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**FOUNTAINS AT GOLF PARK
Covenants and Restrictions**

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS, PROPERTY OWNER RESPONSIBILITIES, MANDATORY PROPERTY OWNERS ASSOCIATION MEMBERSHIP, ASSESSMENT PROVISIONS AND LIEN RIGHTS (hereinafter the “Declaration” or the “Covenants and Restrictions”)

THIS DECLARATION is made to be effective this _____ day of June, 2005 by Golf Park, L.C., a Florida limited liability company.

WITNESSETH

WHEREAS, the Declarants are the Owners of property in Marion County, Florida, consisting of the Fountains at Golf Park, being a subdivision located at Baseline Road and S.E. 96th Place Road, between Ocala and Belleview, Florida, according to the Plat thereof recorded in Plat Book ____, Pages ____, et.seq.;

WHEREAS, the Declarants desire to provide for the preservation and enhancement of property values and amenities in the Property and desire to subject the Property to the Covenants, Restrictions, Easements and Liens and requirements set forth in this Declaration, each and all of which is and are for the benefit of the Property and each Owner of any portion thereof;

NOW, THEREFORE, the Declarants declare the following restrictions and limitations on use and development, which shall bind each, any, and all subsequent Owners, their successors and assigns, whether holders of legal or equitable title or both, and which shall constitute covenants running with the Property.

1.0 DEFINITIONS:

1.01 ARTICLES OR ARTICLES OF INCORPORATION shall mean and refer to the Articles of Incorporation for Fountains at Golf Park, Inc.

1.02 ASSESSMENT shall mean and refer to those charges made by the Association from time to time against each Lot within the Property for the purposes, and subject to the terms, set forth herein. All or portions of up to two Lots may be combined and subject to only one Assessment as one Lot.

1.03 ASSOCIATION shall mean and refer to FOUNTAINS AT GOLF PARK, INC. and its

successors and assigns. Membership is mandatory for **ALL** Lot Owners.

1.04 OPEN JOINING CLAUSE. Association Membership shall be open to Owners of Lots located in adjacent areas.

1.04.01 ADJACENT AREAS. Adjacent areas shall mean and refer to properties located in the same or nearby area as the Fountains at Golf Park subdivision to the extent approved in writing by the Declarant. Adjacent areas shall be deemed included in the Property that is subject to the present Covenants and Restrictions.

1.05 BOARD OR BOARD OF DIRECTORS shall mean and refer to the Board of Directors of the Association.

1.06 BYLAWS shall mean and refer to the Bylaws of the POA as they may exist from time to time.

1.07 COMMON AREA(S) shall mean and refer to those area(s) of land and all improvements and street lighting systems now or hereafter constructed thereon:

1.07.01 Land included within the recorded Plat of the Property or any additions to the Property which are dedicated or conveyed to the Association for the use of the Association and/or its Members; and

1.07.02 Land intended to be used and enjoyed by Lot Owners and additions to the Property, which include without limitation any private roads, cul-de-sacs, park areas, common fountains, fencing, gates, entrance islands, berms, electronic entry systems, water pumping facilities, lift station and pumping, drainage easements, easements for roads, walkways, parking, drainage, utilities, or landscaping; and

1.07.03 Land subject to easements in favor of the Association or its assigns; and

1.07.04 Land included within the Surface Water or Storm Management System; and

1.07.05 Golf Park Entranceway (and berm) and Summer Green Entranceway. Contributions towards the maintenance of the Golf Park Entranceway (and berm) and the Summer Green Entranceway shall be prorated based on the total number of Lots in the following subdivisions: Unit 1 (Golf Park Estates), Unit 2 (Fountains at Golf Park), and any future units as approved in writing by the Declarant.

1.08 DECLARANT OR DEVELOPER shall mean and refer to GOLF PARK, L.C., a Florida limited liability company, and any of its successors and assigns.

1.09 DECLARATION shall mean and refer to the FOUNTAINS AT GOLF PARK DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS, PROPERTY OWNER RESPONSIBILITIES, MANDATORY PROPERTY OWNERS ASSOCIATION MEMBERSHIP, ASSESSMENT PROVISIONS, AND LIEN RIGHTS as it may be subsequently amended or exist from time to time.

1.10 DWELLING shall mean and refer to a single family residential building.

1.11 IMPROVEMENTS shall mean and refer to all structures of any kind, including without limitation, any building, wall, fence, sign, paving, grading, driveway, planting, landscaping, landscape devise or object, or any and all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any and all additions, alterations, modifications, or changes thereto.

1.12 INSTITUTIONAL MORTGAGE OR MORTGAGEE shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, savings bank, federal national mortgage association, insurance company, union pension fund, mortgage company, an agency of the United States government, or the Declarant which holds a first mortgage of public record on any Lot, and the holder of any mortgage of public record given

or assumed by the Declarant, whether a first mortgage or otherwise, and their successors and assigns.

1.13 LOT shall mean and refer to any platted residential lot shown on the recorded subdivision Plat of the Property or any combination of more than one lot, but not more than two entire lots for Assessment purposes.

1.14 MEMBER shall mean and refer to each Lot Owner. Property Owners Association Membership is mandatory by all Lot Owners of the Fountains at Golf Park. The Association shall have two (2) Classes of Membership: CLASS "A" and CLASS "B."

1.14.01 CLASS "A": Class "A" Members shall be all those persons or entities holding any interest required for Membership, as hereinabove specified, with the exception of the Declarant or the Declarant's successor in title. Each Class "A" Member shall be entitled to **ONE (1) VOTE** for each Lot owned upon which Assessments are charged. When a Lot is jointly owned, one Joint Owner shall be entitled to appear and cast the vote for the Lot(s) owned by such Owner, and the Association shall accept that vote as the vote for all Co-Owners of the Lot. In the event all Co-Owners of a Lot are unable to agree on a vote, they shall notify the Association in writing prior to the vote, in which event the vote of that Lot shall not be counted on the issue of disagreement.

1.14.02 CLASS "B": The Declarant shall be the sole Class "B" Member. Class "B" Membership shall be a full voting Membership, and the Class "B" Member shall be entitled to vote on all matters and in all events. The Class "B" Member shall be entitled to **FOUR (4) VOTES** for each Lot for which the Declarant holds record or beneficial title. The Class "B" Membership shall terminate when the Declarant ceases to own any Lot subject to this Declaration or at such earlier date as the Declarant may choose. From and after the date on which Class "B" Membership shall terminate and cease to exist, such Membership shall not be reinstated.

1.14.03 TERMINATION: Upon termination of the Class "B" Membership, said termination shall act as an assignment of all the Declarant's rights under these Covenants and Restrictions (exclusive of any subsequent voting rights which may inure to the Declarant as a Class "A" Member of the Association), and all references to the "Developer" or the "Declarant" in these Covenants and Restrictions shall thereafter be deemed to be a reference to the "Association" and all notices or submissions shall thereafter be directed to the President of the Association at the Association's published address.

1.14.04 ASSESSMENTS AND LIEN: Membership rights of any Member, including the right to vote, may be suspended by the Association's Board of Directors. Any such suspension shall not affect such Member obligation to pay Assessments coming due during the period of suspension and shall not affect the permanent charge and lien on the Member's property in favor of the Association.

1.15 OWNER shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee interest in any Lot located within the Property, including the Declarant, but shall not mean or refer to any Mortgagee unless and until the Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.16 "POA" shall mean and refer to FOUNTAINS AT GOLF PARK, INC., a Florida corporation, which may also be referred to as the "Association."

1.17 "PRC" shall mean and refer to the FOUNTAINS AT GOLF PARK PLAN REVIEW COMMITTEE, a permanent committee of the Association created for the purpose of establishing and enforcing criteria for the construction and maintenance of improvements on the Property.

The PRC shall be comprised of the Declarant or the Declarant's agent(s) or assigns until EIGHTY PERCENT (80%) of the Lots are constructed upon, and thereafter of ONE (1) to THREE (3) volunteer homeowners residing within the Property as are appointed annually by the Association.

1.18. PROPERTY shall mean and refer to any or all real property included within the Fountains at Golf Park, according to the Plat thereof recorded in the public records of Marion County, Florida and any other property which may be added, referred to, or otherwise become subject to this Declaration.

1.19 RULES AND REGULATIONS shall mean and refer to any and all rules and regulations duly promulgated by the Association or its Board of Directors pursuant to the terms of the Articles of Incorporation and Bylaws.

1.20 SIDE YARD shall mean and refer to all Lot area adjacent to the side of a Dwelling and to the rear or front portion of a Dwelling, as measured from the side of a Dwelling to the side Lot line.

1.21 SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM shall mean and refer to those systems permitted by the St. John's River Water Management District which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

2.0 USE: All Lots shall be known, described and used as single family residential lots.

2.01 HOME OFFICE: An Owner is permitted to have home offices and to conduct business therein to the extent permitted by the Marion County Zoning Code.

2.02 SALES/CONSTRUCTION USES: The Developer shall be entitled to utilize Lots located on the Property for the purpose of locating a temporary construction, information, and sales office(s), which may be fully landscaped during its period of use. The construction, information, and sales office may be a modular facility.

2.03 ASSOCIATION USES: The Association may use portion(s) of the Property for improvements or activities approved by the Board and the PRC.

3.0 MANDATORY PROPERTY OWNERS ASSOCIATION MEMBERSHIP AND MANDATORY ANNUAL PROPERTY OWNERS ASSOCIATION DUES:

3.01 PURPOSE: The Association was created to maintain the quality of the neighborhood. Its responsibilities include, but are not limited to, maintenance of the entranceway (including the gate), landscaping, barrier berms, fences, drainage easement areas; street light rental, maintenance and repair the Surface Water or Storm Water Management System(s), including, but not limited to, work within drainage easements, keeping all interior public road rights of way clean, implementing security systems, negotiating the best garbage service at reasonable rates and negotiating and obtaining any other services approved by the Board.

3.02 DUTIES OF THE ASSOCIATION CONCERNING STORM WATER: The Association shall be responsible, maintain and manage the Surface Water or Storm Water Management System(s) in a manner consistent with the St. John's River Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of this Declaration relating to the Surface Water or Storm Water Management System. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of practices which allow the System(s) to provide drainage, water storage, conveyance or other surface water or storm water management capabilities permitted by the St. John's River

Water Management District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be made as permitted or, if modified, as approved by the St. John's River Water Management District.

3.03 ASSESSMENTS: Each Owner and each subsequent Owner shall pay a one-time Association Membership initiation fee of \$100.00 at the time of closing of their Lot. Each Owner shall pay annual Lot Assessments, which will include the costs of maintenance of Common Area(s). Initial annual Assessments shall be \$600.00 per Lot, per year, payable annually in advance due January 1st of each year and past due on February 1st of each year. The Declarant shall not be required to pay annual or any other Lot Assessments, but will be required to pay costs necessary to maintain the Property until such time as sufficient Lots are sold to make the Association self-sustaining.

3.03.01 The Association shall have the right to assess, levy, and collect Assessments, and to file liens, or foreclose upon Owners who fail or refuse to pay their Assessments. Assessments may be made for any costs or charges deemed appropriate by the association's Board of Directors, subject to being overridden by at least 75% of all votes (both Class A & Class B votes to be counted.)

3.03.02 If the Assessments or other charges authorized or provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Assessments or other charges shall become delinquent and shall, together with late charges, interest, and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, Owner's heirs, personal representatives, successors, and assigns. Except as otherwise provided herein to the contrary, the personal obligation of the then Owner to pay such Assessment shall pass to the Owner's successor in title and recourse may be had against either or both.

3.03.03 If the Assessments or other charges are not paid within ten (10) days after due date, a late charge of TEN PERCENT (10%) of the amount of such unpaid installment shall be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid the installment and the late charge shall accrue interest as provided herein, but shall not be subject to additional late charges, provided, that each other installment or other charge thereafter coming due shall be subject to one late charge each as aforesaid) and become immediately due and payable in full. All such sums shall bear interest from the dates when due until paid at EIGHTEEN PERCENT (18%) per annum, compounded annually, and the Association may bring an action against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights) against the Lot on which the Assessments, charges, and late charges are unpaid, may foreclose the lien against the Lot on which the Assessments, charges, and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same shall be added to the amount of such Assessments, charges, late charges and interest. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels. No Owner may waive or otherwise escape liability for the Assessment provided for herein by non-use of the Common Areas or abandonment of such Owner's Lot.

3.03.04 Failure of the Association to send or deliver bills or notices of Assessments shall not relieve Owners from their obligations to promptly pay same when due.

3.03.05 All Assessments, charges, late charges, interest, penalties, fines, attorneys' fees and other

sums provided for herein shall accrue to the benefit of the Association.

3.03.06 VOLUNTARY ASSESSMENTS: Any small group of Owners on a street or in a neighborhood shall also have the ability to voluntarily assess themselves by majority vote of the Owners on the street or in the neighborhood for public improvements such as sidewalks, additional street lights, etc., or maintenance which they want to implement upon approval of Association.

3.04 DISSOLUTION: In the event of termination, dissolution or liquidation of the Association, the responsibility for operation and maintenance of the Surface Water or Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by St. John's River Water Management District prior to such termination, dissolution or liquidation.

4.0 PLAN REVIEW: No home, building, addition, pool, fence, wall, or garage or other structure shall be placed on or erected on any Lot(s) unless the site plan, building plans, specifications, and location are approved by the PRC in writing before commencement of construction.

4.01 PLAN APPROVAL: An Owner may initiate action for approval of plans and specifications by sending a copy of same to the PRC. In no event will the required approval be unreasonably withheld, nor will any change be made for said approval. If plans and specifications shall not have been approved or disapproved within THIRTY (30) days after submission, then the plans shall be conclusively deemed to have been approved and the Owner may proceed with construction. It is the intention of the Declarant in creating this requirement to provide that the design, location, and general appearance of all construction shall be attractive and in harmony with other buildings on the Property.

4.02 VARIANCES: Subject to the supervision of the Board of Directors, the PRC shall have the authority to receive and to determine any and all requests for variances from the provisions of these Covenants and Restrictions, and may grant or deny such variances. All variance requests must be in writing and signed by the Owner. Any variance approval must be in writing and signed by the PRC Chairperson. The PRC may take into consideration the general pattern of development, any expert opinions, the reasons for the variance request, statements of other Owners (both in favor and opposed to the variance), and such other factors as the PRC may deem relevant to reach a reasonable decision. Any appeal from a PRC decision shall proceed to the Board of Directors, which is vested with the final decision-making authority.

5.0 CONSTRUCTION: All Dwellings **MUST BE CONSTRUCTED ON SITE** with new materials and must be of an attractive design. No dwelling shall be constructed of used materials, except used bricks. Additions, detached garages, and other buildings as are permitted must be constructed of the same or similar materials as the adjoining Dwelling.

5.01 TIMELY COMPLETION OF DWELLING: When construction of any Dwelling is begun, work thereon must continue diligently and construction must be completed within TWELVE (12) MONTHS from the date of issuance of the Building Permit, unless an extension is granted in writing by the PRC.

5.02 STRUCTURES: NO MOBILE HOMES, NO D.C.A. APPROVED MODULAR HOMES, NO H.U.D. APPROVED MANUFACTURED HOMES, AND NO CONVENTIONAL HOMES MOVED FROM ANOTHER LOCATION shall be placed, erected, or moved onto the Property, EXCEPT as provided in paragraph 2.02.

5.02.01 SIZE OF STRUCTURES: The ground floor area of any single story Dwelling erected on the Property shall not be less than 2,200 SQUARE FEET of living area. Two story Dwellings

shall have a minimum of 2,700 SQUARE FEET of living area with a minimum first floor living area of 1,750 SQUARE FEET. The living area must be heated and cooled. The living area shall not include garages, open porches, decks, and atriums. The main roof shall not have less than a 5/12 pitch and fascia shall have a minimum width of 5 ½".

5.02.02 HEIGHT OF STRUCTURES: No Dwelling erected on said Lot(s) shall exceed TWO (2) stories in height.

5.02.03 GARAGE: Each Dwelling shall contain a side entry garage providing space for at least TWO (2) automobiles. IF THE DWELLING PLANS ALLOW FOR A SIDE ENTRY GARAGE ON THE LOT, THEN THE GARAGE ENTRANCE MUST NOT FACE STREET SIDE. HOWEVER, IF CONSTRUCTION OF THE SIDE ENTRY GARAGE IS UNDULY DIFFICULT ON A PARTICULAR LOT BECAUSE OF GOVERNMENTAL REGULATIONS, ELEVATION REQUIREMENTS, ETC., THEN A FRONT ENTRY GARAGE MAY BE BUILT. The garage must remain operational for the storage of automobiles. ALL GARAGE DOORS MUST REMAIN CLOSED EXCEPT WHEN IN USE – PENALTIES SHALL BE ASSESSED BY THE ASSOCIATION FOR REPEAT VIOLATIONS.

5.03 TEMPORARY BUILDINGS: No temporary buildings shall be erected or maintained on any Lot(s) except as provided in paragraph 2.02.

5.04 UNSIGHTLY APPURTENANCES: All electric, telephone, cable television or other utility extending on or across any Lot or portion thereof shall be underground. There shall be no window unit air conditioners, no large visible satellite dishes, no external antennas or other unsightly appurtenances extending from the windows or wall of any Dwelling. Any exterior electronic or electrical equipment, including, but not limited to antenna, aerial receiver, satellite receiver or "dish", or similar receiver for private use of the single Lot on which it is to be located, shall be installed or maintained only in the rear portion of a Lot, at a height not to exceed six (6) feet above ground level. In the event the technical design or engineering of the system requires otherwise, an Owner may apply to the PRC for a variance of this provision which may be withheld unless a state or federal law, rule, or regulation mandates approval.

5.05 SCREEN PORCHES: Any screen porch must be appropriately colored (e.g. black, brown or white color screen). No raw aluminum color screen or frames will be allowed.

5.06 CLOTHESLINES: No garments, rugs, or any other materials shall be hung, displayed, or dusted from windows, balconies, or the exterior of any Dwelling or structure. Outside clotheslines or other exterior clothes drying facilities are prohibited.

5.07 ELECTRIC SERVICE: Each Owner shall be responsible for the cost and installation of the underground electric service cable from the feed location in or near the road right-of-way to the metering equipment. The local power company will not and is not responsible for installing any electric service cables from the feed location to the metering equipment on a Lot.

5.08 CONSTRUCTION DAMAGES: All construction on any Lot(s) shall be at the Owner's risk and the Owner shall be responsible for any damage to any street, ditch, swale, shoulder, sidewalk, or curbing resulting from construction on such Lot(s). Repairs of construction damage must be made within THIRTY (30) days after the completion of construction.

5.09 SUBDIVISION STORMWATER PLAN: All construction on any Lot(s) shall conform to the Lot grading guidelines of the PRC and all other legal requirements.

5.10 RECONSTRUCTION OF DAMAGED IMPROVEMENTS: In the event of damage by fire or other hazard to any improvements located upon any Lot(s), the Owner of such Lot(s) shall commence and complete cleanup of damaged improvements within ten (10) days and complete cleanup within twenty (20) days. All reconstruction shall comply with this Declaration.

5.11 SETBACKS: All Dwellings and structures shall be constructed to comply with County or Municipal residential zoning setbacks applicable at the time of construction or setback requirements as noted below, whichever are more restrictive. Each Owner MUST verify setback requirements prior to construction by referring to the Final Plat which includes driveway access restrictions, driveway data for construction and minimum finished floor elevations. Each Owner must contact the proper governmental authorities for current setback requirements to verify which is more restrictive.

RESIDENCE AND PRIVATE GARAGE:

Front property line setback 25 feet

Side property line setback 8 feet

Back property line setback 25 feet

CORNER LOT SETBACK:

Front property line setback 25 feet

Side property line setback (side street) 25 feet

OTHER DETACHED STRUCTURES:

Front Property line setback 75 feet

Side property line setback 8 feet

Back property line setback 25 feet

5.12 DRIVEWAYS: All driveway entrances from the street pavement to the Lot line shall be constructed to County or applicable governmental regulations and specifications. All driveways shall have a minimum width of SEVENTEEN (17) FEET and be constructed of concrete or concrete paver.

5.13 SODDING AND GRASSING AND LANDSCAPING: All disturbed front, side, and rear yards must be sodded with St. Augustine or better type of grass upon completion of a Dwelling and prior to occupancy of any Dwelling. Owners shall maintain their lawns mowed, attractive and in esthetic manners. All hedges must be neatly trimmed. A landscaping package of a minimum of \$2,500, including a minimum of three (3), thirty (30) gallon trees, shall be installed on every Lot on which a Dwelling is built. Landscaping shall be completed before the issuance of a certificate of occupancy.

5.14 SWIMMING POOLS: All swimming pools shall consist of "IN GROUND" construction, and shall be constructed in a conventional, permanent fashion.

5.15 FENCING: Only the following fences are allowed on a Lot:

A – Decorative iron or aluminum rod (white or black) (Front and/or side and/or back),

B – Black vinyl coated chain link (Side and/or back only).

Chain link fencing is strictly prohibited, except for black vinyl coated chain link fence.

5.15.01: Fence height shall be limited to four (4) feet. All fencing must be approved by the PRC (or the Board of Directors after appeal). The erection of any unattractive or nonresidential-type fence is strictly prohibited. Fencing shall only be located in the rear yard of each Lot. Fencing may not be painted or altered in appearance without written PRC approval. Fencing may start (the largest width allowed) within 6 feet from the back corners of the house, widening 12 feet from the house walls on both sides and extending to the back property line of the lot. Fencing may not be emplaced within 10 feet from any lot's side lines.

5.15.02: Lot Owners must maintain their fencing in a very good condition and if possible, by using landscaping to blend the fencing into the landscaping. If the quality of the fence

deteriorates to the point of being unsightly or unattractive, then the Association shall assess penalties to the Lot Owner.

5.16 PRIVACY FENCING: Privacy fencing is not allowed except around the pool area, where a privacy fence of up to six (6) feet in height shall be allowed.

5.17 SHEDS: No free standing sheds of any kind are permitted.

5.18 ENTRANCE GATE: The entrance gate shall be kept open until such time as the PRC decides to put the entrance gate into operation. In determining whether the entrance gate shall be put into operation, the PRC shall consider such things as construction activity and possible damage by construction vehicles, percentage of Dwellings built, etc.

5.19 SHINGLES: Single tab shingles shall not be used. Minimum acceptable is a 30-year 3 dimensional shingle.

5.20 EXTERIOR PAINT: The exterior color of a Dwelling or other structure on a Lot shall be subject to PRC approval. The exterior of a Dwelling or structure shall not be painted in a color other than in the exterior paint color used in the original construction of the Dwelling or structure without the prior written consent of the PRC.

5.21 DIRT TRACKS; "All Terrain Vehicles" (ATVs): No dirt tracks shall be made or otherwise constructed on any Lot. Race ATVs, motorbikes or similar vehicles shall not be operated in the subdivision in such a way as to cause a nuisance in or disturbance to the subdivision.

5.22 BUILDERS: All Dwellings in the subdivision must be built by a builder approved by the Developer, its successors and assigns. A list of approved builders will be available from the Developer. This requirement shall remain in full force and effect until December 31, 2010 or until such date as may be approved by the Developer, its successors and assigns.

6.00 DIVISION OR ASSEMBLY OF LOTS: No Lot shall be divided, except that a fraction of a Lot may be added to an adjoining Lot to make a larger Lot, and the remaining fractional Lot must be added to another adjoining Lot for the same purpose. Lots may be divided, assembled and resurveyed, but in no event shall any resulting Lots contain less square footage than the smallest Lot within the Property. From and after such time as two or more contiguous Lots are used as a single building site, such contiguous Lots shall be deemed as a single Lot for the purpose of determining the "side or rear Lot lines" and only subject to one annual Association Membership Fee or Special Assessment Fee. In order to be permitted to pay only one annual Association Fee or Special Assessment Fee on such Lot assembly, the Owner must execute a written, recordable covenant forever waiving the Owner's ability to sell more than one Lot from such assembly.

7.00 SIGNS: NO SIGN SHALL BE ERECTED ON ANY LOT OR ON THE COMMON AREAS, except a home builder may erect one small (not to exceed maximum dimensions of 36" x 24") sign advertising the Dwelling as being "For Sale" or "For Lease." The Declarant shall be entitled to place a sign not to exceed EIGHT (8) FEET in height by TWELVE (12) FEET in width, facing major entrance roads and located within TEN (10) FEET of the boundary line of any Lot. The Declarant may also erect signs no larger than 36" x 24."

8.00 GARBAGE, TRASH CONTAINERS; BURNING: Each Owner shall utilize garbage and trash containers that are underground or in screened or sanitary enclosures and are not visible from the street or from adjoining property except during those hours designated for garbage and trash collection. No Owner, tenant, or occupant shall burn any rubbish, leaves, or trash on any Lot(s) at any time. The Developer reserves the right to burn debris as a result of clearing,

cleaning, or maintenance of any Lots or any portion of the Property, subject to obtaining necessary burn permit(s).

8.01 ONE GARBAGE FRANCHISE: The Association shall be responsible for selecting a garbage franchisee that will be contracted on an annual basis or subject to annual review with an annual termination provision for unsatisfactory service. The Association will contract with only one garbage franchisee to service the Property and each occupied Dwelling MUST use and pay for garbage services provided by that garbage franchisee or Lot Owner may personally carry garbage to a landfill or garbage box.

9.00 GRADE OR ELEVATION CHANGES: No grade or elevation of any portion of any Lot(s) may be changed, without prior, written consent from the PRC, except that which would be considered "normal" site preparation.

10.00 MAILBOXES AND LIGHT FIXTURES: Only the mailboxes specified by the Developer may be installed. No exterior lighting fixture, mailbox or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected by an Owner unless the size, location, design, and type of material for the fixtures, boxes or receptacles has been approved in writing by the PRC. The mailboxes shall contain only the name and address of the home occupant(s). Replacement of all mailboxes and lighting fixtures must be of identical design as of that of the original unless approved by the PRC. No Owner shall modify any Developer-installed or Developer-specified mailboxes or light posts without prior consent of the PRC. Nothing may be added or attached to the post structure or mailbox itself, including without limitation, flags, other signs, flowers, decorations, and license plates. Notwithstanding the foregoing, it shall be permissible for Owners to temporarily display seasonal holiday decorations on their Dwellings and landscaping provided that they do not interfere with the rights of other residents nor create a nuisance, and that they are only installed and displayed during traditional holiday periods.

11.00 WATER AND SEPTIC SYSTEMS: Central water is provided by the City of Bellevue for residential uses. If the City of Bellevue cannot provide capacity, then the Owner may install a septic tank. Septic systems shall meet State and County requirements.

12.00 OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on or upon any Lot(s) or within any portion of the Property, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

13.00 PARKING AND ADDITIONAL VEHICLES:

13.01 No motorcycle, boat, trailer, camper, travel trailer, recreational vehicle, mobile home, or other powered or non-powered vehicle other than a private passenger vehicle shall be parked or maintained on any Lot(s) or public right-of-way except in an enclosed garage.

13.02 No commercial vehicle of any kind shall be permitted on any Lots at any time EXCEPT for vehicles owned by Lot Owners not exceeding one (1) ton and except for vendors providing temporary services to a Lot(s).

14.00 MANDATORY MAINTENANCE: The Property must be kept clean and neat. Each Owner shall maintain Owner's Lot(s) and all improvements thereon in a clean, neat, and attractive condition and shall not permit any natural or artificial feature on any Lot(s) to become obnoxious, overgrown, or unsightly. Nonoperating vehicles, accumulation of debris, refuse, trash, junk, construction materials, equipment, or any other unsightly objects MAY NOT be stored on the Property.

14.01 Each Lot, whether vacant or occupied, shall be mowed periodically and kept in the same or better condition than when sold by the Developer to the original Buyer. In addition, each

Owner shall maintain all property lying between the Owner's Lot line and the pavement of any paved street including culverts.

14.02 There is hereby created an easement in favor of the Association and the Association's applicable designee over each Lot for the purpose of entering onto the Lot for the performance of work herein described, provided that the Association or the Association's applicable designee comply with the applicable notice requirements described herein.

14.03 In the event anything unsightly is allowed to accumulate on a Lot or adjacent right of way, (e.g. grass or weeds more than six (6) inches high, nonoperating vehicles, debris, refuse, trash, junk, etc.), the Association or the Association's designee is hereby authorized to cleanup and bill the Owner for the purpose of cleaning up, repairing, or maintaining the Lot or improvements thereon. Any such entry shall not be deemed a trespass. Any such entry shall be made with prior written notice mailed to the last known address of the Owner advising the Owner that unless corrective action is taken within TEN (10) days, the Association will exercise the Association's right to enter the Owner's Lot pursuant to this Section. The Association or the Association's agent is hereby authorized to enter upon and cleanup any Lot and bill the Owner for mowing and cleanup activities. A Lot Owner shall have TEN (10) days from receipt of the bill to pay for cleanup. After ten (10) days, interest shall accrue on the unpaid fees for cleanup at the rate of eighteen percent (18%) per annum, compounded annually, until all monies are paid voluntarily or by court order. The Association may file a lien against the Lot and sue for monies owed, interest, damages, attorneys' fees, and all court costs including appellate proceedings and sell the Lot at public auction for unpaid maintenance expenses.

14.04 Each Owner shall maintain all fencing on his/her Lot in an attractive manner and must meet the PRC's continuing approval for fencing maintenance, or otherwise, the PRC may require its immediate removal upon one (1) month's notice.

14.05 SWALE MAINTENANCE: On most Lots, a drainage swale has been or will be constructed for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot Owner, including builders, shall be responsible for the maintenance, operation, and repair of the swales on the Lot. Maintenance, operation, and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

15.00 ANIMALS: No animal shall be kept or maintained on any Lot(s) except conventional household pets (dogs, cats, birds, and fish) and then only in such number as not to constitute a hazard, nuisance, or annoyance to the Owner of any adjoining Lot(s). Vicious breed dogs are strictly prohibited in the subdivision.

16.00 EASEMENTS FOR UTILITIES, SIDEWALKS AND STORM WATER MANAGEMENT SYSTEM: The Declarant expressly reserves easements for the creation, construction, and maintenance of utilities such as central water, central sewer, gas, telephone, electric, cable television, and sidewalks.

16.01 Such easements are located as shown on the Final Plat.

16.02 Sidewalk easements may only be located within six (6) feet of a public road right of way.

16.03 The Association shall have a perpetual nonexclusive easement over all areas of the Surface Water or Storm Water Management System for access to operate, maintain or repair the System. By this easement, the Association shall have the right to enter upon any portion of any Lot which is part of the Surface Water or Storm Water Management System, at a reasonable time in a reasonable manner, to operate, maintain or repair the Surface Water or Storm Water Management System as required by the St. John's River Water Management District Permit. Additionally, the Association shall have a perpetual nonexclusive easement for drainage over the entire Surface Water or Storm Water Management System. No person shall alter the drainage flow of the Surface Water or Storm Water Management System, including roadway ditches, buffer areas or swales, without prior written approval from the St. John's River Water Management District.

17.00 ASSESSMENT NOTIFICATION: As a condition precedent to the acceptance of the Plat for recording in the public records of Marion County, Florida, the Declarant and the Declarant's successors and assigns do hereby covenant to the Board of County Commissioners of Marion County, Florida that Lots within the Property may be assessed for payment of special assessments that may be permitted by law. Furthermore, the Board of County Commissioners hereby notifies all present and future Lot Owners that the Property is subject to Special Assessments as may be permitted by law to finance costs incurred in connection with the maintenance, operation, and construction of a central sewer system and/or traffic safety improvements including, but not limited to, turn lanes, by-pass lanes, traffic signals, and sidewalks, when in the opinion of said Board or other governing body having jurisdiction, such facilities become necessary in order to protect the environment, health, safety, and welfare of the general public.

17.01 COVENANT FOR MAINTENANCE ASSESSMENTS FOR ASSOCIATION: Assessments shall also be used for the maintenance and repair of the Surface Water or Storm Water Management System(s) including, but not limited to, work within retention areas, drainage structures, and drainage easements.

18.00 SIDEWALK CONSTRUCTION: Special Assessments for sidewalk construction may be made from time to time by the Association upon a majority vote of all Lot Owners of all Lots in the Fountains at Golf Park. All Owners will be entitled to vote as allocated in Section 1.14 for each Lot owned and subject to Assessment. The majority vote of Owners who respond to a written request shall control. Then, for any length of sidewalk voted and approved for construction, all Owners of all Lots in the Fountains at Golf Park will be assessed on a per Lot basis, no matter the size of their Lot, how many feet of sidewalk is constructed, where sidewalks are located, and even if no sidewalk is located in front of Owner's Lot(s). This provision does not apply to Voluntary Assessments by isolated Owners as allowable under Section 3.03.06

19.00 TERMINATION, EXTENSION, MODIFICATION: These Covenants and Restrictions are to run with the Property and shall be binding upon all parties and all persons claiming under or through the Declarant, until December 31, 2030, at which time said Covenants and Restrictions shall be automatically extended for successive periods of TEN (10) years, unless terminated by a majority of Owners (subject to Section 3.04 above). These Covenants and Restrictions may be extended, modified, revised, or added to at any time, but only by written consent of not less than FIFTY-ONE (51%) percent of the votes as allocated in Section 1.14. In order for an Owner to be considered to have approved any amendment to this Declaration, such approval must be evidenced by written consent of the fee simple Lot Owner and all lien holders or parties holding a security interest or mortgage lien upon said Lot. Notwithstanding the

foregoing, so long as the Declarant or the Declarant's successor is a Class "B" Member, no amendment shall be permitted without written consent of Golf Park, L.C.

19.01 MODIFICATIONS, DELETIONS, OR AMENDMENTS: The Declarant may, in the Declarant's sole discretion and only when classified as a Class "B" Member, make modifications, deletions, additions, or amendments to this Declaration applicable to the Property, provided that any such additional declarations, covenants, modifications, deletions, or amendments thereto are consistent with the general development scheme. Any such changes shall not affect the lien of any mortgage then encumbering any of the aforesaid Property.

19.02 SURFACE WATER: Any amendment to this Declaration which alters any provision relating to the Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have prior approval of the St. John's River Water Management District.

19.03 ENFORCEMENT: The St. John's River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System.

20.00 VIOLATION OF COVENANTS AND RESTRICTIONS: If any of the Owner(s) or agents violate or attempt to violate any of the covenants and restrictions provided for herein, it shall be lawful for the Association and/or any other person(s) or entities owning any real property situated in the Fountains at Golf Park to prosecute any proceedings at law or in equity against the person(s) or entity(s) violating or attempting to violate any of the covenants and restrictions herein and prevent said person(s) or entity(s) from so doing and to recover damages for such violation. Failure to enforce any right, reservation, restriction, limitation, or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so at a later date as to the same breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

20.01 The Board of Directors is authorized to promulgate Rules and Regulations to enforce these Covenants and Restrictions. Any promulgated Rule and Regulation is subject to change by the majority of all Member voting rights or by a majority of the Board of Directors.

THE BOARD OF DIRECTORS MAY PROMULGATE:

- a) Procedures for PRC activities or appealing requests to the Board of Directors;
- b) Forms to be used for the PRC (or the Association) activities or compliance; and
- c) Penalties (which may include fines and liens) for not complying with these Covenants and Restrictions, or with said Rules and Regulations.

21.00 BENEFIT; ASSIGNMENT: This Declaration and all covenants made by or on behalf of any parties hereto shall bind and inure to the benefit of the Declarant, Lot Owners, the Association, and their respective heirs, personal representatives, successors, and assigns. All rights, powers, and privileges reserved to the Declarant herein are severally assignable to the full extent of each. A recordable assignment shall entitle all persons to deal with the assignee thereof (as to the right, power, or privilege assigned) as the Declarant. This provision shall apply to any assignment by the Declarant to a third party of the right to construct a temporary structure.

22.00 ENTRANCE BERM: The maintenance and use of the entrance berm on Baseline Road shall be shared by the Association (as indicated in and pursuant to that certain Grant of Easement recorded in OR 2720 Page 1857 *et. seq.*) with the signing parties, successors, assigns, and all other persons having like rights.

23.00 GENERAL PROVISIONS:

23.01 APPLICABLE LAW: This Declaration is being executed in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceedings arising out of this Declaration shall be in Marion County, Florida.

23.02 HEADINGS: The descriptive headings in this Declaration have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions hereof.

23.03 JOINT & SEVERAL LIABILITY: All parties signing this Declaration or purchasing or owning Lots subject to this Declaration shall be personally, jointly and severally bound by all its terms, conditions and provisions.

23.04 LITIGATION: In the event of any litigation arising out of this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys' fees (including paralegal fees), and reasonable attorneys' fees incurred with respect to appellate, post-judgment, or bankruptcy proceedings related hereto.

23.05 SEVERABILITY: In the event any of the terms and provisions of this Declaration are determined to be unenforceable, for any reason whatsoever, such unenforceability shall in no way affect or eliminate the enforceability of all of the remaining terms and provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned executed this Declaration the day and year written above.

Signed and Delivered in our presence as witnesses:

WITNESS
CORPORATE SEAL

GOLF PARK, L.C.,
a Florida limited liability company

By: A.Nuh, Officer
IBC Fiduciary Inc., MEMBER

WITNESS
CORPORATE SEAL

FOUNTAINS AT GOLF PARK, INC.,
a Florida corporation

By: L. Smejda, President

State of Florida
County of Miami-Dade

The foregoing was acknowledged before me this ____ day of _____, 2005, on behalf of Golf Park, L.C. by A. Nuh, Officer, IBC Fiduciary Inc. Member, and by L. Smejda, as President of The Fountains Association, Inc. who are personally known to me or who have produced _____ as identification.

Notary Public, State of Florida
