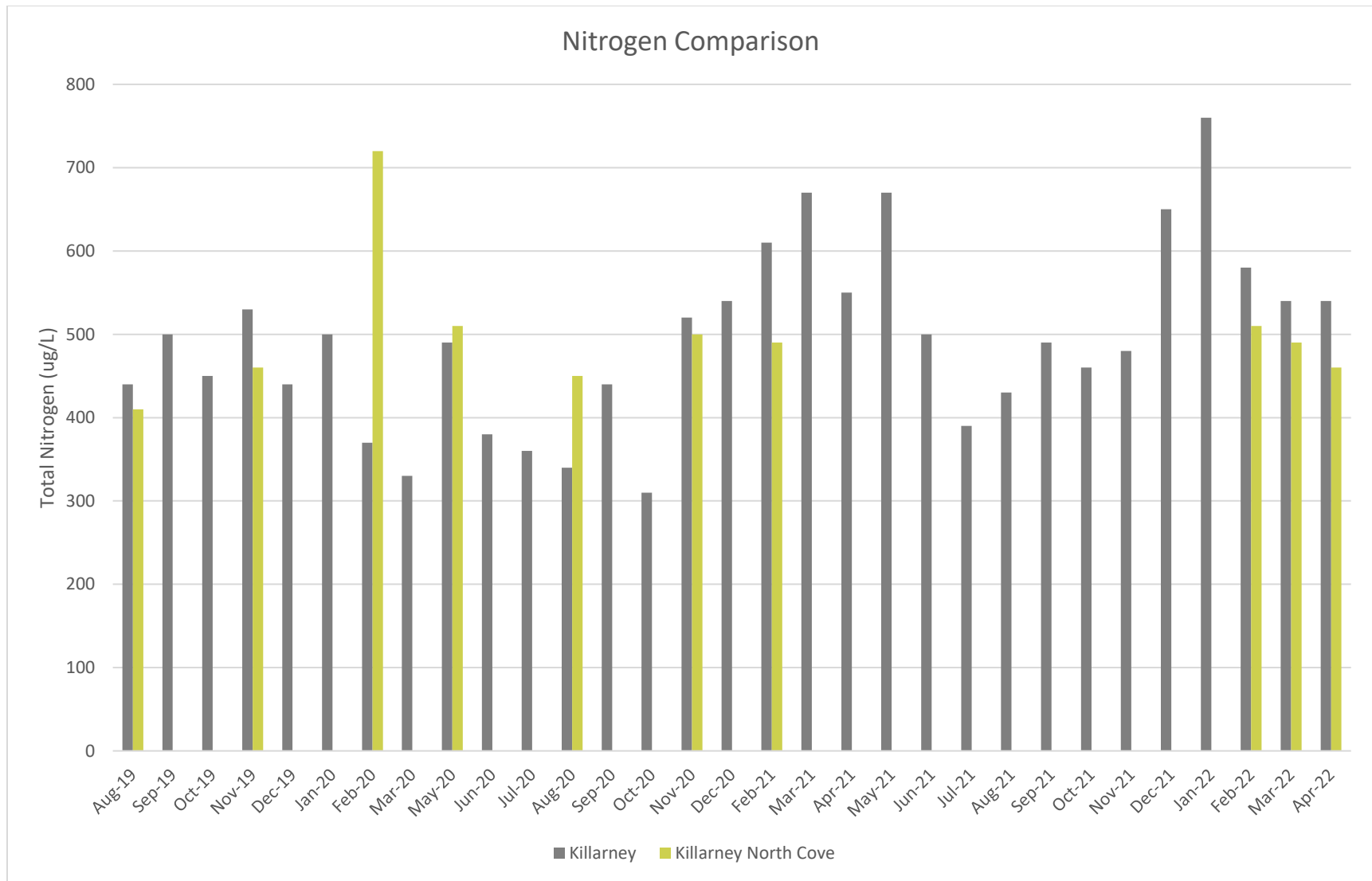
LAKE UPDATE:

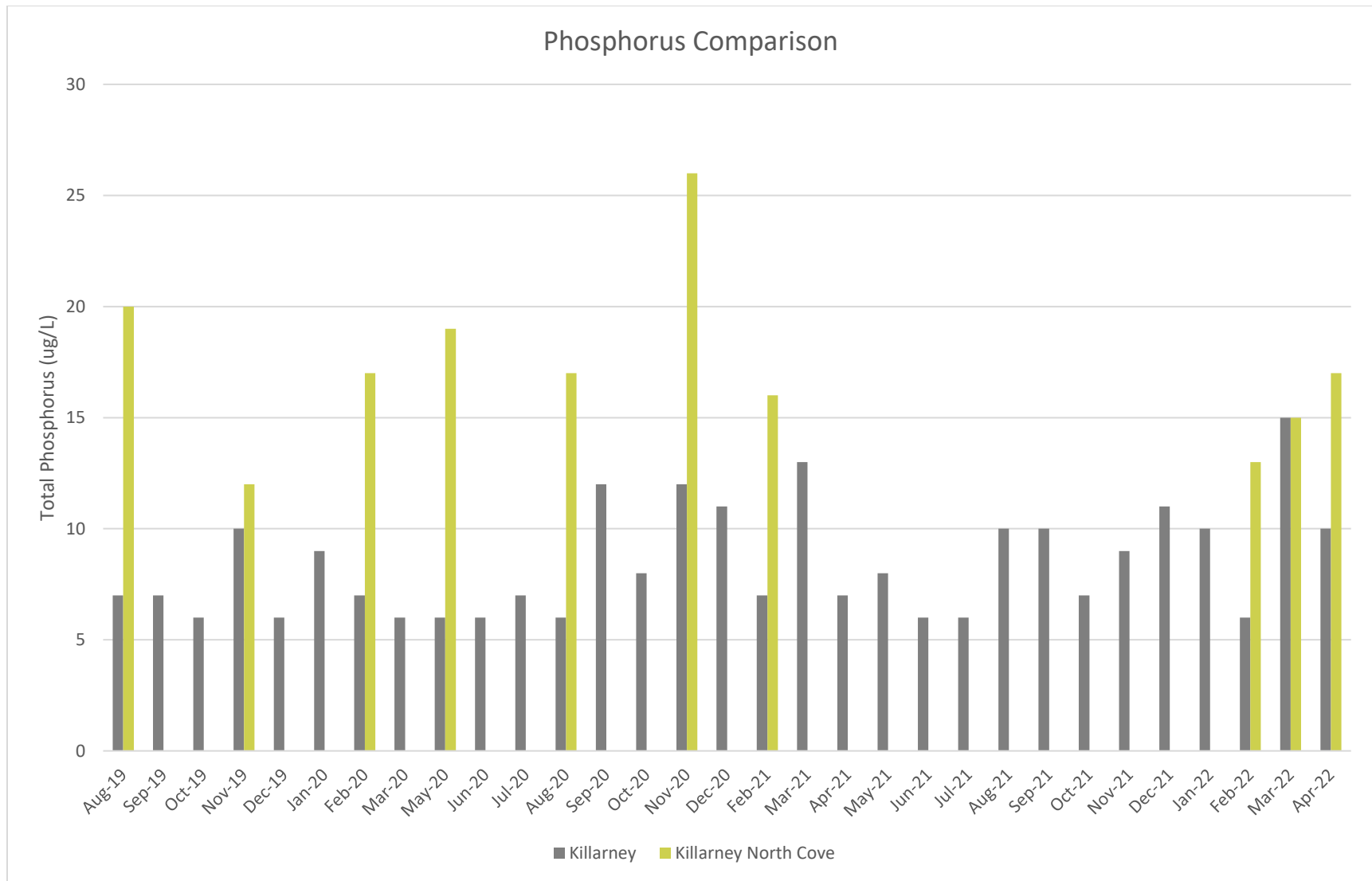
- 4 patches of hydrilla were mapped by Orange County and spot treated by Dell Massie and Dan Stirman.
- Water samples we collect May & June: Collaborating with GIS manager to build a water quality portal for City website.
- Maintenance and efforts:
 - 445 gal debris
 - 105 gal trash
- Insufficient turbidity curtains in place at seawall construction. Stop work order was issued. Turbidity curtains was installed immediately.
- Staff searched for additional Cove data. Data set provided was complete.
- Fertilizer Campaign efforts.

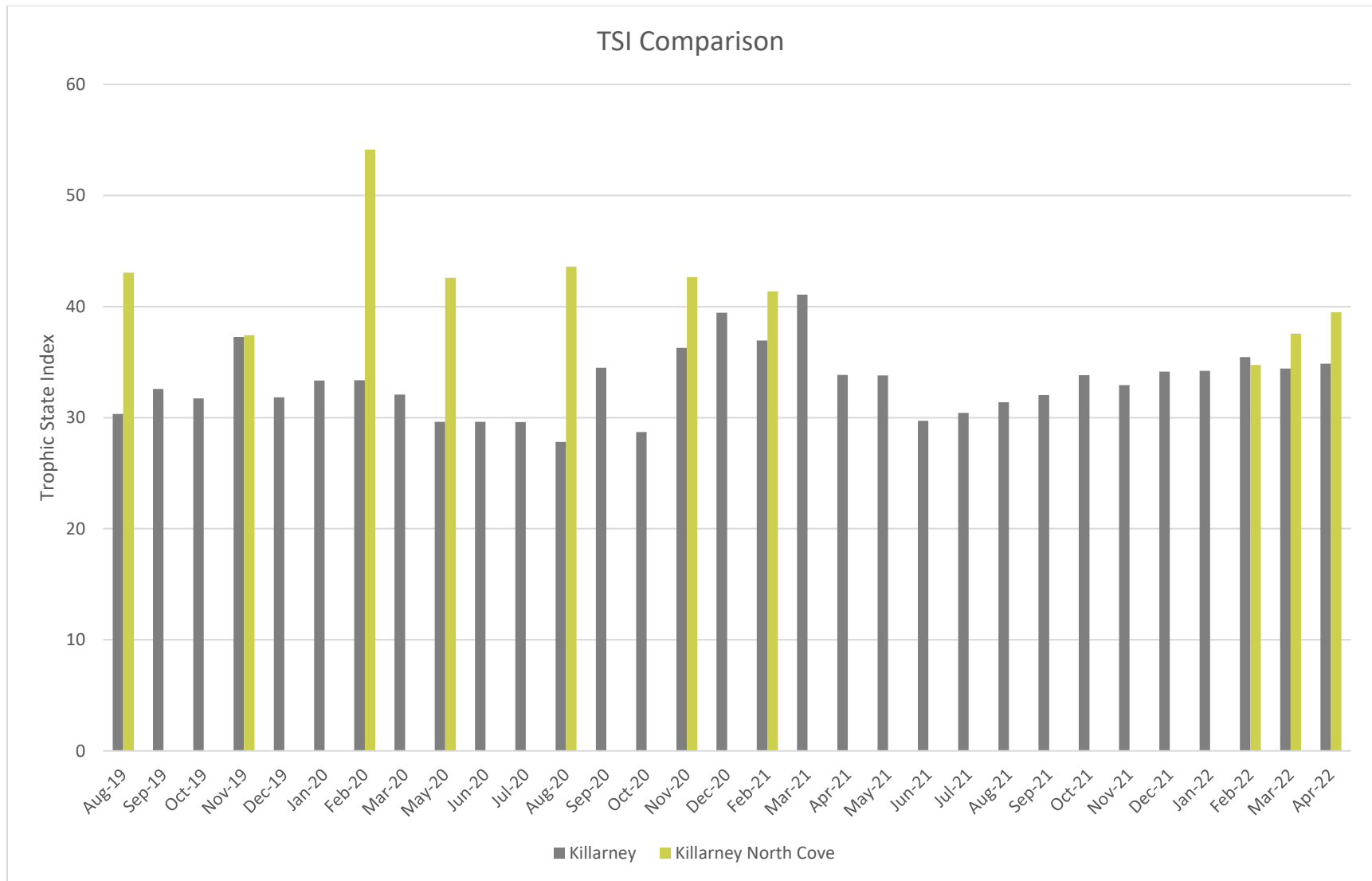
Hydrilla treated











	Secchi (meters)		Total Nitrogen (ug/L)		Total Phosphorus (ug/L)		Trophis State Index	
	Killarney	Cove	Killarney	Cove	Killarney	Cove	Killarney	Cove
Aug-19	3.67	2.15	440	410	7	20	30	43
Sep-19	2.99		500		7		33	
Oct-19	2.94		450		6		32	
Nov-19	3	3	530	460	10	12	37	37
Dec-19	3.6		440		6		32	
Jan-20	3.09		500		9		33	
Feb-20	3.16	1.71	370	720	7	17	33	54
Mar-20	2.5		330		6		32	
May-20	3.42	1.97	490	510	6	19	30	43
Jun-20	3.2		380		6		30	
Jul-20	3.1		360		7		30	
Aug-20	3.18	1.92	340	450	6	17	28	44
Sep-20	2.8		440		12		34	
Oct-20	3		310		8		29	
Nov-20	2.65	2.22	520	500	12	26	36	43
Dec-20	3.3		540		11		39	
Feb-21	2.3	3.01	610	490	7	16	37	41
Mar-21	2.11		670		13		41	
Apr-21	2.34		550		7		34	
May-21	2.84		670		8		34	
Jun-21	2.96		500		6		30	
Jul-21	3.22		390		6		30	
Aug-21	3.15		430		10		31	
Sep-21	3.3		490		10		32	
Oct-21	3.42		460		7		34	
Nov-21	3.73		480		9		33	
Dec-21	5.22		650		11		34	
Jan-22	4.5		760		10		34	
Feb-22	3.63	3.67	580	510	6	13	35	35
Mar-22	2.82	3.44	540	490	15	15	34	38
Apr-22	3.1	3.7	540	460	10	17	35	39



Fertilize Responsibly - Summer 2022 Messages for Social Media & Newsletters

The goal of these messages is to raise awareness about changes to Orange County's Fertilizer Management Ordinance (Chapter 15, Article XVII) that go into effect on June 1, 2022. The ordinance aims to help prevent water pollution in our lakes, rivers, springs and aquifer. While the ordinance also restricts phosphorus in fertilizer, this year the messages are emphasizing nitrogen restrictions, both during the summer (do not apply nitrogen) as well as the non-summer months (fertilizer with nitrogen must be at least 65% slow release type).

*Please use the prepared mix-and-match images that have been vetted for consistency with the ordinance's provisions. These **images are available for download** at <https://ocfl.box.com/s/rvi81vc5jy1vs3pvvgfnjxusxco9mdde>.*

Thank you in advance for helping spread the word! If you have any questions, please contact fertilizer@ocfl.net.

1. Social Media 175 Characters:

Have a healthy lawn without polluting our lakes, rivers and springs. Skip the nitrogen fertilizer from June 1 to September 30. Learn more at www.ocfl.net/FertilizeResponsibly.

2. Social Media 233 Characters:

Summer rains cool us down, but they also wash fertilizer off our yards and fuel algae growth in our lakes, rivers and springs. Skip the nitrogen fertilizer from June 1 to September 30. Learn more at www.ocfl.net/FertilizeResponsibly.

3. Social Media 292 Characters:

Orange County's fertilizer rules help keep nitrogen out of our lakes, rivers and springs. There are lots of ways to green up your yard without greening up our natural waters with algae. Skip the nitrogen fertilizer from June 1 to September 30. Learn more at www.ocfl.net/FertilizeResponsibly.

4. Newsletters and/or email 39 words (*Suggested image: Fertilizer Rules Info Card*)

Summer Yard Care for Clean Waterways

Summer's coming, so open your umbrellas and close your bags of nitrogen fertilizer. Orange County has updated its ordinance to help protect our local water bodies from pollution and algae blooms. Learn more on Orange County's [Fertilize Responsibly](http://www.ocfl.net/FertilizeResponsibly) webpage.

5. Newsletters and/or email 114 words

New Summer Yard Care Rules

We all know a healthy lawn adds to the beauty of our home. At the same time, clean lakes, rivers and springs add to the beauty, ecology and economy of our community. How can we achieve both? One way is by adhering to Orange County's rules when it comes to applying fertilizer.

These rules changed on June 1, 2022. In order to protect our waterbodies from pollution and algae blooms, fertilizer containing nitrogen cannot be used during the rainy summer months. There are lots of ways to have a healthy lawn year-round that do not harm the environment. Want to find out more? Visit Orange County's [Fertilize Responsibly](#) webpage.

Additional Information

Summary of key fertilizer rules:

June 1 to September 30: Only apply fertilizer with zero nitrogen and zero phosphorus.

October 1 to May 1: Fertilizer containing nitrogen is permitted. However, it must contain at least 65% slow release nitrogen.

Always do the following:

- Keep fertilizer at least 25 feet from natural water bodies.
- Limit each application to one pound total nitrogen per 1,000 square feet (maximum three pounds per year)
- Use zero phosphorus unless a soil test shows a deficiency.

Here are some examples of summer-compliant fertilizers seen in local stores:

Company	N-P-K	Nutrient
Austin Limestone	0-0-0	Mg & Ca (magnesium and calcium)
Howard Fertilizer and Chemical	0-0-7	K (potassium)
Soil Doctor	0-0-0	n/a
Sunniland	0-0-0	Mg & Ca (magnesium and calcium)



Lake Killarney Advisory Board

agenda item

item type	Staff Updates	meeting date	June 29, 2022
prepared by	Victoria Tabor	approved by	
board approval			
strategic objective			

subject

Stormwater Management

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[UPDATED SW_update](#)

Staff Update

Stormwater Management

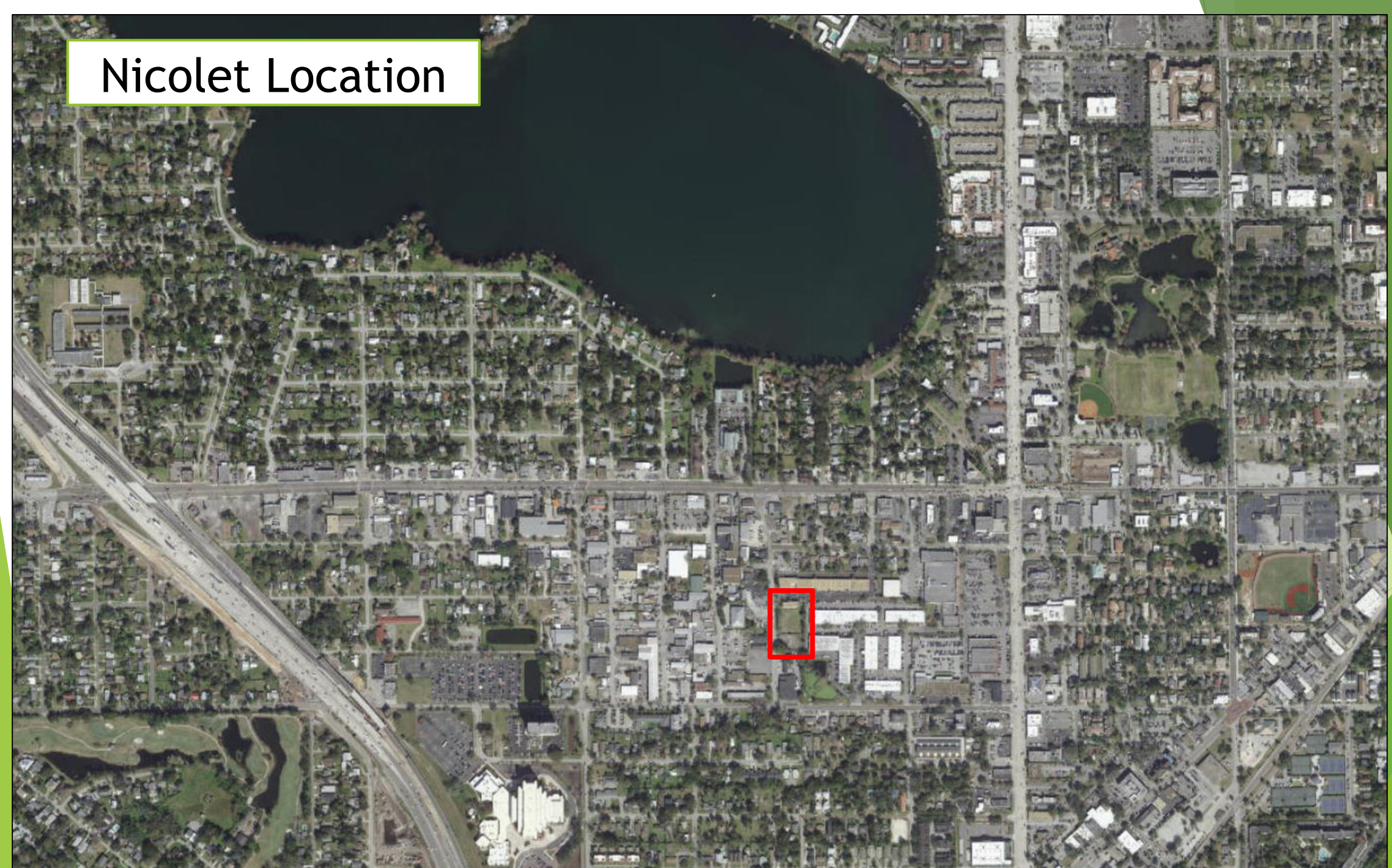
Stormwater Management - 5 Year Plan

CITY OF WINTER PARK SUMMARY OF CAPITAL PROJECTS STORMWATER CAPITAL PROJECTS FUND

Approved by the City Commission on _____

Description	Estimated 5 Yr. Contibution	Current Balance	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Est. Cost
Stormwater Improvements - Various in-house stormwater projects scheduled for 2022-23 - Shultz Avenue pipe repair, Greentree Drive, Cherokee Avenue drainage improvements, dredging various stormwater outfalls	950,000	43,125	150,000	200,000	200,000	200,000	200,000	Ongoing
N Lakemont Seminole County Ditch Piping - cost share with Seminole County	-	733,395						737,600 City portion
Temple Dr Drainage Improvements	500,000					250,000	250,000	1,200,000
Winter Park Road Drainage Improvements	-	1,167						100,000
Lake Bell Weir Outfall Improvements	-	69,223						
Canton at Knowles Drainage Improvements	250,000				250,000			250,000
Curb Implementation	250,000		50,000	50,000	50,000	50,000	50,000	500,000
CDS Unit on Fawsett Road	200,000			200,000				200,000
Ward Park Ponds	300,000		300,000					300,000
Corrugated Metal Pipe Replacement	600,000				200,000	200,000	200,000	600,000
Nicolet Avenue Stormwater Pond	200,000		200,000					200,000
Stirling Bridge Replacement	250,000			250,000				250,000
Enterprise Resource Program Software Replacement (ERP)	-							
Totals	3,500,000	976,033	700,000	700,000	700,000	700,000	700,000	

Nicolet Location



Nicolet Lots



Orange County Minnesota Retention Pond





Lake Killarney Advisory Board

agenda item

item type Board Comments	meeting date June 29, 2022
prepared by Victoria Tabor	approved by
board approval	
strategic objective	

subject

Discussion of Public Comments Received

motion / recommendation

background

alternatives / other considerations

fiscal impact



item type Upcoming Agenda Items	meeting date June 29, 2022
prepared by Victoria Tabor	approved by
board approval	
strategic objective	

subject

Upcoming Agenda Items

motion / recommendation

background

alternatives / other considerations

fiscal impact



Lake Killarney Advisory Board

agenda item

item type	Upcoming Agenda Items	meeting date	June 29, 2022
prepared by	Victoria Tabor	approved by	
board approval			
strategic objective			

subject

Summary of Meeting Actions

motion / recommendation

background

alternatives / other considerations

fiscal impact